
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

- ☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**

For the quarterly period ended June 30, 2011

OR

- ☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**

For the transition period from to

Commission file number 0-26301

United Therapeutics Corporation

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

52-1984749
(I.R.S. Employer
Identification No.)

1040 Spring Street, Silver Spring, MD
(Address of Principal Executive Offices)

20910
(Zip Code)

(301) 608-9292
(Registrant's Telephone Number, Including Area Code)

(Former Name, Former Address and Former Fiscal Year, If Changed Since Last Report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or smaller reporting company. See definition of "large accelerated filer", "accelerated filer", and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐
(do not check if a smaller reporting company)

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares outstanding of the issuer's common stock, par value \$.01 per share, as of July 22, 2011 was 58,316,599.

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PART I. FINANCIAL INFORMATION
Item 1. Consolidated Financial Statements

UNITED THERAPEUTICS CORPORATION
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	June 30, 2011 (Unaudited)	December 31, 2010
Assets		
Current assets:		
Cash and cash equivalents	\$ 321,121	\$ 252,162
Marketable investments	409,098	374,921
Accounts receivable, net of allowance of none for 2011 and 2010	82,527	73,707
Other current assets	11,037	6,840
Prepaid expenses	10,157	8,752
Inventories, net	41,260	35,520
Deferred tax assets	2,309	12,585
Total current assets	877,509	764,487
Marketable investments	157,198	132,849
Marketable investments and cash—restricted	5,122	5,122
Goodwill and other intangibles, net	9,751	9,861
Property, plant and equipment, net	314,945	306,044
Deferred tax assets	193,150	202,135
Other assets	21,065	11,137
Total assets	<u>\$ 1,578,740</u>	<u>\$ 1,431,635</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 17,082	\$ 16,146
Accrued expenses	61,955	50,280
Convertible notes	244,269	235,968
Other current liabilities	130,235	126,292
Total current liabilities	453,541	428,686
Mortgage payable—noncurrent	68,929	68,929
Other liabilities	43,045	39,252
Total liabilities	565,515	536,867
Commitments and contingencies:		
Common stock subject to repurchase	10,882	10,882
Stockholders' equity:		
Preferred stock, par value \$.01, 10,000,000 shares authorized, no shares issued	—	—
Series A junior participating preferred stock, par value \$.01, 100,000 authorized, no shares issued	—	—
Common stock, par value \$.01, 245,000,000 shares authorized, 60,817,983 and 60,017,546 shares issued, and 58,314,326 and 57,555,893 shares outstanding at June 30, 2011 and December 31, 2010, respectively	608	600
Additional paid-in capital	958,957	928,690
Accumulated other comprehensive loss	(8,524)	(9,175)
Treasury stock at cost, 2,503,657 and 2,461,653 shares at June 30, 2011 and December 31, 2010, respectively	(70,149)	(67,399)
Retained earnings	121,451	31,170
Total stockholders' equity	1,002,343	883,886
Total liabilities and stockholders' equity	<u>\$ 1,578,740</u>	<u>\$ 1,431,635</u>

See accompanying notes to consolidated financial statements.

UNITED THERAPEUTICS CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
	(Unaudited)		(Unaudited)	
Revenues:				
Net product sales	\$ 183,546	\$ 134,439	\$ 345,764	\$ 260,071
License fees	205	282	499	564
Total revenues	183,751	134,721	346,263	260,635
Operating expenses:				
Research and development	24,240	28,587	71,947	63,055
Selling, general and administrative	23,856	29,654	82,118	75,106
Cost of product sales	21,162	15,261	40,900	28,984
Total operating expenses	69,258	73,502	194,965	167,145
Operating income	114,493	61,219	151,298	93,490
Other (expense) income:				
Interest income	839	802	1,504	1,746
Interest expense	(5,431)	(4,759)	(10,841)	(9,446)
Equity loss in affiliate	(30)	(44)	(67)	(91)
Other, net	(257)	93	(1,023)	318
Total other (expense) income, net	(4,879)	(3,908)	(10,427)	(7,473)
Income from continuing operations before income taxes	109,614	57,311	140,871	86,017
Income tax expense	(35,723)	(19,345)	(47,622)	(29,106)
Income from continuing operations	73,891	37,966	93,249	56,911
Discontinued operations:				
(Loss) income from discontinued operations, net of tax	—	(259)	76	(275)
Loss on disposal of discontinued operations, net of tax	—	—	(3,044)	—
Loss from discontinued operations	—	(259)	(2,968)	(275)
Net income	\$ 73,891	\$ 37,707	\$ 90,281	\$ 56,636
Net income per common share:				
Basic				
Continuing operations	\$ 1.27	\$ 0.68	\$ 1.61	\$ 1.03
Discontinued operations	\$ 0.00	\$ (0.01)	\$ (0.05)	\$ (0.01)
Net income per basic common share	\$ 1.27	\$ 0.67	\$ 1.56	\$ 1.02
Diluted				
Continuing operations	\$ 1.18	\$ 0.63	\$ 1.49	\$ 0.96
Discontinued operations	\$ 0.00	\$ (0.01)	\$ (0.05)	\$ (0.01)
Net income per diluted common share	\$ 1.18	\$ 0.62	\$ 1.44	\$ 0.95
Weighted average number of common shares outstanding:				
Basic	58,180	56,047	57,968	55,411
Diluted	62,756	60,393	62,525	59,548

See accompanying notes to consolidated financial statements.

UNITED THERAPEUTICS CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Six Months Ended June 30,	
	2011	2010
	(Unaudited)	
Cash flows from operating activities:		
Net income	\$ 90,281	\$ 56,636
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	10,646	9,153
Provisions for bad debt and inventory obsolescence	2,846	828
Deferred tax expense	46,159	28,964
Share-based compensation	9,819	29,755
Amortization of debt discount and debt issue costs	9,020	8,273
Amortization of discount or premium on investments	2,437	876
Equity loss in affiliate and other	7,943	(56)
Excess tax benefits from share-based compensation	(6,289)	(16,355)
Changes in operating assets and liabilities:		
Accounts receivable	(9,486)	(32,969)
Inventories	(6,747)	(4,757)
Prepaid expenses	(2,338)	(1,143)
Other assets	(5,696)	(481)
Accounts payable	891	(9,329)
Accrued expenses	10,158	11,685
Other liabilities	(41,756)	(11,628)
Net cash provided by operating activities	117,888	69,452
Cash flows from investing activities:		
Purchases of property, plant and equipment	(18,883)	(9,117)
Purchases of held-to-maturity investments	(366,976)	(142,596)
Maturities of held-to-maturity investments	306,312	196,848
Redemptions of trading investments	—	17,175
Restrictions on cash	—	(17,156)
Net cash (used in) provided by investing activities	(79,547)	45,154
Cash flows from financing activities:		
Proceeds from the exercise of stock options	23,724	54,600
Excess tax benefits from share-based compensation	6,289	16,355
Net cash provided by financing activities	30,013	70,955
Effect of exchange rate changes on cash and cash equivalents	605	(504)
Net increase in cash and cash equivalents	68,959	185,057
Cash and cash equivalents, beginning of period	252,162	100,352
Cash and cash equivalents, end of period	\$ 321,121	\$ 285,409
Supplemental schedule of cash flow information:		
Cash paid for interest	\$ 2,060	\$ 625
Cash paid for income taxes	\$ 14,056	\$ 2,179
Non-cash investing activity: non-cash additions to property, plant and equipment	\$ 6,995	\$ —

See accompanying notes to consolidated financial statements.

UNITED THERAPEUTICS CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2011
(UNAUDITED)

1. Organization and Business Description

United Therapeutics Corporation is a biotechnology company focused on the development and commercialization of unique products to address the unmet medical needs of patients with chronic and life-threatening conditions. As used in these notes to the consolidated financial statements, unless the context otherwise requires, the terms “we,” “us,” “our,” and similar terms refer to United Therapeutics Corporation and its consolidated subsidiaries.

Our lead product, Remodulin[®] (treprostinil) Injection (Remodulin), was first approved in 2002 by the United States Food and Drug Administration (FDA) and has also been approved for use in countries outside of the United States. We sell Remodulin in the United States and in many other countries around the world. In 2009, we received FDA approval for Tyvaso[®] (treprostinil) Inhalation Solution (Tyvaso) and Adcirca[®] (tadalafil) tablets (Adcirca), both of which we market in the United States.

2. Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with the rules and regulations of the United States Securities and Exchange Commission (SEC) for interim financial information. Accordingly, they do not include all of the information and footnotes required by United States generally accepted accounting principles (GAAP) for complete financial statements. These consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the accompanying notes to the consolidated financial statements contained in our Annual Report on Form 10-K for the year ended December 31, 2010, as filed with the SEC on February 24, 2011.

In our management’s opinion, the accompanying consolidated financial statements contain all adjustments, including normal, recurring adjustments, necessary to fairly present our financial position as of June 30, 2011, our results of operations for the three- and six-month periods ended June 30, 2011 and 2010, and our cash flows for the six months ended June 30, 2011 and 2010. Interim results are not necessarily indicative of results for an entire year. The operating results of Medicomp, Inc. for the three- and six-month periods ended June 30, 2010 have been reclassified and presented within discontinued operations on our consolidated statements of operations. This change in presentation had no impact on net income as previously reported. We did not reclassify our consolidated balance sheet at December 31, 2010 or our consolidated statements of cash flows for the six months ended June 30, 2011 and 2010 to reflect the classification of Medicomp, Inc. as a discontinued operation as the impact is not significant to those statements (refer to Note 14— *Sale of Medicomp, Inc.*).

3. Inventories

Inventories are stated at the lower of cost (first-in, first-out method) or market (current replacement cost) and consist of the following, net of reserves (in thousands):

	June 30, 2011	December 31, 2010
Pharmaceutical products:		
Raw materials	\$ 4,686	\$ 2,788
Work-in-progress	17,091	18,598
Finished goods	19,479	13,098
Delivery pumps, supplies and equipment	4	1,036
Total inventories	<u>\$ 41,260</u>	<u>\$ 35,520</u>

4. Fair Value Measurements

Assets and liabilities subject to fair value measurements are required to be disclosed within a fair value hierarchy. The fair value hierarchy ranks the quality and reliability of inputs used to determine fair value. Accordingly, assets and liabilities carried at, or permitted to be carried at, fair value are classified within the fair value hierarchy in one of the following categories based on the lowest level input that is significant to a fair value measurement:

Level 1—Fair value is determined by using unadjusted quoted prices that are available in active markets for identical assets and liabilities.

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Level 2—Fair value is determined by using inputs other than Level 1 quoted prices that are directly or indirectly observable. Inputs can include quoted prices for similar assets and liabilities in active markets or quoted prices for identical assets and liabilities in inactive markets. Related inputs can also include those used in valuation or other pricing models such as interest rates and yield curves that can be corroborated by observable market data.

Level 3—Fair value is determined by using inputs that are unobservable and not corroborated by market data. Use of these inputs involves significant and subjective judgment.

Assets and liabilities subject to fair value measurements are as follows (in thousands):

	As of June 30, 2011			
	Level 1	Level 2	Level 3	Balance
Assets				
Money market funds (1)	\$ 208,711	\$ —	\$ —	\$ 208,711
Federally-sponsored and corporate debt securities (2)	—	566,092	—	566,092
Available-for-sale equity investment	455	—	—	455
Total assets	\$ 209,166	\$ 566,092	\$ —	\$ 775,258
Liabilities				
Convertible Senior Notes	\$ 367,278	\$ —	\$ —	\$ 367,278
Contingent consideration—Tyvaso Inhalation System acquisition (3)	—	—	618	618
Total liabilities	\$ 367,278	\$ —	\$ 618	\$ 367,896
	As of December 31, 2010			
	Level 1	Level 2	Level 3	Balance
Assets				
Money market funds (1)	\$ 91,206	\$ —	\$ —	\$ 91,206
Federally-sponsored and corporate debt securities (2)	—	507,375	—	507,375
Available-for-sale equity investment	373	—	—	373
Total assets	\$ 91,579	\$ 507,375	\$ —	\$ 598,954
Liabilities				
Convertible Senior Notes	\$ 421,721	\$ —	\$ —	\$ 421,721
Contingent consideration—Tyvaso Inhalation System acquisition (3)	—	—	1,894	1,894
Total liabilities	\$ 421,721	\$ —	\$ 1,894	\$ 423,615

-
- (1) Included in cash and cash equivalents and marketable investments and cash—restricted on the accompanying consolidated balance sheets.
 - (2) Included in current and non-current marketable investments on the accompanying consolidated balance sheets. The fair value of these securities is derived using a market approach—i.e., from pricing models that rely on relevant observable market data, including interest rates, yield curves, recently reported trades of comparable securities, credit spreads and benchmark securities. See also Note 5— *Marketable Investments—Held-to-Maturity Investments* to these consolidated financial statements.
 - (3) Included in non-current liabilities on the accompanying consolidated balance sheets. The fair value of the contingent consideration has been measured using a probability weighted discounted cash flow (DCF) model which incorporates a discount rate based on our estimated weighted average cost of capital and our projections regarding the timing and number of patients using the Tyvaso Inhalation System.

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A reconciliation of the beginning and ending balance of the Level 3 liability for the three- and six-month periods ended June 30, 2011, is presented below (in thousands):

	Contingent Consideration— Tyvaso Inhalation System Acquisition
Balance April 1, 2011—Asset (Liability)	\$ (605)
Transfers into Level 3	—
Transfers out of Level 3	—
Total gains/(losses) realized/unrealized	
Included in earnings	—
Included in other comprehensive income	(13)
Purchases	—
Sales	—
Issuances	—
Settlements	—
Balance June 30, 2011—Asset (Liability)	<u>\$ (618)</u>
Amount of total gains/(losses) for the three-month period ended June 30, 2011 included in earnings that are attributable to the change in unrealized gains or losses related to the outstanding liability	<u>\$ —</u>
	Contingent Consideration— Tyvaso Inhalation System Acquisition
Balance January 1, 2011—Asset (Liability)	\$ (1,894)
Transfers into Level 3	—
Transfers out of Level 3	—
Total gains/(losses) realized/unrealized	
Included in earnings	—
Included in other comprehensive income	(85)
Purchases	—
Sales	—
Issuances	—
Settlements	1,361
Balance June 30, 2011—Asset (Liability)	<u>\$ (618)</u>
Amount of total gains/(losses) for the six-month period ended June 30, 2011 included in earnings that are attributable to the change in unrealized gains or losses related to the outstanding liability	<u>\$ —</u>

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts receivables, accounts payable, and accrued expenses approximate fair value because of their short maturities. The fair values of our marketable investments and our 0.50% Convertible Senior Notes due October 2011 (Convertible Senior Notes) are reported above within the fair value hierarchy. The recorded value of our mortgage loan approximates its fair value as it bears a variable rate of interest that we believe approximates the market rate of interest for debt with similar credit risk profiles, terms and maturities. Refer to Note 9—*Debt—Mortgage Financing* for details.

5. Marketable Investments

Held-to-Maturity Investments

Marketable investments classified as held-to-maturity consist of the following (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Government-sponsored enterprises at June 30, 2011	\$ 303,758	\$ 181	\$ (45)	\$ 303,894
Corporate notes and bonds at June 30, 2011	262,083	157	(42)	262,198
Total	<u>\$ 565,841</u>	<u>\$ 338</u>	<u>\$ (87)</u>	<u>\$ 566,092</u>
As reported on the consolidated balance sheets at June 30, 2011:				
Current marketable securities	\$ 409,098			
Noncurrent marketable securities	156,743			
	<u>\$ 565,841</u>			

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Government-sponsored enterprises at December 31, 2010	\$ 282,005	\$ 52	\$ (152)	\$ 281,905
Corporate notes and bonds at December 31, 2010	225,394	144	(68)	225,470
Total	<u>\$ 507,399</u>	<u>\$ 196</u>	<u>\$ (220)</u>	<u>\$ 507,375</u>
As reported on the consolidated balance sheets at December 31, 2010:				
Current marketable securities	\$ 374,921			
Noncurrent marketable securities	132,478			
	<u>\$ 507,399</u>			

The following table summarizes gross unrealized losses and the length of time marketable investments have been in a continuous unrealized loss position (in thousands):

	As of June 30, 2011		As of December 31, 2010	
	Fair Value	Gross Unrealized Loss	Fair Value	Gross Unrealized Loss
Government-sponsored enterprises:				
Continuous unrealized loss position less than one year	\$ 86,408	\$ (45)	\$ 152,844	\$ (152)
Continuous unrealized loss position greater than one year	—	—	—	—
	86,408	(45)	152,844	(152)
Corporate notes and bonds:				
Continuous unrealized loss position less than one year	\$ 74,334	\$ (42)	\$ 107,883	\$ (68)
Continuous unrealized loss position greater than one year	—	—	—	—
	74,334	(42)	107,883	(68)
Total	<u>\$ 160,742</u>	<u>\$ (87)</u>	<u>\$ 260,727</u>	<u>\$ (220)</u>

We attribute the unrealized losses on held-to-maturity securities as of June 30, 2011, to the variability in related market interest rates. We do not intend to sell these securities, nor is it more likely than not that we will be required to sell them prior to the end of their contractual term. Furthermore, we believe these securities do not expose us to undue market risk or counterparty credit risk. As such, we do not consider these securities to be other than temporarily impaired.

The following table summarizes the contractual maturities of held-to-maturity marketable investments at June 30, 2011 (in thousands):

	June 30, 2011	
	Amortized Cost	Fair Value
Due in less than one year	\$ 409,098	\$ 409,276
Due in one to two years	156,743	156,816
Due in three to five years	—	—
Due after five years	—	—
Total	<u>\$ 565,841</u>	<u>\$ 566,092</u>

Equity Investments

We own less than 1 percent of the common stock of a public company. Our investment in this company is classified as available-for-sale and reported at fair value based on the quoted market price.

We have equity investments totaling \$8.0 million in privately-held corporations. We account for these investments at cost, as their fair value is not readily determinable. The fair value of our investments has not been estimated as of June 30, 2011, as there have been no events or developments indicating that these investments may be impaired. We include these investments within non-current other assets on our consolidated balance sheets.

6. Goodwill and Other Intangible Assets

Goodwill and other intangible assets comprise the following (in thousands):

	As of June 30, 2011			As of December 31, 2010		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Goodwill (1)	\$ 2,589	\$ —	\$ 2,589	\$ 2,487	\$ —	\$ 2,487
Other intangible assets (1):						
Technology, patents and tradenames	8,234	(4,734)	3,500	8,991	(5,368)	3,623
Customer relationships and non-compete agreements	5,171	(1,509)	3,662	4,762	(1,011)	3,751
Total	<u>\$ 15,994</u>	<u>\$ (6,243)</u>	<u>\$ 9,751</u>	<u>\$ 16,240</u>	<u>\$ (6,379)</u>	<u>\$ 9,861</u>

(1) Includes foreign currency translation adjustments.

Total amortization relating to other intangible assets for the five succeeding years and thereafter is presented below (in thousands):

Years ending December 31,	
2012	\$ 1,445
2013	1,422
2014	1,415
2015	1,139
2016	587
Thereafter	393
	<u>\$ 6,401</u>

7. Supplemental Executive Retirement Plan

We maintain the United Therapeutics Corporation Supplemental Executive Retirement Plan (SERP) to provide retirement benefits to certain senior members of our management team. To help fund our expected obligations under the SERP, we maintain the United Therapeutics Corporation Supplemental Executive Retirement Plan Rabbi Trust Document (Rabbi Trust). The balance in the Rabbi Trust was approximately \$5.1 million as of June 30, 2011 and December 31, 2010. The Rabbi Trust is irrevocable and SERP participants will have no preferred claim on, nor any beneficial ownership interest in, any assets of the Rabbi Trust. The investments in the Rabbi Trust are classified as restricted marketable investments and cash on our consolidated balance sheets.

Net periodic pension cost consists of the following (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Service cost	\$ 1,064	\$ 856	\$ 2,097	\$ 1,712
Interest cost	339	194	652	388
Amortization of prior service costs	193	36	359	72
Amortization of net actuarial loss	23	28	51	56
Net pension expense	<u>\$ 1,619</u>	<u>\$ 1,114</u>	<u>\$ 3,159</u>	<u>\$ 2,228</u>

8. Share Tracking Awards Plans

We maintain the United Therapeutics Corporation Share Tracking Awards Plan, adopted in June 2008 (the 2008 STAP), under which we grant long-term, equity-based compensation to eligible participants. Share tracking awards convey the right to receive in cash an amount equal to the appreciation of our common stock, which is calculated as the positive difference between the closing price of our common stock on the date of exercise and the date of grant. Awards generally vest in equal increments on each anniversary of the date of grant over a three- or four-year period and expire on the tenth anniversary of the date of grant. On March 15, 2011, our Board of Directors approved the United Therapeutics Corporation 2011 Share Tracking Awards Plan (the 2011 STAP), pursuant to which up to 2,000,000 share tracking awards may be granted under provisions substantially similar to those of the 2008 STAP. We refer to the 2008 STAP and the 2011 STAP collectively as the “STAP,” and awards granted under either of these plans as “STAP awards.”

We account for outstanding STAP awards as a liability because they are required to be settled in cash. Accordingly, we estimate the fair value of STAP awards at each financial reporting date using the Black-Scholes-Merton valuation model until settlement occurs or awards are otherwise no longer outstanding. Changes in the fair value of outstanding STAP awards are recognized as an adjustment to compensation expense on our consolidated statements of operations. The STAP liability balance was \$110.5 million and \$125.6 million at June 30, 2011 and December 31, 2010, respectively, and has been included within other current liabilities on our consolidated balance sheets.

In estimating the fair value of STAP awards, we are required to use inputs that materially impact the determination of fair value and the amount of compensation expense to be recognized. These inputs include the expected volatility of the price of our common stock, the risk-free interest rate, the expected term of STAP awards, the expected forfeiture rate and the expected dividend yield.

The table below presents the assumptions used to measure the fair value of STAP awards at June 30, 2011 and 2010:

	June 30, 2011	June 30, 2010
Expected volatility	46.1%	47.3%
Risk-free interest rate	1.5%	1.6%
Expected term of awards (in years)	4.4	4.8
Expected forfeiture rate	6.7%	6.0%
Expected dividend yield	0.0%	0.0%

A summary of the activity and status of the STAP awards for the six-month period ended June 30, 2011 is presented below:

	Number of Awards	Weighted- Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in Thousands)
Outstanding at January 1, 2011	7,380,480	\$ 39.91		
Granted	1,569,131	65.12		
Exercised	(726,425)	30.21		
Forfeited	(281,694)	44.43		
Outstanding at June 30, 2011	7,941,492	\$ 45.62	8.1	\$ 93,214
Exercisable at June 30, 2011	2,715,639	\$ 35.24	7.7	\$ 54,485
Expected to vest at June 30, 2011	4,550,871	\$ 49.92	8.7	\$ 36,084

The weighted average fair value of STAP awards granted during the six-month periods ended June 30, 2011 and 2010 was \$28.06 and \$27.71, respectively.

Share-based compensation (benefit) expense related to the STAP is as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Research and development	\$ (9,649)	\$ 501	\$ 5,092	\$ 9,725
Selling, general and administrative	(10,893)	283	4,112	10,341
Share-based compensation (benefit) expense before taxes (1)	(20,542)	784	9,204	20,066
Related income tax expense (benefit)	7,559	(290)	(3,387)	(7,424)
Share-based compensation expense, net of taxes	\$ (12,983)	\$ 494	\$ 5,817	\$ 12,642
Share-based compensation capitalized as part of inventory	\$ (456)	\$ 45	\$ 354	\$ 539

- (1) Share-based compensation benefit for the three month period ended June 30, 2011 resulted from the decrease in the fair value of STAP awards as a result of the decline in the price of our common stock at June 30, 2011.

Cash paid to settle STAP awards exercised during the six-month periods ended June 30, 2011 and 2010, was \$24.3 million and \$10.6 million, respectively.

9. Debt

Convertible Senior Notes

On October 30, 2006, we issued at par value \$250.0 million of Convertible Senior Notes. We pay interest on the Convertible Senior Notes semi-annually on April 15 and October 15 of each year. The Convertible Senior Notes are unsecured, unsubordinated debt obligations that rank equally with all of our other unsecured and unsubordinated indebtedness. The conversion price is \$37.61 per share and the number of shares of common stock used to determine the aggregate consideration upon conversion is approximately 6,646,000.

The closing price of our common stock exceeded 120 percent of the conversion price of the Convertible Senior Notes for more than 20 trading days during the 30 consecutive trading-day period ending on June 30, 2011. Consequently, the Convertible Senior Notes were convertible at the election of their holders. In addition, irrespective of whether the contingent conversion provisions have been satisfied, the Convertible Senior Notes can be converted at any time during the period beginning after July 15, 2011 and ending on the last business day preceding the maturity date, October 15, 2011.

Upon conversion, holders of our Convertible Senior Notes will receive: (1) cash equal to the lesser of the principal amount of the notes or the conversion value (the number of shares underlying the Convertible Senior Notes multiplied by the then

current conversion price per share); and (2) to the extent the conversion value exceeds the principal amount of the Convertible Senior Notes, shares of our common stock. In the event of a change in control, holders can require us to purchase from them all or a portion of their Convertible Senior Notes for 100 percent of the principal value plus any accrued and unpaid interest. At June 30, 2011, the aggregate conversion value of the Convertible Senior Notes exceeded their principal value by \$116.2 million using a conversion price of \$55.10, the closing price of our common stock on June 30, 2011. We have reserved sufficient shares of our common stock to satisfy the conversion requirements related to the Convertible Senior Notes.

Because the terms of the Convertible Senior Notes provide for settlement wholly or partially in cash, we are required to account for the liability and equity components of these debt instruments separately in a manner that reflects our non-convertible borrowing rate. Accordingly, we estimated the fair value of the Convertible Senior Notes without the conversion feature as of the date of issuance (Liability Component). The estimated fair value of the Liability Component was \$177.6 million. The excess of the proceeds received over the estimated fair value of the Liability Component totaling \$72.4 million was allocated to the conversion feature (Equity Component) and a corresponding offset was recognized as a discount to reduce the net carrying value of the Convertible Senior Notes. The discount is being amortized to interest expense over a five-year period ending October 2011 (the expected life of the Liability Component) using the interest method and an effective rate of interest of 7.5 percent, which corresponds to our estimated non-convertible borrowing rate at the date of issuance.

The contractual coupon rate of interest and the discount amortization associated with the Convertible Senior Notes are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Contractual coupon rate of interest	\$ 312	\$ 312	\$ 625	\$ 625
Discount amortization	4,189	3,889	8,301	7,707
Effective interest—Convertible Senior Notes	<u>\$ 4,501</u>	<u>\$ 4,201</u>	<u>\$ 8,926</u>	<u>\$ 8,332</u>

Amounts comprising the carrying value of the Convertible Senior Notes include the following (in thousands):

	June 30, 2011	December 31, 2010
Principal balance	\$ 249,968	\$ 249,968
Discount, net of accumulated amortization of \$66,703 and \$58,402	(5,699)	(14,000)
Carrying amount	<u>\$ 244,269</u>	<u>\$ 235,968</u>

Call Spread Option

Concurrent with the issuance of the Convertible Senior Notes, we purchased call options on our common stock in a private transaction with Deutsche Bank AG London (Call Option). The Call Option allows us to purchase up to approximately 6.6 million shares of our common stock at a price of \$37.61 per share. We will be required to issue shares of our common stock upon conversion if the price of our common stock exceeds \$37.61 per share upon conversion. The Call Option will terminate upon the earlier of the maturity date of the Convertible Senior Notes or the first day all of the Convertible Senior Notes are no longer outstanding. We paid \$80.8 million for the Call Option, which was recorded as a reduction to additional paid-in-capital.

In a separate transaction that took place simultaneously with the issuance of the Convertible Senior Notes, we sold a warrant to Deutsche Bank AG London under which Deutsche Bank AG London has the right to purchase approximately 6.6 million shares of our common stock at an exercise price of \$52.85 per share (Warrant). Proceeds received from the Warrant totaled \$45.4 million and were recorded as additional paid-in-capital.

The shares deliverable to us under the Call Option must be obtained from existing shareholders. Any shares that we may be required to deliver under the Warrant can consist of registered or unregistered shares, subject to potential adjustments to the settlement amount. The maximum number of shares of our common stock that we may be required to deliver in connection with the Warrant is approximately 6.6 million. We have reserved approximately 6.6 million shares for the settlement of the Warrant and had sufficient shares available as of June 30, 2011, to effect such settlement.

The combination of the Call Option and Warrant effectively reduces the potential dilutive impact of the Convertible Senior Notes and can be settled on a net share basis. These instruments are considered both indexed to our common stock and classified as equity; therefore, the Call Option and Warrant are not accounted for as derivative instruments.

Mortgage Financing

In December 2010, we entered into a Credit Agreement with Wells Fargo Bank, National Association (Wells Fargo) and Bank of America, N.A., pursuant to which we obtained \$70.0 million in debt financing. The Credit Agreement has a forty-eight month term maturing in December 2014 and is secured by our facilities in Research Triangle Park, North Carolina and Silver Spring, Maryland. Annual principal payments will be based on a twenty-five year amortization schedule using a fixed rate of interest of 7.0 percent and the outstanding debt will bear a floating rate of interest per annum based on the one-month London Interbank Offer Rate (LIBOR), plus a credit spread of 3.75 percent, or approximately 3.9 percent as of June 30, 2011. Alternatively, we have the option to change the rate of interest charged on the loan to 2.75 percent plus the greater of: (1) Wells Fargo's prime rate, or (2) the federal funds effective rate plus 0.05 percent, or (3) LIBOR plus 1.0 percent. The Credit Agreement also permits prepayment of the outstanding loan balance in its entirety, with varying declining prepayment premiums at specified intervals. The prepayment premium is initially 1.5 percent if the debt is prepaid within the first six months of the term and declines in 0.5 percent increments at each successive six-month interval, such that there is no premium if the loan is prepaid after December 2012. The Credit Agreement subjects us to various financial and negative covenants. As of June 30, 2011, we were in compliance with these covenants.

Interest Expense

Details of interest expense are presented below (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Interest expense	\$ 5,565	\$ 4,759	\$ 11,057	\$ 9,446
Less: interest capitalized	(134)	—	(216)	—
Total interest expense	<u>\$ 5,431</u>	<u>\$ 4,759</u>	<u>\$ 10,841</u>	<u>\$ 9,446</u>

10. Stockholders' Equity

Earnings per common share

Basic earnings per share is computed by dividing net income by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per share is computed by dividing net income by the weighted average number of shares of common stock outstanding during the period, adjusted for the potential dilutive effect of other securities if such securities were converted or exercised.

The components of basic and diluted earnings per common share comprise the following (in thousands, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Numerator:				
Income from continuing operations	\$ 73,891	\$ 37,966	\$ 93,249	\$ 56,911
Loss from discontinued operations	—	(259)	(2,968)	(275)
Net income	<u>\$ 73,891</u>	<u>\$ 37,707</u>	<u>\$ 90,281</u>	<u>\$ 56,636</u>
Denominator:				
Weighted average outstanding shares — basic	58,180	56,047	57,968	55,411
Effect of dilutive securities:				
Convertible Senior Notes (1)	2,698	2,020	2,807	2,155
Stock options (2)	<u>1,878</u>	<u>2,326</u>	<u>1,750</u>	<u>1,982</u>
Weighted average shares — diluted	<u>62,756</u>	<u>60,393</u>	<u>62,525</u>	<u>59,548</u>
Earnings per common share:				
Basic				
Continuing operations	\$ 1.27	\$ 0.68	\$ 1.61	\$ 1.03
Discontinued operations	\$ 0.00	\$ (0.01)	\$ (0.05)	\$ (0.01)
Net income per basic common share	<u>\$ 1.27</u>	<u>\$ 0.67</u>	<u>\$ 1.56</u>	<u>\$ 1.02</u>
Diluted				
Continuing operations	\$ 1.18	\$ 0.63	\$ 1.49	\$ 0.96
Discontinued operations	\$ 0.00	\$ (0.01)	\$ (0.05)	\$ (0.01)
Net income per diluted common share	<u>\$ 1.18</u>	<u>\$ 0.62</u>	<u>\$ 1.44</u>	<u>\$ 0.95</u>
Stock options and warrants excluded from calculation (3)	<u>5,548</u>	<u>6,501</u>	<u>5,394</u>	<u>6,311</u>

(1) Shares that would be received under the terms of the Call Option (see Note 9 — *Debt—Call Spread Option* to these consolidated financial statements) have been excluded from the calculation of diluted earnings per share as their impact would be anti-dilutive.

(2) Calculated using the treasury stock method.

(3) Certain stock options and warrants were excluded from the computation of diluted earnings per share because their impact would be anti-dilutive.

Stock Option Plan

We grant stock option awards under our equity incentive plan. The fair value of stock options is estimated using the Black-Scholes-Merton valuation model. Option pricing models, including Black-Scholes-Merton, require the input of assumptions that can materially impact the estimation of fair value and related compensation expense. These assumptions include the expected volatility of our common stock, risk-free interest rate, the expected term of stock option awards, expected forfeiture rate and the expected dividend yield.

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Presented below are the weighted average assumptions used to estimate the grant date fair value of stock options granted during the three- and six-month periods ended June 30, 2010. We did not grant any stock options during the three- and six-month periods ended June 30, 2011.

	Three Months Ended June 30, 2010	Six Months Ended June 30, 2010
Expected volatility	47.3%	47.3%
Risk-free interest rate	2.2%	2.5%
Expected term of options (years)	5.5	5.5
Expected dividend yield	0.0%	0.0%
Forfeiture rate	0.0%	0.0%

A summary of the activity and status of employee stock options during the six-month period ended June 30, 2011 is presented below:

	Number of Options	Weighted- Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2011	5,925,968	\$ 35.64		
Granted	—	—		
Exercised	(786,269)	29.64		
Forfeited	(173,734)	29.57		
Outstanding at June 30, 2011	4,965,965	\$ 36.80	6.3	\$ 95,263
Exercisable at June 30, 2011	4,963,966	\$ 36.80	6.3	\$ 95,215
Expected to vest at June 30, 2011	1,831	\$ 30.75	7.1	\$ 45

Total share-based compensation (benefit) expense related to employee stock options for the three- and six-month period ended June 30, 2011 and 2010, is as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Research and development	\$ 94	\$ 919	\$ 193	\$ 2,231
Selling, general and administrative	(6,591)	(2,283)	310	7,130
Share-based compensation expense before taxes	(6,497)	(1,364)	503	9,361
Related income tax expense (benefit)	2,391	505	(185)	(3,464)
Share-based compensation (benefit) expense, net of taxes	\$ (4,106)	\$ (859)	\$ 318	\$ 5,897
Share-based compensation capitalized as part of inventory	\$ 8	\$ 87	\$ 15	\$ 192

Employee and non-employee stock option exercise data is summarized below (dollars in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Number of options exercised	323,757	746,627	800,437	2,172,996
Cash received	\$ 9,748	\$ 18,278	\$ 23,724	\$ 54,600

11. Comprehensive Income

Comprehensive income consists of the following (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Net income	\$ 73,891	\$ 37,707	\$ 90,281	\$ 56,636
Other comprehensive income:				
Foreign currency translation (loss) gain	(189)	(1,324)	1,159	(2,851)
Unrecognized prior service cost, net of tax	(888)	23	(783)	46
Unrecognized actuarial pension gain (loss), net of tax	14	17	218	(144)
Unrealized (loss) gain on available-for-sale securities, net of tax	(126)	(1)	57	46
Comprehensive income	<u>\$ 72,702</u>	<u>\$ 36,422</u>	<u>\$ 90,932</u>	<u>\$ 53,733</u>

12. Income Taxes

Income tax expense for the three- and six-month periods ended June 30, 2011 and 2010 is based on the estimated annual effective tax rate for the entire year. The estimated annual effective tax rate can be subject to adjustment in subsequent quarterly periods if components used in its estimation are revised. The estimated annual effective tax rates as of June 30, 2011 and 2010 were 34 percent and 35 percent, respectively.

As of June 30, 2011, we had available for federal income tax purposes \$88.1 million in business tax credit carryforwards that will expire at various dates through 2025. Certain business tax credit carryforwards that were generated at various dates prior to December 2008 are subject to limitations on their use pursuant to Internal Revenue Code Section 382 (Section 382) as a result of ownership changes as defined by Section 382. However, we do not expect that these business tax credits will expire unused.

We are subject to federal and state taxation in the United States and various foreign jurisdictions. Our tax years from 2007 to 2009 are subject to examination by federal and state tax authorities. In addition, general business tax credits generated between 1998 and 2006 are subject to review as those credits were first utilized in 2008.

We are unaware of any uncertain tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits would significantly increase or decrease within the next twelve months.

13. Segment Information

Prior to June 30, 2011, we operated in two business segments: pharmaceutical and telemedicine. With the sale of our telemedicine subsidiary, Medicomp, Inc., in March 2011 and the subsequent discontinuation of our remaining telemedicine-related activities in June 2011, we no longer have a telemedicine segment. In light of these developments, we have presented the results of operations relating to Medicomp, Inc., including the loss recognized on its disposal, within discontinued operations on our consolidated statements of operations for the three- and six-month periods ended June 30, 2011 and 2010. Refer to Note 14— *Sale of Medicomp, Inc.* for further details.

As doctors and patients have become increasingly familiar with Tyvaso and Adcirca since these products received regulatory approval in 2009 and we have become more familiar with the market for these products, our chief operating decision makers regularly review revenue and cost of revenue data for our three commercial products.

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Revenues, cost of revenues and gross profit for each of our commercial products for the three- and six-month periods ended June 30, 2011 and 2010 were as follows (in thousands):

	Three Months Ended June 30,			
	Remodulin	Tyvaso	Adcirca	Total
2011				
Revenues	\$ 104,894	\$ 61,809	\$ 16,843	\$ 183,546
Cost of revenues	11,667	8,376	1,119	21,162
Gross profit	<u>\$ 93,227</u>	<u>\$ 53,433</u>	<u>\$ 15,724</u>	<u>\$ 162,384</u>
2010				
Revenues	\$ 96,367	\$ 29,483	\$ 8,589	\$ 134,439
Cost of revenues	8,056	6,630	575	15,261
Gross profit	<u>\$ 88,311</u>	<u>\$ 22,853</u>	<u>\$ 8,014</u>	<u>\$ 119,178</u>
	Six Months Ended June 30,			
	Remodulin	Tyvaso	Adcirca	Total
2011				
Revenues	\$ 208,098	\$ 109,505	\$ 28,161	\$ 345,764
Cost of revenues	24,201	14,816	1,883	40,900
Gross profit	<u>\$ 183,897</u>	<u>\$ 94,689</u>	<u>\$ 26,278</u>	<u>\$ 304,864</u>
2010				
Revenues	\$ 192,136	\$ 54,367	\$ 13,568	\$ 260,071
Cost of revenues	17,891	10,185	908	28,984
Gross profit	<u>\$ 174,245</u>	<u>\$ 44,182</u>	<u>\$ 12,660</u>	<u>\$ 231,087</u>

For the three-month periods ended June 30, 2011 and 2010, net revenues from our three U.S.-based distributors represented 82 percent and 84 percent, respectively, of our total net revenues. For the six-month periods ended June 30, 2011 and 2010, net revenues from our three U.S.-based distributors represented 83 percent and 85 percent, respectively, of our total net revenues.

14. Sale of Medicomp, Inc.

In February 2011, we entered into an agreement and plan of merger to sell our wholly owned telemedicine subsidiary, Medicomp, Inc. (Medicomp), to a group of private investors, including Medicomp's current president. At closing on March 31, 2011, we sold 100 percent of the outstanding stock of Medicomp in exchange for 42,004 shares of United Therapeutics' common stock held by the investors, with an aggregate value of \$2.8 million, and a \$12.1 million, ten-year promissory note bearing interest at 5.0 percent per annum. We recognized a loss of \$4.5 million in connection with the sale of Medicomp which has been included in the results of discontinued operations for the six months ended June 30, 2011. Immediately after closing the sale, we purchased a 19.9 percent ownership interest in Medicomp in exchange for \$1.0 million in cash and an approximately \$2.0 million reduction in the face value of the promissory note. The carrying value of our investment in Medicomp was based on the consideration Medicomp received, which we believe approximated the fair value of our non-controlling interest.

We did not classify the operating results of Medicomp as a discontinued operation on our consolidated statements of operations for the three-month periods ended March 31, 2011 and 2010 because we expected to generate direct continuing cash flows from the development and commercialization of an arrhythmia detection application. However, in June 2011, we discontinued all activities related to the development of this application and do not expect to generate further direct cash flows from telemedicine-related activities. As such, we met the criteria for reporting discontinued operations during the one-year assessment period, which began on March 31, 2011. Accordingly, we have included the operating results of Medicomp, including the loss recognized on its disposal, within discontinued operations on our consolidated statements of operations for the three- and six-month periods ended June 30, 2011 and 2010.

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We sold the following assets and liabilities of Medicomp as of the closing date (in thousands):

	<u>March 31, 2011</u>
Assets	
Cash	\$ 1,221
Accounts receivable and inventory	1,028
Deferred tax assets	8,882
Equipment and other assets	7,089
Total assets	<u>\$ 18,220</u>
Other current liabilities	<u>\$ 1,433</u>

Medicomp's revenues and loss before income tax reported in discontinued operations for the three- and six-month periods ended June 30, 2011 and 2010 are presented below (in thousands):

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2011</u>	<u>2010</u>	<u>2011</u>	<u>2010</u>
Revenues	\$ —	\$ 2,770	\$ 3,107	\$ 5,736
Loss before income tax	\$ —	\$ (391)	\$ (4,431)	\$ (417)

15. Subsequent Event

On July 11, 2011, we acquired 100 percent of the outstanding stock of Revivacor, Inc. (Revivacor), a company focused on developing genetic biotechnology platforms. We acquired Revivacor to pursue early stage product development in the field of tissue and organ transplantation. Acquisition consideration consisted of (1) an initial payment in cash of approximately \$3.5 million; (2) additional consideration of up to \$25.0 million to be paid upon the achievement of specific developmental and regulatory milestones; and (3) future payments based on revenues from related products developed. We are currently in the process of gathering all necessary information to complete the acquisition-date measurements which we expect to finalize by the quarter ended September 30, 2011.

Item 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2010, and the consolidated financial statements and accompanying notes included in *Part I, Item 1* of this Quarterly Report on Form 10-Q. The following discussion contains forward-looking statements made pursuant to the safe harbor provisions of Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995, including the statements listed in the section below entitled *Part II, Item 1A—Risk Factors*. These statements are based on our beliefs and expectations about future outcomes and are subject to risks and uncertainties that could cause our actual results to differ materially from anticipated results. Factors that could cause or contribute to such differences include those described in *Part II, Item 1A—Risk Factors* of this Quarterly Report on Form 10-Q; factors described in our Annual Report on Form 10-K for the year ended December 31, 2010, under the section entitled *Part I, Item 1A—Risk Factors—Forward-Looking Statements*; and factors described in other cautionary statements, cautionary language and risk factors set forth in other filings with the Securities and Exchange Commission (SEC). We undertake no obligation to publicly update these forward-looking statements, whether as a result of new information, future events or otherwise.

Overview

We are a biotechnology company focused on the development and commercialization of unique products to address the unmet medical needs of patients with chronic and life-threatening conditions.

Our key therapeutic products and product candidates include:

- *Prostacyclin analogues (Remodulin[®], Tyvaso[®], oral treprostinil and beraprost-MR)* : stable synthetic forms of prostacyclin, an important molecule produced by the body that has powerful effects on blood vessel health and function;
- *Phosphodiesterase type 5 (PDE-5) inhibitor (Adcirca[®])* : a molecule that acts to inhibit the degradation of cyclic guanosine monophosphate (cGMP) in cells. cGMP is activated by nitric oxide, a naturally occurring substance in the body that mediates the relaxation of vascular smooth muscle;
- *Monoclonal antibodies for oncologic applications (Ch14.18 MAb and 8H9 MAb)* : antibodies that treat cancer by activating the immune system; and
- *Glycobiology antiviral agents* : a novel class of small, sugar-like molecules that have shown antiviral activity in a range of pre-clinical settings.

We concentrate substantially all of our research and development efforts on these key therapeutic programs. Our lead product is Remodulin (treprostinil) Injection (Remodulin) for the treatment of pulmonary arterial hypertension (PAH). The United States Food and Drug Administration (FDA) initially approved Remodulin in 2002 for subcutaneous (under the skin) administration. The FDA subsequently broadened its approval of Remodulin in 2004 for intravenous (in the vein) use and for the treatment of patients requiring transition from Flolan[®], the first drug approved by the FDA for the treatment of PAH. In addition to the United States, Remodulin is approved in many other countries, primarily for subcutaneous use. Our other commercial products include Adcirca (tadalafil) tablets (Adcirca) and Tyvaso (treprostinil) Inhalation Solution (Tyvaso). In 2009, the FDA approved Adcirca, an orally administered therapy for the treatment of PAH to which we acquired certain exclusive commercialization rights from Eli Lilly and Company (Lilly). In 2009, we also received FDA approval of Tyvaso, an inhaled therapy for the treatment of PAH. We launched both these products for commercial sale during the third quarter of 2009. These two therapies enable us to offer treatments to a broader range of patients who suffer from PAH. In addition, we are continuing to develop oral formulations of treprostinil and beraprost-MR, both for the treatment of PAH.

Pursuant to a February 2011 merger agreement, we sold Medicomp, Inc., our telemedicine subsidiary, to a group of private investors on March 31, 2011. In addition, in June 2011, we discontinued all of our continuing telemedicine-related activities. Accordingly, the results of Medicomp, Inc., including the loss recognized on its disposal, have been included in discontinued operations for the three- and six-month periods ended June 30, 2011 and 2010. See Note 14—*Sale of Medicomp, Inc.* to our consolidated financial statements included in this Quarterly Report on Form 10-Q for further details.

Revenues

Sales of Remodulin comprise the largest share of our revenues. Other significant sources of revenues include sales of Tyvaso and Adcirca. Sales of Tyvaso and Adcirca have continued to grow since their commercial introduction in 2009, as each of these therapies has gained broader market acceptance. We sell Remodulin and Tyvaso in the United States to our specialty pharmaceutical distributors: Accredo Health Group, Inc., CuraScript, Inc. and CVS Caremark. Adcirca is sold to pharmaceutical wholesalers that are part of Lilly's pharmaceutical wholesaler network. We also sell Remodulin to distributors outside of the United States. On July 21, 2011, Express Scripts, Inc., the parent company of CuraScript, announced the signing of a merger agreement with Medco Health Solutions, Inc., the parent company of Accredo. The parties announced that the merger, which is subject to regulatory and shareholder approvals, is expected to close in the first half of 2012. At this time, we do not expect that this merger will materially affect our business.

We require our distributors to maintain reasonable levels of contingent inventory at all times as the interruption of Remodulin or Tyvaso therapy can be life threatening. Consequently, sales of these therapies in any given quarter may not precisely reflect patient demand. Our distributors typically place monthly orders based on estimates of future demand and considerations of contractual minimum inventory requirements. As a result, the sales volume of Remodulin and Tyvaso can vary, depending on the timing and magnitude of these orders.

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, the Acts) contains broad provisions that will be implemented over the next several years. We are continually evaluating the impact of the Acts on our business; however, our evaluation is dependent upon the issuance of final regulations and the impact this legislation will have on insurance companies and their relationships with drug manufacturers.

On January 1, 2011, certain provisions of the Acts that address the coverage gap in the Medicare Part D prescription drug program (commonly known as the "donut hole") became effective. Under these provisions, drug manufacturers are required to provide a 50 percent discount on branded prescription drugs to patients receiving reimbursement under Medicare Part D while they are in this coverage gap. These provisions of the Acts apply to Adcirca, which is our only commercial pharmaceutical product covered by Medicare Part D. Approximately 35 percent of our Adcirca patients are covered under Medicare Part D. The vast majority of our Remodulin and Tyvaso Medicare patients are covered under Medicare Part B which contains no similar coverage gap and thus no additional expenses for manufacturers.

We were not materially impacted by the Acts during 2010 and estimate that our revenues will be reduced by less than one percent in 2011 as a result of the Acts. However, the potential long-term impact of the Acts on our business is inherently difficult to predict as many of the details regarding the implementation of this legislation have not been determined. Presently, we have not identified any provisions that could materially impact our business, but will continue to monitor future developments of this legislation.

Total revenues are reported net of: (1) estimated rebates; (2) prompt pay discounts; (3) allowances for product returns or exchanges; and (4) service fees to our distributors. We estimate our liability for rebates from an analysis of historical levels of rebates to both state Medicaid agencies and commercial third-party payers by product relative to sales of each product. We determine our obligation for prescription drug discounts required for Medicare Part D patients within the coverage gap based on estimations of the number of Medicare Part D patients and the period such patients would remain within the coverage gap. We provide prompt pay discounts to customers that pay amounts due within a specific time period and base our estimates for prompt pay discounts on observed customer payment behavior. We estimate the allowance for sales returns for Adcirca based on published industry data related to specialty pharmaceuticals, and will continue to do so until we have sufficient historical data on which to base our allowance. In addition, we compare patient prescription data for Adcirca to sales of Adcirca on a quarterly basis to ensure a reasonable relationship between prescription and sales trends. To date, we have not identified any unusual patterns in the volume of prescriptions relative to sales that would warrant reconsideration of, or adjustment to, the methodology we currently employ to estimate our allowance for returns. The allowance for exchanges for Remodulin is based on the historical rate of product exchanges, which has been too immaterial to record. In addition, because Tyvaso is distributed in the same manner and under similar contractual arrangements as Remodulin, the level of product exchanges for Tyvaso has been comparable to that of Remodulin and we anticipate minimal exchange activity in the future for both products. Lastly, we estimate fees paid to our distributors for services based on contractual rates for specific services applied to the estimated units of service provided for the period.

Expenses

Since our inception, we have devoted substantial resources to our various research and development initiatives. Accordingly, we incur considerable costs related to our clinical trials and research, which we conduct both internally and

through third parties, on a variety of projects to develop pharmaceutical products. We also seek to license or acquire promising technologies and/or compounds to be incorporated into our development pipeline.

Our operating expenses can be materially impacted by the recognition of share-based compensation in connection with any stock option grants which are generally contingent on a performance requirement and our share tracking awards plans (STAP). STAP awards are required to be measured at fair value at the end of each reporting period until the awards are no longer outstanding. The fair value of both STAP awards and stock option grants are measured using inputs and assumptions that can materially impact the amount of compensation expense for a given period. Additionally, some or all of the following factors, among others, can cause substantial variability in the amount of share-based compensation recognized in connection with the STAP from period to period: (1) changes in the price of our common stock; (2) changes in the number of outstanding awards; and (3) changes in both the number of vested awards and the period awards have accrued toward vesting. Generally, our stock option grants are measured at fair value at the date of grant and related compensation is recognized over the requisite service period, which typically coincides with the vesting period. In the case of options that vest upon issuance, we recognize all compensation expense immediately at the date of grant. We accrue compensation expense for performance-related stock option grants when we determine it is probable that the performance criteria will be met.

Major Research and Development Projects

Our major research and development projects focus on the use of prostacyclin analogues to treat cardiopulmonary diseases, monoclonal antibodies to treat a variety of cancers, and glycobiology antiviral agents to treat infectious diseases.

Cardiopulmonary Disease Projects

Tyvaso

The FDA approved Tyvaso for the treatment of PAH in July 2009, and we launched the product for commercial sale in September 2009. In connection with the Tyvaso approval, we agreed to a post-marketing requirement (PMR) and certain post-marketing commitments (PMCs). PMRs and PMCs often obligate sponsors to conduct studies after FDA approval to gather additional information about a product's safety, efficacy, or optimal use. PMRs are required studies, whereas PMCs are voluntary commitments. We are required to provide the FDA with annual updates on our PMR and PMCs. Failure to complete or adhere to the timelines set forth by the FDA for the PMR could result in penalties, including fines or withdrawal of Tyvaso from the market, unless we are able to demonstrate good cause for the failure or delay.

In accordance with our PMR, we are enrolling patients in a long-term observational study in the U.S. that will include 1,000 patient years of follow-up in patients treated with Tyvaso, and 1,000 patient years of follow up in control patients receiving other PAH treatments. This study will allow us to continue to assess the safety of Tyvaso. We are currently required to submit the results of the study by December 15, 2014.

Under the PMCs, we are committed to modify particular aspects of the Tyvaso Inhalation System. As part of these modifications, we agreed to perform a usability analysis incorporating the evaluation and prioritization of user-related risk followed by a human factors study. The modifications and usability analysis have been completed, and we submitted a supplement to our New Drug Application (NDA) in May 2011, which we believe fulfills the PMC requirement.

Oral treprostinil

We have two Phase III clinical trials, FREEDOM-M (which was recently completed successfully) and FREEDOM-C² (which remains ongoing), to evaluate the safety and efficacy of oral treprostinil in patients with PAH.

In December 2006, we began our FREEDOM-M trial, which was a 12-week study of newly-diagnosed PAH patients not currently on any background therapy. In February 2009, we submitted a protocol amendment to the FDA to add patients to the ongoing FREEDOM-M trial. These additional patients were provided access to a 0.25 mg tablet when beginning the trial. We completed enrollment of FREEDOM-M in January 2011 with 349 patients, with the population for the primary analysis consisting of the 228 patients who had access to the 0.25 mg tablet at randomization. In June 2011, we announced the completion of the FREEDOM-M trial and that the trial met its primary endpoint of improvement in six-minute walk distance at

week 12. Preliminary analysis of the FREEDOM-M results demonstrated that patients receiving oral treprostinil improved their median six-minute walk distance by approximately 23 meters ($p=0.0125$, Hodges-Lehmann estimate and non-parametric analysis of covariance in accordance with the trial's pre-specified statistical analysis plan) as compared to patients receiving placebo. The median change from baseline was 25 meters for patients receiving oral treprostinil and -5 meters for patients receiving placebo at week 12.

In June 2009, we began enrollment for our FREEDOM-C² trial, which is a 16-week study of PAH patients on an approved background therapy. In this trial, patients are provided access to a 0.25 mg tablet and doses are titrated in 0.25 mg to 0.5 mg increments. In March 2011, we completed enrollment of FREEDOM-C² with 313 patients, compared to a target enrollment of 300 patients, and we expect to unblind and announce preliminary analysis of the results of the trial no later than September 2011.

Beraprost-MR

On July 25, 2011, we entered into an exclusive license agreement with Toray Industries, Inc. (Toray) to amend and replace our existing March 2007 license agreement regarding the development of a modified release formulation of beraprost-MR, an oral prostacyclin analogue for the treatment of PAH. The terms of the July 2011 license agreement did not materially change from the previous license agreement and license agreement supplements except for a reduction in royalty rates. In exchange for the reduction in royalty rates, we agreed to pay Toray \$50.0 million in equal, non-refundable payments over the five-year period ending in 2015. Since these payments are non-refundable and have no contingencies attached to them, we will recognize a \$50.0 million obligation and a corresponding charge to research and development expenses during the quarter ended September 30, 2011.

Collagen Type V

Pursuant to our February 2010 development agreement with ImmuneWorks, Inc., we are developing a purified bovine Type V Collagen oral solution called IW001 for the treatment of idiopathic pulmonary fibrosis (IPF), a progressive lung disease characterized by abnormal and excessive fibrotic tissue in the lungs, and primary graft dysfunction, a type of organ rejection that can occur in lung transplants. Human clinical testing of IW001 has commenced, and a Phase I clinical trial in patients with IPF is ongoing.

Cell-based Therapy

In June 2011, we entered into a license agreement with Pluristem Ltd. (Pluristem) to develop and commercialize a cell-based product for the treatment of pulmonary hypertension using Pluristem's proprietary cell technology. Consideration to be paid to Pluristem in exchange for the license rights includes a one-time, non-refundable payment of \$5.0 million payable upon closing, which we anticipate will occur during the third quarter of 2011. Accordingly, we expect to expense the \$5.0 million payment as research and development during the quarter ended September 30, 2011.

From inception to June 30, 2011, we have spent approximately \$649.8 million on these and other cardiopulmonary programs.

Cancer Disease Projects

Ch14.18 Antibody

In July 2010, we entered into a Cooperative Research and Development Agreement (CRADA) with the National Cancer Institute (NCI) to collaborate on the late-stage development and regulatory agency submissions of Chimeric Monoclonal Antibody 14.18 (Ch14.18) for children with high-risk neuroblastoma and patients with other forms of cancer. Ch14.18 is an antibody that has shown potential in the treatment of certain types of cancer by targeting GD2, a glycolipid on the surface of tumor cells. Under the terms of the CRADA, NCI will conduct a clinical trial in approximately 100 patients to define more clearly the safety and toxicity profile of Ch14.18 immunotherapy in children, and we will develop the commercial manufacturing capability for the antibody. As part of developing our commercial manufacturing capability, we will need to demonstrate comparability of our Ch14.18 to the NCI-produced Ch14.18, which typically includes a series of analytical and bioanalytical assays and human pharmacokinetics. The NCI studies, including a previously conducted Phase III clinical trial and all other necessary studies supported by NCI, will be used as the basis for a Biologics License Application seeking FDA approval of Ch14.18 immunotherapy for the treatment of neuroblastoma. We have received orphan drug designation for Ch14.18 from the FDA and European Medicines Agency.

8H9 Antibody

Pursuant to a December 2007 agreement with Memorial Sloan-Kettering Cancer Center, we obtained certain license rights to an investigational monoclonal antibody, 8H9, for the treatment of metastatic brain cancer. 8H9 is a mouse IgG1 MAb that is highly reactive with a range of human solid tumors, including human brain cancers. The 8H9 antibody is in early investigational development for metastases that develop in the brain from the spread of cancers from other tissues in the body. Metastatic brain

cancers are ten times more common than cancers that originate in the brain, and prognosis for patients with metastatic brain cancers is very poor. In the United States, more than 100,000 cases of metastatic brain cancer are diagnosed each year.

We have spent approximately \$69.5 million from inception to June 30, 2011, on our cancer programs.

Infectious Disease Projects

Pursuant to our research agreement with the University of Oxford (Oxford), we have the exclusive right to commercialize a platform of glycobiology antiviral drug candidates in various preclinical and clinical stages of testing for the treatment of a wide variety of viruses. Through our research agreement with Oxford, we are also supporting research into new glycobiology antiviral drug candidates and technologies. We are currently testing many of these compounds in preclinical studies and Oxford continues to synthesize new agents that we may elect to test.

We have spent approximately \$48.9 million from inception to June 30, 2011, on our infectious disease programs.

Cost of Product Sales

Cost of product sales are comprised of costs to manufacture and acquire products sold to customers, and royalty payments under license agreements granting us rights to sell related products. We manufacture forms of treprostinil using advanced intermediate compounds purchased in bulk from several third-party vendors that have the capacity to produce greater quantities of these compounds more cost effectively than we do. Our manufacturing process has been designed to give us the flexibility to produce the forms of treprostinil used in Remodulin, Tyvaso, and our oral tablet, based on forecasted demand for each of these products. The approved shelf life for both Remodulin and Tyvaso is 36 months. Correspondingly, we maintain inventories of these products equivalent to approximately three years of expected demand to ensure sufficient availability of Remodulin and Tyvaso at all times.

We acquired the rights to the Tyvaso Inhalation System from NEBU-TEC International Med Products Eike Kern GmbH (NEBU-TEC) in September 2009. We currently manufacture the Tyvaso Inhalation System in Germany using labor supplied by NEBU-TEC. In addition, we received FDA approval in December 2010 for Minnetronix, Inc. to manufacture the Tyvaso Inhalation System and for Quality Tech Services, Inc. to package daily supplies. Catalent Pharma Solutions, Inc. continues to manufacture Tyvaso for us and in March 2011, we received FDA approval to produce Tyvaso in our Silver Spring, Maryland facility.

In 2009, we amended our contract with our Remodulin manufacturer, Baxter Pharmaceutical Solutions, LLC (Baxter), to extend the contract term through 2013. As part of that contract amendment, we agreed that Baxter will manufacture Remodulin in greater quantities using larger capacity production equipment. This new manufacturing process and related equipment will require FDA and international regulatory approvals. We are currently conducting validation testing for the new equipment and process. Until FDA approval of the new process and equipment, Baxter continues to manufacture Remodulin using the approved process and equipment. In January 2011, we received FDA approval of Jubilant HollisterStier Contract Manufacturing and Services as an additional manufacturer for Remodulin in the larger quantities discussed above. In addition, we have submitted an NDA supplement to approve our Silver Spring, Maryland facility for the production of Remodulin.

Future Prospects

Because PAH remains a progressive disease without a cure, we expect continued growth in the demand for our commercial products as alternatives or complements to other existing approved therapies. Furthermore, the commercial introduction of Tyvaso and Adcirca has enabled us to offer products to more patients along the full continuum of the disease. The continued achievement of our growth objectives will depend in large part upon the successful commercial development of products within our pipeline. To this end, we continue to develop oral treprostinil and beraprost-MR and seek to expand the use of our therapies to treat patients at earlier stages in the PAH disease progression.

Our future growth and profitability will depend on many factors including, but not limited to: (1) the timing and outcome of clinical trials and regulatory approvals, including the PMCs and PMR for Tyvaso; (2) the timing of the commercial launch of new products; (3) the pricing of and demand for our products and services; (4) reimbursement of our products by public and private insurance organizations; (5) the competition we face within our industry; and (6) our ability to effectively manage our growth in an increasingly complex regulatory environment.

We operate in a highly competitive market in which a small number of pharmaceutical companies control a majority of the currently approved PAH therapies. These pharmaceutical companies not only possess greater visibility in the market, but also

greater financial, technical and marketing resources than we do. In addition, there are a number of investigational products in development that, if approved, may erode the market share of our existing commercial therapies and make market acceptance more difficult to achieve for any therapies we market in the future.

Financial Position

Cash, cash equivalents and marketable investments (excluding restricted amounts) at June 30, 2011, were \$887.4 million compared to \$759.9 million at December 31, 2010. The increase in cash and marketable investments of \$127.5 million was driven by collections of accounts receivable outstanding as of December 31, 2010 as well as a reduction in the level of expenditures during the six-month period ended June 30, 2011.

Accounts receivable at June 30, 2011 was \$82.5 million compared to \$73.7 million at December 31, 2010. The increase of \$8.8 million corresponded to the increase in sales of our commercial products for the quarter ended June 30, 2011, compared to sales for the quarter ended December 31, 2010.

The decrease in current deferred tax assets of \$10.3 million from \$12.6 million at December 31, 2010 to \$2.3 million at June 30, 2011 and the increase in other non-current assets of \$9.9 million from \$11.1 million at December 31, 2010 to \$21.1 million at June 30, 2011, resulted primarily from the sale of Medicomp, Inc., which closed on March 31, 2011. Refer to Note 14— *Sale of Medicomp, Inc.* to the consolidated financial statements included in this Quarterly Report on Form 10-Q for details.

Inventories were \$41.3 million at June 30, 2011 compared to \$35.5 million at December 31, 2010. The increase in inventories of \$5.7 million reflects our expectations regarding future sales growth.

The increase in property, plant and equipment of \$8.9 million, from \$306.0 million at December 31, 2010 to \$314.9 million at June 30, 2011, resulted principally from amounts capitalized in connection with our current construction projects in Maryland and North Carolina.

Accrued expenses increased by \$11.7 million, from \$50.3 million at December 31, 2010 to \$62.0 million at June 30, 2011. The increase consisted primarily of a \$4.9 million increase in accruals for rebates and royalties and a \$5.5 million increase in accrued expenses relating to vendor invoices which had not yet been processed by accounts payable as of June 30, 2011.

Other current liabilities were \$130.2 million at June 30, 2011 compared to \$126.3 million at December 31, 2010. The increase of \$3.9 million resulted largely from an increase of \$17.7 million in taxes payable, offset by a \$15.0 million decrease in the STAP liability, which was driven by the decline in the price of our common stock.

Convertible notes increased by \$8.3 million, from \$236.0 million at December 31, 2010, to \$244.3 million at June 30, 2011, as a result of amortization of the debt discount on our Convertible Senior Notes for the six months ended June 30, 2011.

Additional paid-in capital was \$959.0 million at June 30, 2011 compared to \$928.7 million at December 31, 2010. The increase of \$30.3 million consisted of \$23.7 million in proceeds and \$6.3 million in tax benefits related to the exercise of stock options.

Results of Operations

Three Months Ended June 30, 2011 and 2010

Revenues

The following table sets forth the components of net revenues (dollars in thousands):

	Three Months Ended June 30,		Percentage Change
	2011	2010	
Cardiopulmonary products:			
Remodulin	\$ 104,894	\$ 96,367	8.8%
Tyvaso	61,809	29,483	109.6%
Adcirca	16,843	8,589	96.1%
Other	205	282	(27.3)%
Total net revenues	<u>\$ 183,751</u>	<u>\$ 134,721</u>	<u>36.4%</u>

The growth in revenues for the three months ended June 30, 2011 compared to the same period in 2010, corresponded primarily to the continued increase in the number of patients being prescribed our products. For the three-months ended June 30, 2011 and 2010, approximately 82 percent and 84 percent, respectively, of total net revenues were derived from our three U.S.-based distributors.

The table below includes a reconciliation of the accounts associated with estimated rebates, prompt-pay discounts, sales allowances and distributor fees (in thousands):

	Three Months Ended June 30, 2011				
	Rebates	Prompt Pay Discounts	Allowance for Sales Returns	Distributor Fees	Total
Balance, April 1, 2011	\$ 10,911	\$ 1,304	\$ 670	\$ 607	\$ 13,492
Provisions attributed to sales in:					
Current period	11,266	3,942	198	1,067	16,473
Prior periods	2,118	—	—	—	2,118
Payments or credits attributed to sales in:					
Current period	(167)	(2,443)	—	(576)	(3,186)
Prior periods	(10,644)	(1,153)	—	(366)	(12,163)
Balance, June 30, 2011	<u>\$ 13,484</u>	<u>\$ 1,650</u>	<u>\$ 868</u>	<u>\$ 732</u>	<u>\$ 16,734</u>

	Three Months Ended June 30, 2010				
	Rebates	Prompt Pay Discounts	Allowance for Sales Returns	Distributor Fees	Total
Balance, April 1, 2010	\$ 5,811	\$ 1,177	\$ 116	\$ 614	\$ 7,718
Provisions attributed to sales in:					
Current period	8,253	2,906	112	1,004	12,275
Prior periods	—	—	—	—	—
Payments or credits attributed to sales in:					
Current period	(140)	(1,239)	—	(352)	(1,731)
Prior periods	(4,954)	(1,178)	—	(606)	(6,738)
Balance, June 30, 2010	<u>\$ 8,970</u>	<u>\$ 1,666</u>	<u>\$ 228</u>	<u>\$ 660</u>	<u>\$ 11,524</u>

Research and Development Expenses

The table below summarizes research and development expense by major project and non-project component (dollars in thousands):

	Three Months Ended June 30,		Percentage Change
	2011	2010	
Project and non-project component:			
Cardiopulmonary	\$ 24,490	\$ 18,619	31.5%
Share-based compensation	(9,555)	1,420	(772.9)%
Other	9,305	8,548	8.9%
Total research and development expense	<u>\$ 24,240</u>	<u>\$ 28,587</u>	<u>(15.2)%</u>

Cardiopulmonary. The increase in cardiopulmonary program expenses for the quarter ended June 30, 2011, compared to the same quarter in 2010, corresponded principally to an increase of \$6.4 million in expenses related to our FREEDOM-C² and FREEDOM-M clinical trials and a \$1.3 million increase in expenses related to the development of beraprost-MR. These increases were offset in part by a decrease of \$3.1 million in expenses related to our development of a Type V Collagen oral solution, as these expenses for the quarter ended June 30, 2010 included an initial \$3.0 million milestone payment.

Share-based compensation. The decrease in share-based compensation for the quarter ended June 30, 2011, compared to the same quarter in 2010, resulted from a reduction in compensation expense incurred in connection with the STAP as a result of the decrease in our stock price.

Selling, General and Administrative Expenses

The table below summarizes selling, general and administrative expense by major category (dollars in thousands):

	Three Months Ended June 30,		Percentage Change
	2011	2010	
Category:			
General and administrative	\$ 24,268	\$ 18,754	29.4%
Sales and marketing	17,072	12,900	32.3%
Share-based compensation	(17,484)	(2,000)	(774.2)%
Total selling, general and administrative expense	<u>\$ 23,856</u>	<u>\$ 29,654</u>	<u>(19.6)%</u>

General and administrative. The increase in general and administrative expenses for the quarter ended June 30, 2011, compared to the same quarter in 2010, corresponded principally to increases in professional fees of \$2.2 million incurred in connection with completed and prospective transactions and a \$1.4 million increase in corporate travel as a result of the growth in our business and an increase in business development activities.

Sales and marketing. The increase in sales and marketing expenses for the quarter ended June 30, 2011, compared to the quarter ended June 30, 2010, was attributable primarily to an increase of \$2.4 million in salaries due to the recent expansion of our sales force, and a \$1.4 million increase in professional fees incurred in connection with our marketing and advertising initiatives.

Share-based compensation. The decrease in share-based compensation for the quarter ended June 30, 2011, compared to the same quarter in 2010, reflects to a large extent a reduction in compensation expense incurred in connection with the STAP as a result of the decrease in our stock price.

Income Taxes

The provision for income taxes was \$35.7 million for the quarter ended June 30, 2011, compared to \$19.3 million for the same quarter in 2010. Income tax expense is based on an estimated annual effective tax rate that is subject to adjustment in subsequent quarterly periods if components used to estimate the annual effective tax rate are revised. The estimated annual effective tax rates were approximately 34 percent and 35 percent as of June 30, 2011 and 2010, respectively.

Six Months Ended June 30, 2011 and 2010

Revenues

The following table sets forth the components of net revenues (dollars in thousands):

	Six Months Ended June 30,		Percentage Change
	2011	2010	
Cardiopulmonary products:			
Remodulin	\$ 208,098	\$ 192,136	8.3%
Tyvaso	109,505	54,367	101.4%
Adcirca	28,161	13,568	107.6%
Other	499	564	(11.5)%
Total net revenues	<u>\$ 346,263</u>	<u>\$ 260,635</u>	<u>32.9%</u>

The growth in revenues for the six months ended June 30, 2011, compared to the same period in 2010, corresponded to the continued increase in the number of patients being prescribed our products. For the six months ended June 30, 2011 and 2010, approximately 83 percent and 85 percent, respectively, of total net revenues were derived from our three U.S.-based distributors.

The table below includes a reconciliation of the accounts associated with estimated rebates, prompt-pay discounts, sales allowances and distributor fees (in thousands):

	Six Months Ended June 30, 2011				
	Rebates	Prompt Pay Discounts	Allowance for Sales Returns	Distributor Fees	Total
Balance, January 1, 2011	\$ 10,503	\$ 1,467	\$ 482	\$ 724	\$ 13,176
Provisions attributed to sales in:					
Current period	22,351	7,479	386	2,208	32,424
Prior periods	2,580	—	—	—	2,580
Payments or credits attributed to sales in:					
Current period	(8,842)	(6,073)	—	(1,538)	(16,453)
Prior periods	(13,108)	(1,222)	—	(662)	(14,992)
Balance, June 30, 2011	<u>\$ 13,484</u>	<u>\$ 1,651</u>	<u>\$ 868</u>	<u>\$ 732</u>	<u>\$ 16,735</u>

	Six Months Ended June 30, 2010				
	Rebates	Prompt Pay Discounts	Allowance for Sales Returns	Distributor Fees	Total
Balance, January 1, 2010	\$ 4,959	\$ 979	\$ 64	\$ 637	\$ 6,639
Provisions attributed to sales in:					
Current period	12,253	5,547	164	1,722	19,686
Prior periods	—	—	—	—	—
Payments or credits attributed to sales in:					
Current period	(4,945)	(3,931)	—	(1,057)	(9,933)
Prior periods	(3,299)	(929)	—	(640)	(4,868)
Balance, June 30, 2010	<u>\$ 8,968</u>	<u>\$ 1,666</u>	<u>\$ 228</u>	<u>\$ 662</u>	<u>\$ 11,524</u>

Research and Development Expenses

The table below summarizes research and development expense by major project and non-project component (dollars in thousands):

	Six Months Ended June 30,		Percentage Change
	2011	2010	
Project and non-project component:			
Cardiopulmonary	\$ 48,234	\$ 36,042	33.8%
Share-based compensation	5,285	11,956	(55.8)%
Other	18,428	15,057	22.4%
Total research and development expense	<u>\$ 71,947</u>	<u>\$ 63,055</u>	<u>14.1%</u>

Cardiopulmonary. The increase in expenses related to our cardiopulmonary programs for the six months ended June 30, 2011, compared to the same period in 2010, corresponded principally to an increase of \$11.6 million in expenses related to our FREEDOM-C² and FREEDOM-M clinical trials and \$3.7 million in expenses associated with our development of beraprost-MR. These increases were offset in part by a \$2.5 million decrease in expenses pertaining to our development of a Type V Collagen oral solution.

Share-based compensation. The decrease in share-based compensation for the six months ended June 30, 2011, compared to same period in 2010, corresponded to a decrease in share-based compensation recognized in connection with the STAP.

Other. The increase in other research and development expenses for the six months ended June 30, 2011, compared to the same period in 2010, reflects an increase of \$2.4 million in expenses related to our monoclonal antibody development.

Selling, General and Administrative Expenses

The table below summarizes selling, general and administrative expense by major category (dollars in thousands):

	Six Months Ended June 30,		Percentage Change
	2011	2010	
Category:			
General and administrative	\$ 46,205	\$ 35,295	30.9%
Sales and marketing	31,491	22,340	41.0%
Share-based compensation	4,422	17,471	(74.7)%
Total selling, general and administrative expense	<u>\$ 82,118</u>	<u>\$ 75,106</u>	<u>9.3%</u>

General and administrative. The increase in general and administrative expenses for the six months ended June 30, 2011, compared to the same period in 2010, was driven by the following: (1) a \$2.0 million increase in salaries as a result of headcount growth; (2) a \$2.2 million increase in professional fees incurred primarily in connection with completed and prospective transactions; (3) a \$2.9 million increase in corporate travel as a result of the growth in our business and an increase in business development related activities; and (4) a \$1.4 million increase in operating expenses as a result of our growth.

Sales and marketing. The increase in sales and marketing expenses for the six months ended June 30, 2011, compared to the six months ended June 30, 2010, was attributable principally to increases of \$5.8 million in salaries as we recently expanded our sales force and \$1.8 million in professional fees incurred in connection with our marketing and advertising initiatives.

Share-based compensation. The decrease in share-based compensation for the six months ended June 30, 2011, compared to the same period in 2010, corresponded to a reduction in share-based compensation recognized in connection with the STAP.

Income Taxes

The provision for income taxes was \$47.6 million for the six months ended June 30, 2011, compared to \$29.1 million for the same six-month period in 2010. Income tax expense is based on an estimated annual effective tax rate that is subject to adjustment in subsequent quarterly periods if components used to estimate the annual effective tax rate are revised. The estimated annual effective tax rates were approximately 34 percent and 35 percent as of June 30, 2011 and 2010, respectively.

Liquidity and Capital Resources

Since receiving FDA approval for Remodulin in 2002, we have funded our operations principally from sales of Remodulin. Sales of Tyvaso and Adcirca, which were commercially launched in the third quarter of 2009, have supplemented our revenues. We believe that our current liquidity is sufficient to repay amounts that will become due in October 2011 relating to our Convertible Senior Notes and that our current sources of revenue are adequate to fund ongoing operations as demand for our commercial products is expected to grow. Furthermore, our customer base remains stable and, we believe, presents minimal credit risk. However, any projections of future cash flows are inherently subject to uncertainty. To compensate for such uncertainty, we may seek other sources of funding in the future and believe we have the ability to do so. See *Part II, Item 1A—Risk Factors—We have a history of losses and may not maintain profitability* and *Part II, Item 1A—Risk Factors—We may fail to meet our own projected revenues, as well as third-party projections for our revenues or profits*.

Operating Cash Flows and Working Capital

Net cash provided by operating activities was \$117.9 million for the six months ended June 30, 2011, compared to \$69.5 million for the six months ended June 30, 2010. The increase of \$48.4 million in net operating cash flows for the six months ended June 30, 2011 corresponded primarily to increases of \$33.6 million in net income and \$17.2 million in deferred tax expense.

At June 30, 2011, we had working capital of \$424.0 million, compared to \$335.8 million at December 31, 2010. The increase in working capital at June 30, 2011 of \$88.2 million was driven primarily by increases in cash and cash equivalents and short-term marketable investments of \$103.1 million, largely as a result of our investing excess cash in cash-equivalents and short-term investments in preparation for the maturity of our Convertible Senior Notes in October 2011.

We have not entered into any short-term borrowing arrangements to fund our working capital requirements and have no current plans to do so. Debt that has been classified as current includes (1) our Convertible Senior Notes; and (2) the current portion of our four-year, \$70.0 million mortgage facility which we entered into in December 2010.

At June 30, 2011, we had \$156.7 million of long-term marketable securities that could be liquidated, if necessary, to fund our operations. In addition, we had 5.0 million vested stock options outstanding at June 30, 2011, with a weighted average exercise price of \$36.80. If exercised, these vested stock options would provide us with additional liquidity.

Construction Projects

During the second quarter of 2011, we began construction to expand our facility in Research Triangle Park, North Carolina (RTP Facility). The expansion of our RTP Facility is intended to provide additional warehousing, packaging and office space to accommodate projected growth. We expect to complete the approximately 180,000 square foot expansion by mid-2012 at an anticipated cost of \$74.0 million, which includes construction, equipment and other related costs. In January 2011, we entered

into an agreement with DPR Construction (DPR) to manage the expansion project. In June 2011, we amended this agreement to provide that construction costs cannot exceed a guaranteed maximum price of \$49.9 million. DPR will be responsible for any cost overruns that are in excess of the guaranteed maximum price. If the ultimate cost of the project is less than the guaranteed maximum, we will share a portion of the savings with DPR. In addition, DPR must pay us liquidated damages in the event that construction has not been completed by May 30, 2012. Both the guaranteed maximum price and the completion date are subject to change in the event of any agreed-upon changes to the scope of work.

In September 2010, we began the construction of an office building to serve as an extension of our Silver Spring facilities. We anticipate total project costs of approximately \$58.0 million, which includes the costs of construction and other related costs, and expect to complete this office facility during the fourth quarter of 2011. In March 2011, we entered into an agreement with DPR to manage this construction project. Under the terms of the agreement, construction costs will not exceed a guaranteed maximum price of approximately \$45.3 million, which is subject to change based on agreed-upon changes to the scope of work. DPR will be responsible for covering any cost overruns that are in excess of the guaranteed maximum price. If the ultimate cost of the project is less than the guaranteed maximum, we will share a portion of the savings with DPR. In addition, DPR must pay penalties in the event that construction is not completed by December 2011, which is subject to change based on any agreed-upon changes to the scope of work.

We expect to fund our construction projects using our existing cash and cash flows to be generated by our operations.

Share Tracking Awards Plans

Awards granted under our share tracking awards plans entitle participants to receive in cash the appreciation in our common stock, which is calculated as the increase in the closing price of our common stock on the date of grant and the date of exercise. Depending on the future price movements of our common stock, cash requirements associated with the exercise of awards could be significant. We incorporate anticipated cash outlays relating to STAP awards in our operating budgets and have modified the metrics used in determining the number of awards to be granted in order to decrease the size of related grants. In March 2011, our Board of Directors approved the 2011 STAP, under which up to 2,000,000 share tracking awards may be granted. The increase in the pool of available STAP awards was intended primarily to accommodate anticipated grants under our long-term incentive bonus and compensation plan during 2011. Provisions of the 2011 STAP are substantially similar to those of the 2008 STAP.

Convertible Senior Notes

On October 30, 2006, we issued at par value \$250.0 million of Convertible Senior Notes. We pay interest on the Convertible Senior Notes semi-annually on April 15 and October 15 of each year. The Convertible Senior Notes are unsecured, unsubordinated debt obligations that rank equally with all of our other unsecured and unsubordinated indebtedness. The conversion price is \$37.61 per share and the number of shares of common stock used to determine the aggregate consideration upon conversion is approximately 6,646,000.

The closing price of our common stock exceeded 120 percent of the conversion price of the Convertible Senior Notes for more than 20 trading days during the 30 consecutive trading-day period ended June 30, 2011. Consequently, the Convertible Senior Notes were convertible at the election of their holders. In addition, irrespective of whether the contingent conversion provisions have been satisfied, the Convertible Senior Notes can be converted at any time during the period beginning after July 15, 2011 and ending on the last business day preceding the maturity date, October 15, 2011.

Upon conversion, holders of our Convertible Senior Notes will receive: (1) cash equal to the lesser of the principal amount of the notes or the conversion value (equal to the number of shares underlying the Convertible Senior Notes multiplied by the then current conversion price per share); and (2) to the extent the conversion value exceeds the principal amount of the Convertible Senior Notes, shares of our common stock. In the event of a change in control, holders can require us to purchase from them all or a portion of their Convertible Senior Notes for 100% of the principal value plus any accrued and unpaid interest.

Mortgage Financing

In December 2010, we entered into a Credit Agreement with Wells Fargo Bank, National Association (Wells Fargo) and Bank of America, N.A., pursuant to which we obtained \$70.0 million in debt financing. The loan provided under the Credit Agreement matures in December 2014 and is secured by a first mortgage lien on our facilities located in Research Triangle Park, North Carolina and Silver Spring, Maryland. Annual principal payments will be based on a twenty-five year amortization schedule using a fixed rate of interest of 7.0 percent; accordingly, we will owe a principal balance of approximately \$66.6

million at maturity. Outstanding debt will bear a floating rate of interest per annum based on the one-month London Interbank Offer Rate (LIBOR), plus a credit spread of 3.75 percent (approximately 3.9 percent as of June 30, 2011). Alternatively, we have the option to change the rate of interest charged on the loan to 2.75 percent plus the greater of: (1) Wells Fargo's prime rate; (2) the federal funds effective rate plus 0.05 percent; or (3) LIBOR plus 1.0 percent. The Credit Agreement permits prepayment of the outstanding loan balance in its entirety, subject to a prepayment premium until December 15, 2012. The Credit Agreement also requires us to comply with various financial and negative covenants. As of June 30, 2011, we were in compliance with these covenants.

Summary of Critical Accounting Policies

The preparation of our consolidated financial statements in conformity with United States generally accepted accounting principles (GAAP) requires our management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We continually evaluate our estimates and judgments which are based on historical and anticipated results and trends and on other assumptions that we believe are reasonable under the circumstances, including assumptions regarding future events. By their nature, our estimates are subject to an inherent degree of uncertainty and, as such, actual results may differ. We discuss accounting policies and assumptions that involve a higher degree of judgment and complexity in *Part II, Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations* in our Annual Report on Form 10-K for the year ended December 31, 2010. There have been no material changes to our critical accounting policies and estimates as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2010.

Recently Issued Accounting Standards

In June 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2011-05, *Comprehensive Income (Topic 220)—Presentation of Comprehensive Income* (ASU 2011-05). ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. Instead, ASU 2011-05 requires entities to report all non-owner changes in stockholders' equity in either a single continuous statement of comprehensive income, or in two separate, but consecutive statements. ASU 2011-05 does not change the items that must be reported in other comprehensive income, or when an item must be reclassified to net income. ASU 2011-05 requires retrospective application and is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Other than the presentational changes that will be required by ASU 2011-05, the adoption of ASU 2011-05 is not expected to have any impact on our consolidated financial statements.

In May 2011, the FASB issued ASU 2011-04, *Fair Value Measurement (Topic 820)—Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs* (ASU 2011-04). ASU 2011-04 amends certain fair value principles to improve comparability between GAAP and International Financial Reporting Standards regarding fair value measurements and disclosures. In addition, ASU 2011-04 requires entities to disclose, among others: (1) quantitative information about the significant unobservable inputs used for Level 3 measurements; (2) qualitative information regarding the sensitivity of Level 3 measurements to changes in related unobservable inputs and (3) the amounts of any transfers between Levels 1 and 2 of the fair value hierarchy and the reasons for those transfers. ASU 2011-04 will become effective during interim and annual periods beginning after December 15, 2011. We are currently assessing what impact adoption of ASU 2011-04 may have on our consolidated financial statements.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of June 30, 2011, we have invested \$565.8 million in debt securities issued by corporations and federally-sponsored agencies. The market value of these investments varies inversely with changes in current market interest rates. In general, as rates increase, the market value of these debt securities would be expected to decrease. Similarly, as rates decrease, the market value of these debt securities would be expected to increase. To address market risk, we invest in debt securities that mature within two years and hold these investments to maturity so that they can be redeemed at their stated or face value. At June 30, 2011, our investments in debt securities issued by corporations and federally-sponsored agencies had a weighted average stated interest rate of approximately 0.34 percent. These investments mature at various times through 2013 and many are callable prior to maturity.

During sustained periods of instability and uncertainty in the financial markets, we could be exposed to additional investment-related risks that could materially affect the value and liquidity of our investments. In light of these risks, we actively monitor market conditions and developments specific to the securities and security classes in which we invest. We believe that we maintain a conservative investment approach in that we invest exclusively in highly rated securities with relatively short maturities. While we believe we take prudent measures to mitigate investment related risks, such risks cannot be

fully eliminated, as circumstances can occur that are beyond our control.

Item 4. CONTROLS AND PROCEDURES

Based on their evaluation, as of June 30, 2011, the Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) are effective to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, summarized, processed and reported within the time periods specified in the SEC's rules and forms and to provide reasonable assurance that such information is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. There have been no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, such internal control over financial reporting.

Part II. OTHER INFORMATION

Item 1A. RISK FACTORS

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements made pursuant to the safe harbor provisions of Section 21E of the Securities Exchange Act of 1934 (the Exchange Act) and the Private Securities Litigation Reform Act of 1995 which are based on our beliefs and expectations about future outcomes. These statements include, among others, statements relating to the following:

- Expectations of revenues, profitability, and cash flows;
- The sufficiency of current and future working capital for planned and unplanned needs, including repaying amounts borrowed upon the maturity of our Convertible Senior Notes;
- The ability to obtain future financing;
- The value of our common stock;
- The maintenance of domestic and international regulatory approvals;
- The timing and outcome of clinical studies and regulatory filings, including, in particular, our FREEDOM-C ² clinical trial and the anticipated filing of a New Drug Application (NDA) for oral treprostinil;
- The expected likelihood and timing of regulatory approvals for drug candidates under development and the timing of related sales;
- The outcome of potential future regulatory actions, including audits and inspections, from the United States Food and Drug Administration (FDA) and international regulatory agencies;
- The expected volume and timing of sales of Remodulin[®] (treprostinil) Injection (Remodulin), Adcirca[®] (tadalafil) tablets (Adcirca) and Tyvaso[®] (treprostinil) Inhalation Solution (Tyvaso);
- The impact of competing therapies, including generic products, on sales of our commercial products;
- The expectation that we will be able to manufacture sufficient quantities and maintain adequate inventories of our commercial products, including our plans to add in-house manufacturing capabilities and additional third-party manufacturing sites for our products, and obtain related FDA approvals;
- The adequacy of our intellectual property protections and expiration dates on our patents and licensed patents and products;
- The potential impact of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 on our business;
- The potential impact of the pending business combination between Express Scripts, Inc. (parent company of CuraScript, Inc.) and Medco Health Solutions, Inc. (the parent company of Accredo Therapeutics, Inc.) on our business;
- Any statements that include the words “believe,” “seek,” “expect,” “anticipate,” “forecast,” “project,” “intend,” “estimate,” “should,” “could,” “may,” “plan,” or similar expressions; and
- Other statements contained or incorporated by reference in this Quarterly Report on Form 10-Q that are not historical facts.

Forward-looking statements may appear in the section entitled *Part I, Item 2—Management’s Discussion and Analysis of Financial Condition and Results of Operations* and elsewhere in this Quarterly Report on Form 10-Q. These statements are subject to risks and uncertainties, and our actual results may differ materially from anticipated results. Factors that may cause

such differences include, but are not limited to, those discussed below. We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise.

Risks Related to Our Business

We rely heavily on sales of Remodulin and Tyvaso to produce revenues.

During the six months ended June 30, 2011, net Remodulin and Tyvaso sales accounted for 60 percent and 32 percent of our total revenues, respectively. A wide variety of events, many of which are described in other risk factors below, could cause sales of Remodulin and/or Tyvaso to decline. For instance, if regulatory approvals for either of these products were withdrawn, we would be unable to sell the product and our business could be jeopardized. Any substantial change in the prescribing practices or dosing patterns of patients using Remodulin or Tyvaso due to combination therapy, side effects, adverse events, death or any other reasons, could decrease related revenues. In addition, we rely on third parties to produce, market, distribute and sell Remodulin and Tyvaso. The inability of any one of these third parties to perform these functions, or the failure of these parties to perform successfully, could negatively affect our revenues. We are also increasingly internalizing elements of our production process, and any failure to manage our internal production processes could result in an inability to meet demand. Because we are highly dependent on sales of Remodulin and Tyvaso, any reduction in sales of either or both of these products would have a negative and possibly material adverse impact on our operations.

If our products fail in clinical trials, we will be unable to obtain or maintain FDA and international regulatory approvals and will be unable to sell those products.

To obtain regulatory approvals from the FDA and international regulatory agencies such as the European Medicines Agency (EMA), we must conduct clinical trials demonstrating that our products are safe and effective. In the past, several of our product candidates failed or were discontinued at various stages in the development process. In addition, we may need to amend ongoing trials or the FDA and/or international regulatory agencies may require us to perform additional trials beyond those we planned. Such occurrences could result in significant delays and additional costs, and related clinical trials may be unsuccessful. For example, in November 2008 we reported that our FREEDOM-C Phase III clinical trial of oral treprostinil did not achieve statistical significance for its primary endpoint. These results prompted us to amend the protocol for our FREEDOM-M Phase III clinical trial and initiate an additional Phase III clinical trial, FREEDOM-C². As a result, we do not anticipate filing an NDA for oral treprostinil prior to 2012. We recently completed our FREEDOM-M trial, and expect to announce the results of the FREEDOM-C² trial no later than September 2011. As with all clinical trials, there is a risk that FREEDOM-C² may be delayed or prove unsuccessful. In addition, upon filing an NDA, we could be subject to additional delays if the FDA determines that it cannot approve the NDA as submitted. In such case, the FDA would issue a complete response letter outlining the deficiencies in the submission, and the FDA may require substantial additional testing or information in order to reconsider the application. We may fail to address any such deficiencies adequately, in which case we would be unable to obtain FDA approval to market a given product candidate.

The length of time that it takes for us to complete clinical trials and obtain regulatory approval for marketing varies by product, product use and country. Furthermore, we cannot predict with certainty the length of time it will take to complete necessary clinical trials or obtain regulatory approval of our future products.

Our clinical trials may be discontinued, delayed or disqualified for various reasons. These reasons include:

- The drug is ineffective, or physicians believe that the drug is ineffective;
- Patients do not enroll in our studies at the rate we expect;
- Ongoing or new clinical trials conducted by drug companies in addition to our own clinical trials reduce the number of patients available for our trials;
- Patients experience severe side effects during treatment;
- Other investigational or approved therapies are viewed as more effective or convenient by physicians or patients;
- Our clinical trial sites or our contracted clinical trial administrators do not adhere to trial protocols and required quality controls, particularly as clinical trials expand into new territories;
- Our trials do not comply with applicable regulations or guidelines;
- We do not pass inspections by regulatory agencies;

- Patients die during our trials because of an adverse event related to the trial drug, their disease is too advanced, or they experience medical problems unrelated to the drug being studied;
- Drug supplies are unavailable or unsuitable for use in our studies; and
- The results of preclinical testing cause delays in our trials.

In addition, the FDA and its international equivalents have substantial discretion over the approval process for pharmaceutical products. As such, these regulatory agencies may not agree that we have demonstrated the requisite level of product safety and efficacy to grant approval.

We may not compete successfully with established and newly developed drugs or products, or the companies that develop and market them.

We compete with well-established drug companies for, among other things, funding, licenses, expertise, personnel, clinical trial patients and investigators, consultants and third-party collaborators. We also compete with these companies for market share. Most of these competitors have substantially greater financial, marketing, manufacturing, sales, distribution and technical resources than we do. These competitors also have more experience in areas such as research and development, clinical trials, sales and marketing and regulatory matters than we do. There are several treatments that compete with our commercial therapies, as well as several other therapies under development. For the treatment of pulmonary arterial hypertension (PAH), we compete with a number of approved products in the United States and worldwide, including the following: Flolan[®], Ventavis[®], Tracleer[®], Revatio[®], Letairis[®], Veletri[®] and generic intravenously administered products containing epoprostenol, the active ingredient in Flolan and Veletri. Patients and doctors may perceive these competing products, or products developed in the future, as safer, more effective, more convenient and/or less expensive than our therapies. Alternatively, doctors may reduce the prescribed doses of our products if they prescribe them as combination therapy with our competitors' products. In addition, certain competing products are less invasive than Remodulin and the use of these products may delay or prevent initiation of Remodulin therapy. Any of these circumstances may suppress our sales growth or cause our revenues to decline.

Actelion Ltd, Gilead Sciences, Inc. and Pfizer Inc. presently control the majority of the approved therapies for PAH in the United States. Each of these companies has achieved considerable influence over prescribers through the sales and marketing of their respective therapies and through market dominance in this therapeutic area. Furthermore, the future commercialization and introduction of new PAH therapies into the market could exert downward pressure on the pricing of our products and reduce our market share.

We have a history of losses and may not maintain profitability.

We have experienced financial reporting periods in which we incurred net losses. While we believe we develop our annual cash-based operating budgets using reasonable assumptions and targets, unanticipated factors, including factors outside of our control, could affect our profitability and cause uneven quarterly and/or annual operating results.

Discoveries or development of new products or technologies by others may make our products obsolete or seemingly inferior.

Other companies may discover or introduce new products that render all or some of our technologies and products obsolete or noncompetitive. Our commercial therapies may have to compete with numerous investigational products currently in development. In addition, alternative approaches to treating chronic diseases, such as gene therapy, may make our products obsolete or noncompetitive. Other investigational therapies for PAH could be used in combination with, or as a substitute for, our therapies. If this occurs, doctors may reduce or discontinue the use of our products for their patients.

Sales of our products are subject to reimbursement from government agencies and other third parties. Pharmaceutical pricing and reimbursement pressures may cause our sales to suffer.

The commercial success of our products depends, in part, on the availability of reimbursements by governmental payers such as Medicare and Medicaid, and private insurance companies. Accordingly, our commercial success is tied to such third-party payers. In the United States, the European Union and other significant or potentially significant markets for our products, third-party payers are increasingly attempting to limit or regulate the price of medicinal products and are frequently challenging the pricing of new and expensive drugs. Consequently, it may be difficult for our specialty pharmaceutical distributors or wholesalers to obtain sufficient reimbursement of our products from third-party payers to make selling our products economically feasible for them. Alternatively, third-party payers may reduce the amount of reimbursement for our products based on changes in pricing of other therapies for PAH, including generic formulations of other approved therapies. If third-

party payers do not approve our products for reimbursement, or limit reimbursements, patients could choose a competing product that is approved for reimbursement or provides a lower out-of-pocket cost to them. Presently, most third-party payers, including Medicare and Medicaid, reimburse the cost of our commercial products. Our prostacyclin analogue products, Remodulin and Tyvaso, are expensive therapies. The Medicare Modernization Act (MMA) requires that we negotiate a new price for our commercial products with the Centers for Medicare and Medicaid Services. As a result of the staggered implementation of the MMA, our products have not yet been subject to its pricing provisions; however, future reimbursements could be subject to reduction. Furthermore, to the extent that private insurers or managed care programs follow any reduced Medicaid and Medicare coverage and payment developments, the negative impact on our business would be compounded. We are currently assessing the potential effect of the Patient Protection and Affordable Care Act and the related Health Care and Education Reconciliation Act of 2010 on our business. While we believe the short-term impact on our business of this legislation will not be material, we continue to monitor the developments of this legislation as many of its provisions are not yet effective and are subject to finalization.

In Europe, the success of our commercial products and future products depends largely on obtaining and maintaining government reimbursement. In many European countries, patients are unlikely to use prescription drugs that are not reimbursed by their governments. Reimbursement policies may adversely affect our ability to sell our products on a profitable basis. In many markets outside the United States, governments control the prices of prescription pharmaceuticals through the implementation of reference pricing, price cuts, rebates, revenue-related taxes and profit control, and expect prices of prescription pharmaceuticals to decline over the life of the product or as prescription volumes increase.

Our manufacturing strategy exposes us to significant risks.

We must be able to produce sufficient quantities of our commercial products to satisfy demand. The process of manufacturing our products is difficult and complex, and currently involves a number of third parties. We produce treprostinil, the active ingredient in Remodulin, Tyvaso and our oral treprostinil tablet, in our Silver Spring, Maryland facility using raw materials and advanced intermediate compounds supplied by vendors. Although we are developing the capacity to produce Remodulin at our own facilities, we currently outsource the production of Remodulin to Baxter Pharmaceutical Solutions, LLC (Baxter) and Jubilant HollisterStier Contract Manufacturing and Services (Jubilant HollisterStier). We manufacture the Tyvaso Inhalation System at our facility in Germany, where NEBU-TEC International Med Products Eike Kern GmbH (NEBU-TEC) retains significant responsibilities for the manufacturing process, as well as through a third-party, Minnetronix, Inc. Although we recently received FDA approval to produce Tyvaso in our Silver Spring, Maryland facility, we also rely on Catalent Pharma Solutions, Inc. (Catalent) for much of our Tyvaso supply.

Finally, we manufacture oral treprostinil tablets for use in our clinical trials, but neither we nor our third-party vendors would be able to manufacture oral treprostinil tablets on a commercial scale in the U.S. or internationally without FDA approval or the corresponding international approvals of the manufacturing facility.

As long as we utilize third-party vendors for significant portions of our manufacturing process, we will remain exposed to the risks described below under the risk factor entitled- *We rely in part on third parties to perform activities that are critical to our business. Our ability to generate commercial sales or conduct clinical trials could suffer if our third-party suppliers and service providers fail to perform.* In addition, while we are in the process of internalizing additional manufacturing processes to increase our control over production, this approach will also subject us to risks as we engage in complex manufacturing processes for the first time. For example, Remodulin and Tyvaso must be produced in a sterile environment and we have limited experience with sterile manufacturing on a commercial scale. Some of the products we are developing will involve even more complicated manufacturing processes than our current products. For example, the monoclonal antibodies we are developing are biologic products, which are inherently more difficult to manufacture than our current products and involve increased risk of viral and other contaminations.

The FDA recently issued an advisory to manufacturers regarding the potential formation of glass fragments in injectable drugs filled in small-volume glass vials. We recently conducted a thorough review of our manufacturing processes and those of our third-party suppliers and have found no evidence to suggest that the glass vials we use for Remodulin are susceptible to the formation of glass fragments. However, we cannot guarantee that our manufacturing process will not result in hazards such as these.

Additional risks presented by our manufacturing strategy include:

- We and our third-party manufacturers are subject to the FDA's current Good Manufacturing Practices in the United States and similar regulatory standards internationally. While we have significant control over regulatory compliance with respect to our internal manufacturing processes, we do not exercise the same level of control over regulatory compliance by our third-party manufacturers;

- As we expand our manufacturing operations to include new elements of the manufacturing process or new products, we may experience difficulty designing and implementing processes and procedures to ensure compliance with applicable regulations;
- Even if we and our third-party manufacturers are in compliance with domestic and international drug manufacturing regulations, the sterility and quality of the products being manufactured could be substandard and, therefore, such products would be unavailable for sale or use;
- If we have to replace a third-party manufacturer with another manufacturer or our own manufacturing operations, the FDA and its international counterparts would require new testing and compliance inspections. Furthermore, a new manufacturer would have to be familiarized with the processes necessary to manufacture and commercially validate our products, as manufacturing our treprostinil-based products is complex. Any new third-party manufacturers and any new manufacturing process at our own facilities would need to be approved by the FDA and its international counterparts before being used to produce commercial supply of our products;
- We may be unable to contract with needed manufacturers on satisfactory terms or at all; and
- The supply of materials and components necessary to manufacture and package our products may become scarce or interrupted. Disruptions to the supply of these materials could delay the manufacture and subsequent sale of such products. Any products manufactured with substituted materials or components would be subject to approval from the FDA and international regulatory agencies before they could be sold. The timing of any such regulatory approval is difficult to predict.

Any of these factors could disrupt sales of our commercial products, delay clinical trials or commercialization of new products, result in product liability claims and product recalls, and entail higher costs.

We rely in part on third parties to perform activities that are critical to our business. Our ability to generate commercial sales or conduct clinical trials could suffer if our third-party suppliers and service providers fail to perform.

We actively involve third parties to assist us in conducting clinical trials, obtaining regulatory approvals, conducting pharmacovigilance-related activities including drug safety and reporting of adverse events, and marketing and distributing our products, as we do not possess the internal capacity and in some cases, the expertise to fully perform all of these functions. Accordingly, the success of these third parties in performing their contractual obligations is critical to our operations.

We produce treprostinil with raw materials and advanced intermediate compounds supplied by vendors. The inability of our vendors to supply these raw materials and advanced intermediate compounds in the quantities we require could delay the production of treprostinil for commercial use and for use in our clinical trials.

We rely on Baxter to produce Remodulin for us, and the FDA recently approved Jubilant HollisterStier as an additional manufacturer of Remodulin. We extended our contract with Baxter through 2013 and as part of that contract amendment, we agreed that Baxter will manufacture Remodulin in greater quantities using larger production equipment than under its current manufacturing process. This new manufacturing process and related equipment will require FDA and international approvals. We are also developing the ability to produce Remodulin using our own facilities and are awaiting FDA approval; however, even if we are successful in producing Remodulin internally, we will remain reliant on third parties such as Baxter and Jubilant HollisterStier for additional capacity and as a backup manufacturer.

We recently received FDA approval to produce Tyvaso in our Silver Spring, Maryland facility; however, we remain reliant on Catalent for additional production capacity. We also rely substantially on third-parties, currently Minnetronix, Inc. and NEBU-TEC, to produce the Tyvaso Inhalation System.

We rely heavily on these third parties to adhere to and maintain manufacturing processes in accordance with all applicable regulatory requirements. If any of these critical third-party production and supply arrangements are interrupted for compliance or other reasons, we may not have sufficient inventory to meet future demand.

We rely on Accredo Health Group, Inc., CuraScript, Inc. and CVS Caremark to market, distribute and sell Remodulin and Tyvaso in the United States. These distributors are also partially responsible for negotiating reimbursements from third-party payers for the cost of our therapies. From time-to-time, we increase the price on products sold to our U.S.-based and international distributors. Our price increases may not be fully reimbursed by third-party payers. If our distributors do not

achieve acceptable profit margins on our products, they may reduce or discontinue the sale of our products. Furthermore, if our domestic and international distributors devote fewer resources to selling our products or are unsuccessful in their sales efforts, our revenues may decline materially.

On July 21, 2011, Express Scripts, Inc. (the parent company of CuraScript, Inc.) announced its agreement to acquire Medco Health Solutions, Inc. (the parent company of Accredo Health Group, Inc.). The parties announced that they expect to complete the transaction in the first half of 2012, pending regulatory and shareholder approvals. If the transaction is completed as announced, we will only have two specialty pharmaceutical distributors selling Remodulin and Tyvaso in the United States. In addition, our products may be less significant to the operations of the combined companies and receive fewer resources for the sale and support of our products, which could adversely impact our revenues. Finally, the combined company's pharmacy benefit management business will also have increased leverage in negotiating the terms of rebates and discounts on behalf of third-party payers, which could impact reimbursement levels for our products.

We rely on Eli Lilly and Company (Lilly) to manufacture and supply Adcirca for us, and we use Lilly's pharmaceutical wholesaler network to distribute Adcirca in the United States and Puerto Rico. If Lilly is unable to manufacture or supply Adcirca or its distribution network is disrupted, it could delay, disrupt or prevent us from selling Adcirca, which could slow down the growth of our business. In addition, Lilly has the right to determine the price of Adcirca, which generally moves in parity with its price for Cialis[®] (which has the same active ingredient). Since FDA approval of Adcirca, Lilly has announced a price increase on both Cialis and Adcirca twice each year. Lilly recently announced a 5% increase in the price of Cialis and Adcirca tablets. Changes in Lilly's prices could adversely impact demand or reimbursement for Adcirca.

Although most of our current suppliers and service providers could eventually be replaced, a change in suppliers and/or service providers could interrupt the manufacture and distribution of our commercial products and our other products and services, and impede the progress of our clinical trials, commercial launch plans and related revenues. Manufacturing interruptions could be significant given the length of time and complexity involved in obtaining necessary regulatory approvals for alternative arrangements, through either third parties or internal manufacturing processes.

Our operations must comply with extensive laws and regulations in the U.S. and other countries, including FDA regulations. Failure to obtain approvals on a timely basis or to achieve continued compliance could delay, disrupt or prevent the commercialization of our products.

The products we develop must be approved for marketing and sale by regulatory agencies and, once approved, are subject to extensive regulation. The process of obtaining and maintaining regulatory approvals for new drugs is lengthy, expensive and uncertain. The manufacture, distribution, advertising and marketing of these products are also subject to extensive regulation. Any future product approvals we receive could be accompanied by significant restrictions on the use or marketing of the product. Product candidates may fail to receive marketing approval on a timely basis, or at all. If granted, product approvals can be withdrawn for failure to comply with regulatory requirements, such as post-marketing requirements and post-marketing commitments, or upon the occurrence of adverse events subsequent to commercial introduction.

Discovery of previously unknown problems with our marketed products or problems with our manufacturing, regulatory, compliance, marketing or sales activities could result in regulatory restrictions on our products, including withdrawal of our products from the market. For example, in 2010, we withdrew our Marketing Authorization Application (MAA) for Tyvaso as a result of findings by the EMA that certain of our clinical sites had failed to comply with Good Clinical Practices. If we fail to comply with applicable regulatory requirements, we could be subject to penalties that may consist of fines, suspension of regulatory approvals, product recalls, seizure of our products and/or criminal prosecution. In addition, our reputation could be harmed as a result of any such regulatory restrictions or actions and patients and physicians may not want to use our products even after we have resolved the issues that led to such regulatory action.

We are subject to ongoing regulatory review of our currently marketed products.

After our products receive regulatory approval, they remain subject to ongoing regulation, which can impact, among other things, product labeling, manufacturing practices, adverse event reporting, storage, distribution, advertising and promotion, and record keeping. If we do not comply with the applicable regulations, the range of possible sanctions includes adverse publicity, product recalls or seizures, fines, total or partial suspensions of production and/or distribution, suspension of marketing applications, and enforcement actions, including injunctions and civil or criminal prosecution. The FDA and comparable international regulatory agencies can withdraw a product's approval under some circumstances, such as the failure to comply with regulatory requirements or the occurrence of unexpected safety issues. Further, the FDA often requires post-marketing testing and surveillance to monitor the effects of approved products. The FDA and comparable international regulatory agencies may condition approval of our product candidates on the completion of such post-marketing clinical studies. These post-

marketing studies may suggest that a product causes undesirable side effects or may present a risk to the patient. If data we collect from post-marketing studies suggest that one of our approved products may present a risk to safety, regulatory authorities could withdraw our product approval, suspend production or place other marketing restrictions on our products. If regulatory sanctions are applied or if regulatory approval is delayed or withdrawn, our operating results and the value of our company may be adversely affected.

Regulatory approval for our currently marketed products is limited by the FDA to those specific indications and conditions for which clinical safety and efficacy have been demonstrated.

Any regulatory approval of our products is limited to those specific diseases and indications for which our products have been deemed safe and effective by the FDA. In addition to the FDA approval required for new formulations, any new indication for an approved product also requires FDA approval. If we are not able to obtain FDA approval for any desired future indications for our products, our ability to effectively market and sell our products may be reduced and our business may be adversely affected.

While physicians may choose to prescribe drugs for uses that are not described in the product's labeling and for uses that differ from those approved by regulatory authorities (called "off-label" uses), our ability to promote the products is limited to those indications that are specifically approved by the FDA. Although U.S. regulatory authorities generally do not regulate the behavior of physicians, they do restrict communications by companies on the subject of off-label use. If our promotional activities fail to comply with these regulations or guidelines, we may be subject to warnings from, or enforcement action by, these authorities. In addition, failure to follow FDA rules and guidelines relating to promotion and advertising can result in the FDA's refusal to approve a product, the suspension or withdrawal of an approved product from the market, product recalls, fines, disgorgement of money, operating restrictions, injunctions or criminal prosecution.

We must comply with various laws in jurisdictions around the world that restrict certain marketing practices in the pharmaceutical and medical device industries. Failure to comply with such laws could result in penalties and have a material adverse effect on our business, financial condition and results of operations.

Various laws in jurisdictions around the world, including anti-kickback and false claims statutes, the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act, restrict particular marketing practices in the pharmaceutical and medical device industries. Although we have compliance programs and procedures in place that we believe are effective, our business activities may be subject to challenge under these laws, and any penalties imposed upon us could have a material adverse effect on our business, financial condition and results of operations. Furthermore, we have significantly expanded our sales and marketing staff recently. Although we train our sales and marketing staff under our corporate compliance programs, any expansion of sales and marketing efforts can increase the risks of noncompliance with these laws.

In the United States, the federal health care program anti-kickback statute prohibits, among other things, knowingly and willfully offering, paying, soliciting, or receiving remuneration to induce, or in return for, purchasing, leasing, ordering, or arranging for the purchase, lease, or order of any health care item or service reimbursable under Medicare, Medicaid, or other federally financed healthcare programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers and prescribers, purchasers, and formulary managers. Although a number of statutory exemptions and regulatory safe harbors exist to protect certain common activities from prosecution, the exemptions and safe harbors are narrow, and practices that involve remuneration intended to induce prescriptions, purchases, or recommendations may be subject to scrutiny if they do not qualify for an exemption or safe harbor. Although we seek to comply with the conditions for reliance on these exemptions and safe harbors, our practices may not always meet all of the criteria for safe harbor protection.

Federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to get a false claim paid. Several pharmaceutical and health care companies have been prosecuted under these laws for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. Other companies have been prosecuted for causing false claims to be submitted because of the company's marketing of the product for unapproved, and thus non-reimbursable, uses. The majority of states also have statutes or regulations similar to the federal anti-kickback law and false claims laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payer. Sanctions under these federal and state laws may include civil monetary penalties, exclusion of a manufacturer's product from reimbursement under government programs, criminal fines, and imprisonment.

The Patient Protection and Affordable Care Act (PPACA) imposes new reporting requirements for pharmaceutical and device manufacturers with regard to payments or other transfers of value made to physicians and teaching hospitals, effective March 30, 2013. In addition, pharmaceutical and device manufacturers will be required to report and disclose investment

interests held by physicians and their immediate family members during the preceding calendar year. Such information is to be made publicly available by the Secretary of Health and Human Services in a searchable format beginning September 30, 2013.

Failure to submit required information may result in civil monetary penalties of up to \$150,000 per year (and up to \$1 million per year for “knowing failures”) for all payments, transfers of value or ownership or investment interests not reported in an annual submission. Further, the PPACA amends the intent requirement of the federal anti-kickback and criminal health care fraud statutes. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims laws.

If not preempted by this federal law, several states require pharmaceutical companies to report expenses relating to the marketing and promotion of pharmaceutical products and to report gifts and payments to individual physicians in those states. Depending on the state, legislation may prohibit various other marketing related activities, or require the posting of information relating to clinical studies and their outcomes. In addition, certain states, such as California, Nevada, and Massachusetts, require pharmaceutical companies to implement compliance programs or marketing codes and several other states are considering similar proposals. Compliance with these laws is difficult and time consuming, and companies that do not comply with these state laws face civil penalties.

Government health care reform could increase our costs, which would adversely affect our revenue and results of operations.

Our industry is highly regulated and changes in law may adversely impact our business, operations or financial results. The PPACA is a sweeping measure intended to expand healthcare coverage within the United States, primarily through the imposition of health insurance mandates on employers and individuals and expansion of the Medicaid program. The reforms imposed by the new law will significantly impact the pharmaceutical industry; however, the full effects of the PPACA cannot be known until these provisions are implemented and the Centers for Medicare & Medicaid Services and other federal and state agencies issue applicable regulations or guidance. Moreover, in the coming years, additional changes could be made to governmental healthcare programs that could significantly impact the success of our products or product candidates.

Reports of actual or perceived side effects and adverse events associated with our products, such as sepsis, could cause physicians and patients to avoid or discontinue use of our products in favor of alternative treatments.

Reports of side effects and adverse events associated with our products could have a significant adverse impact on the sale of our products. An example of a known risk associated with intravenous Remodulin is sepsis, which is a serious and potentially life-threatening infection of the bloodstream caused by a wide variety of bacteria. Intravenous prostacyclins, such as intravenous Remodulin and Flolan, are infused continuously through a catheter placed in a large vein in the patient’s chest, and sepsis is a known risk associated with this type of delivery. As a result, sepsis is included as a risk in both the Remodulin and Flolan package inserts. Although a discussion of the risk of sepsis is currently included on the Remodulin label, and the occurrence of sepsis is familiar to physicians who prescribe intravenously administered therapies, concerns about bloodstream infections may adversely affect a physician’s prescribing practice of Remodulin.

Our corporate compliance program cannot guarantee that we comply with all potentially applicable federal, state and international regulations.

The development, manufacture, distribution, pricing, sales, marketing, and reimbursement of our products, together with our general operations, are subject to extensive federal, state, local and international regulations, which are constantly evolving. These regulations are subject to frequent revisions that often introduce more stringent requirements. While we believe we have developed and instituted adequate corporate compliance programs, we cannot ensure that we will always be in compliance with these regulations. If we fail to comply with any of these regulations, we could be subject to a range of penalties including, but not limited to: the termination of clinical trials, the failure to receive approval of a product candidate, restrictions on our products or manufacturing processes, withdrawal of our products from the market, significant fines, exclusion from government healthcare programs and other sanctions or litigation.

If the licenses, assignments and alliance agreements we depend on are breached or terminated, we could lose our right to develop and sell products covered by such agreements.

Our business depends upon the acquisition, assignment and license of drugs and other products that have been discovered and initially developed by others. Under each of our product license agreements, we receive certain rights to existing intellectual property owned by others. Under agreements that assign intellectual property rights to us, the assignor transfers all right, title

and interest in and to the intellectual property to us, subject to the terms and conditions of such agreements. We may be required to license other third-party technologies to commercialize our early stage products.

This dependence on technology developed by others involves the following risks:

- We may be unable to obtain future licenses or assignment agreements at a reasonable cost or at all;
- If any of our licenses or assignment agreements are terminated, we will lose our rights to develop and market related products;
- Our license and assignment agreements generally provide the licensor or assignor the right to terminate these arrangements in the event we breach such agreements—e.g., if we fail to pay royalties and other fees timely; and
- If a licensor or assignor fails to maintain the intellectual property licensed or assigned to us as required by most of our license and assignment agreements, we may lose our rights to develop and market some or all of our products. In addition, we may be forced to incur substantial costs to maintain the intellectual property ourselves or force the licensor or assignor to do so.

Certain license and assignment agreements may restrict our ability to develop related products in certain countries or for particular diseases and may impose other restrictions on our freedom to develop and market our products.

When we license or are assigned rights to drugs and other products that have been discovered and initially developed by others, our rights are frequently limited. For instance, our rights to market Adcirca are geographically limited to the United States and Puerto Rico. Furthermore, we cannot undertake any additional investigational work with respect to Adcirca in other indications of pulmonary hypertension without Lilly's prior approval. Lilly also has authority over all regulatory activities and has the right to determine the retail price for Adcirca and the wholesale price at which Lilly sells Adcirca to us. Provisions in our license and assignment agreements may impose other restrictions that affect our ability to develop and market related products. For example, GlaxoSmithKline PLC retained an exclusive option and right of first refusal to negotiate a license agreement with us if we decide to license any aspect of the commercialization of Remodulin and Tyvaso anywhere in the world. Similarly, our amended license agreement with Toray Industries, Inc. (Toray) includes a conditional non-compete clause that grants Toray the right to be our exclusive provider of beraprost-MR. Moreover, we must also meet certain minimum annual sales to maintain our exclusive rights to beraprost-MR.

If our or our suppliers' patents or other intellectual property protections are inadequate, our revenues and profits could suffer or our competitors could force our products out of the market.

The period under which our commercial and developmental therapies are protected by our patent rights is limited. Our U.S. patent for the method of treating PAH with Remodulin will expire in October 2014. Our three U.S. patents covering our current methods of synthesizing and producing treprostinil, the active ingredient in both Remodulin and Tyvaso, expire in October 2017. We also have been granted one patent in the EU and one patent in Japan, each of which covers our treprostinil synthesis and production methods and will expire in October 2018. The patent for Adcirca for the treatment of pulmonary hypertension will expire in 2017 and our patents for Tyvaso will expire in the United States and in various countries throughout the EU in 2018 and 2020, respectively.

We continue to conduct research into new methods to synthesize treprostinil and have two registered patents in the United States that expire in 2021, as well as additional U.S. and international pending patent applications relating to such methods. However, we cannot be sure that these additional patents will successfully deter competitors, or that additional patent applications will result in grants of patents. Upon the expiration of our patents, competitors may develop generic versions of our products and market those generic versions to compete with our products. Competitors may also seek to design around our patents prior to their expiration to develop competing products.

The scope of any patent may be insufficient to deter competitors and patent laws of international jurisdictions may not protect our rights to the same extent as the patent laws of the United States. Furthermore, our suppliers' intellectual property protections may not be adequate. Consequently, competitors may attempt to invalidate our existing patents before they expire. In addition to patent protection, we also rely on trade secrets, proprietary know-how and technological advances. We enter into confidentiality agreements with our employees and others, but these agreements may be ineffective in protecting our proprietary information.

To the extent third-party patents cover our products or services, we, or our strategic collaborators, would be required to seek licenses from the holders of these patents in order to manufacture, use, or sell our products and services. Payments under these licenses would reduce our profits from the sale of related products and services. Moreover, we may be unable to obtain these licenses on acceptable terms or at all. If we fail to obtain a required license or are unable to alter the design of our technology to avoid infringing a third-party patent, we would be unable to market related products.

We may initiate litigation to enforce or defend our patents or proprietary rights; however, litigation can be time consuming and costly and may not conclude favorably. If we are unsuccessful with respect to any future legal action in the defense of our patents and our patents are invalidated or canceled, our business could be negatively impacted. Furthermore, any licensed rights, patents or other intellectual property we possess may be challenged, invalidated, canceled, infringed or circumvented and, therefore, may not provide us with any competitive advantage.

We may not maintain adequate insurance coverage to protect us against significant product liability claims.

The testing, manufacturing, marketing, and sale of drugs and diagnostics involve product liability risks. Although we currently maintain product liability insurance, we may not be able to maintain this insurance at an acceptable cost, if at all. In addition, our insurance coverage may not be adequate for all potential claims. If claims or losses significantly exceed our liability insurance coverage, we may be forced out of business.

Improper handling of hazardous materials used in our activities could expose us to significant liabilities.

Our research and development and manufacturing activities involve the controlled use of chemicals and hazardous substances and we are expanding these activities in both scale and location. In addition, patients may dispose of our products using means we do not control. Such activities subject us to numerous federal, state, and local environmental and safety laws and regulations that govern the management, storage and disposal of hazardous materials. Compliance with current or future environmental laws and regulations can require significant costs; furthermore, we can be subject to substantial fines and penalties in the event of noncompliance. While we believe we comply with laws and regulations governing these materials, the risk of accidental contamination or injury from these materials cannot be completely eliminated. Furthermore, once chemical and hazardous materials leave our facilities, we cannot control what our hazardous waste removal contractors choose to do with these materials. In the event of an accident, we could be liable for substantial civil damages or costs associated with the cleanup of the release of hazardous materials. Any related liability could exceed our resources and could have a material adverse effect on our business.

We may encounter substantial difficulties managing our growth relative to product demand.

We have spent considerable resources building our laboratories and manufacturing facilities, and we are currently seeking regulatory approvals for some of our manufacturing facilities. Our facilities may be insufficient to meet future demand for our products. Alternatively, we may have excess capacity at our facilities if future demand falls short of our expectations, or if we do not receive regulatory approvals for the products we intend to produce at our facilities. Constructing our facilities is expensive and our ability to satisfactorily recover our investment will depend on sales of the products manufactured at these facilities in sufficient volume. If we do experience substantial sales growth, we may have difficulty managing inventory levels as marketing new therapies is complicated and gauging future demand can be difficult and uncertain.

If we need additional financing and cannot obtain it, our product development and sales efforts may be limited.

We may be required to seek additional sources of financing to meet unplanned or planned expenditures. Unplanned expenditures could be significant and may result from necessary modifications to product development plans or product offerings in response to difficulties encountered with clinical trials. We may also face unexpected costs in preparing products for commercial sale, or in maintaining sales levels of our currently marketed therapeutic products. If we are unable to obtain additional funding on commercially reasonable terms or at all, we may be compelled to delay clinical studies, curtail operations or obtain funds through collaborative arrangements that may require us to relinquish rights to certain products or potential markets.

We may require additional financing to meet significant future obligations. For example, upon the maturity of our Convertible Senior Notes in October 2011, we must repay our investors in cash up to the principal balance of approximately \$250.0 million. In addition, awards granted under our share tracking awards plans (which we collectively refer to as the STAP) entitle participants to receive in cash an amount equal to the appreciation in the price of our common stock, which is calculated as the positive difference between the closing price of our common stock on the date of exercise and the date of grant. Consequently, our STAP will likely require significant future cash payments to participants to the extent the price of our

common stock continues to appreciate and the number of vested STAP awards increases over time. If we do not have sufficient funds to meet such contractual obligations or the ability to secure alternative sources of financing, we could be in default, face litigation and/or lose key employees.

Risks Related to Our Common Stock

The price of our common stock can be highly volatile and may decline.

The price of common stock can be highly volatile within the pharmaceutical and biotechnology sector. Consequently, there can be significant price and volume fluctuations in the market that may not always relate to operating performance. The table below sets forth the high and low closing prices for our common stock for the periods indicated:

	High	Low
January 1, 2011—June 30, 2011	\$ 70.70	\$ 53.49
January 1, 2010—December 31, 2010	\$ 64.24	\$ 46.22
January 1, 2009—December 31, 2009	\$ 52.88	\$ 27.86

The price of our common stock could decline sharply due to the following factors, among others:

- Quarterly and annual financial results;
- Failure to meet estimates or expectations of securities analysts;
- Timing of enrollment and results of our clinical trials, including our trials of oral treprostinil for treatment of PAH;
- Physician, patient, investor or public concerns regarding the efficacy and/or safety of products marketed or being developed by us or by others;
- Changes in, or new legislation and regulations affecting reimbursement of, our therapeutic products by Medicare, Medicaid or other government payers, and changes in reimbursement policies of private health insurance companies;
- Announcements by us or others of technological innovations or new products or announcements regarding our existing products;
- Interference in patent or other proprietary rights;
- Substantial sales of our common stock by us or our existing shareholders;
- Future issuances of common stock by us or any other activity which could be viewed as being dilutive to our shareholders;
- Rumors among, or incorrect statements by, investors and/or analysts concerning our company, our products, or operations;
- Failure to obtain or maintain our regulatory approvals from the FDA or international regulatory agencies;
- Discovery of previously unknown problems with our marketed products or problems with our manufacturing, regulatory, compliance, promotional, marketing or sales activities that result in regulatory restrictions on our products, including withdrawal of our products from the market;
- Accumulation of significant short positions in our common stock by hedge funds or other investors or the significant accumulation of our common stock by hedge funds or other institutional investors with investment strategies that may lead to short-term holdings; and
- General market conditions.

We may fail to meet our own projected revenues, as well as third-party projections for our revenues or profits.

Many securities analysts publish quarterly and annual projections of our revenues and profits. In addition, we have recently begun providing forward-looking guidance for revenues associated with our commercial products. Such estimates are inherently subject to uncertainty. As a result, actual revenues and profits may differ from these projections, and even small variations in reported revenues and profits compared to securities analysts' expectations or our own projected revenues could have a significant impact on the price of our common stock.

Sales of our common stock may depress our stock price.

The price of our common stock could decline if: (1) we issue common stock to raise capital or to acquire a license or business; (2) our shareholders transfer ownership of our common stock, or sell substantial amounts in the public market; or (3) our investors become concerned that substantial sales of our common stock may occur. For example, Lilly has begun to sell a significant portion of our common stock it currently holds. A decrease in the price of our common stock could make it difficult for us to raise capital or fund acquisitions through the issuance of our stock.

The conversion of some or all of the Convertible Senior Notes when the price of our common stock exceeds \$52.85 per share would dilute the ownership interests of our existing shareholders. Any sales of our common stock issued upon such conversion could adversely affect the prevailing market price of our common stock. Furthermore, the existence of the Convertible Senior Notes may encourage short selling by market participants because the conversion of the Convertible Senior Notes could depress the price of our common stock.

The fundamental change purchase feature of the Convertible Senior Notes may delay or prevent an otherwise beneficial attempt to take over our company.

We may be required to repurchase the Convertible Senior Notes from their holders in the event of a fundamental change, which includes a change of control of our company. This may delay or prevent a change of control of our company that would otherwise be beneficial to our shareholders.

Provisions of Delaware law and our certificate of incorporation, by-laws, shareholder rights plan, and employment and license agreements could prevent or delay a change of control or change in management that may be beneficial to our public shareholders.

Certain provisions of Delaware law and our certificate of incorporation, by-laws and shareholder rights plan may prevent, delay or discourage:

- A merger, tender offer or proxy contest;
- The assumption of control by a holder of a large block of our securities; and/or
- The replacement or removal of current management by our shareholders.

For example, our certificate of incorporation divides our Board of Directors into three classes. Members of each class are elected for staggered three-year terms. This provision may make it more difficult for shareholders to replace the majority of directors. It may also deter the accumulation of large blocks of our common stock by limiting the voting power of such blocks.

Non-competition and all other restrictive covenants in most of our employment agreements will terminate upon a change of control that is not approved by our Board.

A change of control, under certain circumstances, could also result in an acceleration of the vesting of outstanding STAP awards. This, together with any increase in our stock price resulting from the announcement of a change of control, could make an acquisition of our company significantly more expensive to the purchaser.

We enter into certain license agreements that generally prohibit our counterparties to these agreements or their affiliates from taking necessary steps to acquire or merge with us, directly or indirectly throughout the term of these agreements, plus a specified period thereafter. We are also party to certain license agreements that restrict our ability to assign or transfer the rights licensed to us to third parties, including parties with whom we wish to merge, or those attempting to acquire us. These agreements often require that we obtain the prior consent of the counterparties to these agreements if we are contemplating a change of control. If our counterparties to these agreements withhold their consent, related agreements could be terminated and

we would lose related license rights. For example, both Lilly and Toray have the right to terminate our license agreements relating to Adcirca and beraprost-MR, respectively, in the event of certain change of control transactions. These restrictive change of control provisions could impede or prevent mergers that could benefit our shareholders.

Because we do not intend to pay cash dividends, our shareholders must rely on stock price appreciation for any return on their investment in us.

We have never declared or paid cash dividends on our common stock. Furthermore, we do not intend to pay cash dividends in the future. As a result, the return on an investment in our common stock will depend entirely upon the future appreciation in the price of our common stock. There can be no assurances that our common stock will provide a return to investors.

Item 6. EXHIBITS

Exhibits filed as a part of this Form 10-Q are listed on the Exhibit Index, which is incorporated by reference herein.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UNITED THERAPEUTICS CORPORATION

July 28, 2011

/s/ MARTINE A. ROTHBLATT
By: Martine A. Rothblatt, Ph.D.
Title: *Chairman and Chief Executive Officer*

/s/ JOHN M. FERRARI
By: John M. Ferrari
Title: *Chief Financial Officer and Treasurer*

EXHIBIT INDEX

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 (Registration No. 333-76409).
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of the Registrant, incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on June 28, 2010.
3.3	Second Amended and Restated By-laws of the Registrant, incorporated by reference to Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2008.
3.4	Form of Certificate of Designations, Preferences and Rights of Series A Junior Participating Preferred Stock, incorporated by reference to Exhibit A to Exhibit 4 to the Registrant's Current Report on Form 8-K, filed December 18, 2000.
4.1	Reference is made to Exhibits 3.1, 3.2 and 3.3.
4.2	First Amended and Restated Rights Agreement, incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on July 3, 2008.
4.3	Indenture, dated October 30, 2006, between the Registrant and The Bank of New York, as trustee (including form of 0.50% Convertible Senior Note due October 15, 2011), incorporated by reference to Exhibit 4.1 of Registrant's Current Report on Form 8-K filed October 30, 2006.
4.4	Resale Registration Rights Agreement, dated October 30, 2006, between the Registrant and Deutsche Bank Securities Inc., as the initial purchaser, incorporated by reference to Exhibit 4.2 of the Registrant's Current Report on Form 8-K filed October 30, 2006.
10.1	Form of Terms and Conditions for Awards granted to employees on or after March 15, 2011 under the United Therapeutics Corporation 2011 Share Tracking Awards Plan and the United Therapeutics Corporation 2008 Share Tracking Awards Plan, incorporated by reference to Exhibit 10.2 of Registrant's Registration Statement on Form S-8 (Registration No. 333-173858) filed May 2, 2011.
10.2*	Construction Management Agreement between the Registrant and DPR Construction, a General Partnership, dated as of January 28, 2011, as amended by Amendment No. 1, dated as of June 23, 2011.
12.1	Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial information from our Quarterly Report on Form 10-Q for the quarter ended June 30, 2011, filed with the SEC on July 28, 2011, formatted in Extensible Business Reporting Language (XBRL): (i) the Consolidated Balance Sheets as of June 30, 2011 and December 31, 2010, (ii) the Consolidated Statements of Operations for the three- and six-month periods ended June 30, 2011 and 2010, (iii) the Consolidated Statements of Cash Flows for the six-month periods ended June 30, 2011 and 2010, and (iv) the Notes to Consolidated Financial Statements (1).

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- * Confidential treatment has been requested for portions of this document. The omitted portions of this document have been filed with the Securities and Exchange Commission.
- (1) The XBRL related information in Exhibit 101 to this Quarterly Report on Form 10-Q shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liability of that section and shall not be incorporated by reference into any filing or other document pursuant to the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing or document.

Pursuant to 17 C.F.R. § 240.24b-2, confidential information (indicated by [***]) has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.



Document A133™ — 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 28th day of January in the year 2011

BETWEEN the Owner:

(Name, legal status and address)

United Therapeutics Corporation
1040 Spring Street
Silver Spring, MD 20910

and the Construction Manager:

(Name, legal status and address)

DPR Construction, a General Partnership
2000 Aerial Center, Suite 109
Morrisville, NC 27560

for the following Project:

(Name and address or location)

Construction services in connection with the Phase II expansion of the Owner's Administration/Laboratory/Manufacturing facility located in Research Triangle Park, NC, to include a GMP warehouse and manufacturing area, a day care facility and office space, and converting a portion of the existing facility, as more fully described on Exhibit A attached hereto.

The Architect:

(Name, legal status and address)

CRB- Consulting Engineering, Inc.
1255 Crescent Green, Suite 350
Cary, NC 27518

The Owner's Designated Representative:

(Name, address and other information)

David S. Zaccardelli, Pharm.D.
EVP, Pharmaceutical Development & Operations
Chief Manufacturing Officer
United Therapeutics Corporation
55 TW Alexander Drive
Research Triangle Park, NC 27709

The Construction Manager's Designated Representative:

(Name, address and other information)

Jeffrey B. Vertucci
Regional Manager — Mid Atlantic

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1382237744)

DPR Construction, a General Partnership
2941 Fairview Park Drive, Suite 600
Falls Church, VA 22042

The Architect's Designated Representative:
(Name, address and other information)

Bill Mahle
CRB-Consulting Engineering, Inc.
1255 Crescent Green, Suite 350
Cary, NC 27518

The Owner and Construction Manager agree as follows.

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/ **User Notes:** (1382237744)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement and all Exhibits attached hereto and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Services, AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified and as attached hereto as Exhibit B (the "General Conditions") shall apply only as specifically provided in this Agreement. For the Construction Services, whether performed during the Preconstruction Phase or the Construction Phase, the General Conditions shall apply in all cases. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean "Guaranteed Maximum Price" as defined herein. Any reference in the General Conditions to costs to be borne by the Contractor (or Work to be carried out at the Contractor's expense) shall be reimbursable to the Construction Manager as a Cost of the Work to the extent permitted by the provisions of this Agreement.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

The Construction Manager shall furnish only skilled and properly trained staff for the performance of the Work. The key members of the Construction Manager's staff shall be persons listed in Exhibit G attached hereto. As part of the Guaranteed Maximum Price Amendment (hereinafter defined) the Construction Manager shall supplement Exhibit G with the key members of its consultants' staff who shall be reasonably acceptable to the Owner. Such key members of the Construction Manager's staff and consultants' staff: (i) shall be dedicated to the Project on the approximate percentage basis set forth in Exhibit G, unless the Owner and the Construction Manager agree otherwise in writing, and (ii) shall not be changed without the written consent of the Owner, which consent shall not be unreasonably withheld or delayed, unless such personnel become unable to perform any required duties due to death, disability or termination of employment with the Construction Manager by such personnel, in which case the Owner's consent shall not be required. The Construction Manager acknowledges and agrees that the designation and dedication of such key personnel and their availability to work on this Project will be a material inducement to the Owner in signing the Guaranteed Maximum Price Amendment. The Owner and the Construction Manager shall agree on mutually acceptable substitute personnel, if any. The Owner may require that the Construction Manager remove and replace personnel reasonably unacceptable to the Owner.

The Construction Manager shall comply with the requirements and restrictions contained in the documents listed in Exhibit F attached hereto.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct weekly meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor and actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 The Construction Manager hereby acknowledges the preliminary Project Schedule prepared by the Owner, a copy of which is attached hereto as Exhibit E, and agrees that all schedules prepared by the Construction Manager shall be consistent therewith, except as otherwise approved by the Owner in its sole discretion. When updates to the Project Schedule are approved by the Owner, such updates shall replace the then current Project Schedule set forth in Exhibit H. The Construction Manager, in consultation with the Owner, shall periodically update the Project Schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Owner's and the Architect's approval to any change to the portion of the Project Schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the Project Schedule with the services and activities of the Owner, the Architect and the Construction Manager. As design proceeds, the Project Schedule shall be updated (not less than monthly) to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Control Budget and Guaranteed Maximum Price proposal (each as defined below), preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If Project Schedule updates indicate that the milestones set forth in previously approved Project Schedules may not be met, the Construction Manager shall make appropriate recommendations in writing to the Owner and the Architect.

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§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, overall coordination of the Work, trade jurisdictions, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, building type, volume and similar conceptual estimating techniques, as appropriate, for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 The Schematic Design Documents have been completed. During the progress of the Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, or otherwise as set forth in the Project Schedule, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.5.3 Attached hereto as part of Exhibit C is a budget for the Work (the "Control Budget"). During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at least monthly, or as otherwise reasonably requested by the Owner. In addition, the Construction Manager shall make formal detailed presentations to Owner and the Architect and update the Control Budget for each of the base building work and fit-out work when (1) the Design Development Documents are complete, and (2) substantially all subcontractor bids have been received by the Construction Manager. Such presentations shall include a detailed explanation of the basis for the Control Budget, including, but not limited to, any allowances included therein, constructability review and value engineering alternatives. After the Design Development Phase, the Construction Manager shall review proposed design refinements for their impact on the Control Budget and shall recommend alternative construction materials, systems, or sequences if required to maintain the Control Budget and preliminary Project Schedule, or otherwise desirable. The Construction Manager shall regularly meet with the Architect and the Owner throughout the Preconstruction Phase to evaluate and make recommendations on the following: (1) site use and improvements, (2) impact of Owner-requested modifications, if any, (3) building materials and mechanical and electrical systems selection and fill/finish equipment selection, (4) construction feasibility, (5) time factors for procurement, installation and construction completion, (6) factors influencing construction cost and possible economies, and (7) alternative designs and other "value engineering" suggestions. Throughout the Preconstruction Phase, the Construction Manager shall provide "value engineering" services consisting of a review of the cost, quality and schedule influences of proposed building materials, systems and construction methods as well as equipment needs relative to design objectives in order to identify options for obtaining optimal values for the Owner. Particular factors evaluated shall include, but not be limited to, overall construction cost, initial vs. life-cycle cost, alternative materials and equipment and methods of construction, impacts on related trades and building systems, major cost variables and risks, impact on local manpower and schedule, local availability of systems, materials, and equipment, ability of components to interact with other building components, no overlap in sub-pricing or specifications, regulatory considerations, and environmental impact. The Owner acknowledges that the Construction Manager is in no way providing professional services which constitute the practice of architecture or engineering, except to the extent the scope of Work includes design-build services.

§ 2.1.5.4 If any revised Control Budget for the Work exceeds the Cost of Work indicated in previous submissions of the Control Budget, the Construction Manager shall make appropriate recommendations regarding modifications necessary to maintain the Control Budget to the Owner and the Architect, and a new scope and/or Control Budget shall be developed based on any accepted recommendations, except as otherwise approved in writing by Owner.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall canvass the market to determine bidding interest and shall carry out an active program to develop bidders' interest in the Project. The Construction Manager shall prepare a bidder's list for the

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review and approval of the Owner prior to commencement of the Construction Documents phase and again prior to submission of the Guaranteed Maximum Price proposal. The Owner or Architect may suggest other names to be included in such list. If interest is lacking among potential subcontractors and it appears that competition will be inadequate, the Construction Manager shall, upon the Owner's request, identify possible reasons and/or recommend possible strategies for expanding the competition. The Architect will promptly reply in writing to the Construction Manager if the Architect or the Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier. The Construction Manager shall timely conduct a market study to determine the local market area labor conditions that may affect the Project in sufficient time for the design team to incorporate the results of the survey into the Construction Documents.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager or, at the Owner's direction, the Construction Manager shall procure such items on terms and conditions satisfactory to the Owner. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign any contracts it entered into for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. In the event the Owner and the Construction Manager do not agree to a Guaranteed Maximum Price and this Contract is terminated, the Construction Manager shall assign any contracts it entered into for these items to the Owner and the Owner shall thereafter accept responsibility for them.

§ 2.1.8 The Construction Manager shall draft all invitations or solicitations to bid for the Work, and shall assemble the solicitation packages with the Owner's prior written approval. The Construction Manager shall ensure that the drawings and specifications included in the bid packages are complete and up to date, and shall include an appropriate subcontract form approved by the owner for inclusion in the solicitation. The Construction Manager shall ensure that the final solicitation package includes all accepted comments, changes, and corrections from the final design review.

§ 2.1.9 The Owner will review and the Owner will endeavor to approve in writing five (5) pre-qualified bidders (but not less than three [3]) for each package. In the event that the Construction Manager intends to perform any of the Work with its own forces, the Construction Manager shall notify the Owner of such desire to self-perform such portion of the Work. Upon the Owner's approval, the Construction Manager shall be deemed a pre-qualified bidder for such portion of the Work. The Construction Manager shall only be entitled to self-perform Work if it can demonstrate to the Owner that such Work will be performed on terms and conditions at least equal to those which would apply in a fully competitive bid environment. Such self-performed Work, if approved, may, at the election of the Owner, be subject to either a guaranteed maximum price or lump sum price, within the Guaranteed Maximum Price for the entire Work.

§ 2.1.10 The Construction Manager shall review all accepted bids for completeness, responsiveness, scope overlaps and omissions, prepare a record of bidding and a detailed bid analysis, and recommend to the Owner those Subcontractors, separate contractors, and suppliers necessary and sufficient to provide a completed and fully operational Project in accordance with the Contract Documents and the Control Budget. At least three (3) responsive bids must be received from qualified and responsible Subcontractors in each trade. The Owner reserves the right to be present during the subcontractor bid and clarification process, and shall have the right to review all bids. The Construction Manager shall review all Subcontractors' proposed substitutions for suitability and cost effectiveness, and shall make corresponding recommendations to the Owner. The Construction Manager shall work closely with the Owner and the Architect to identify potential areas of cost savings that can be achieved, and shall negotiate all final subcontracts in the Owner's best interests.

§ 2.1.11 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price or Project Schedule. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner

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any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Obligations of the Construction Manager with respect to errors, omissions and ambiguities in the Contract Documents after agreement on the Guaranteed Maximum Price are as set forth in the General Conditions.

§ 2.1.12 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.1.13 Design Review

Without limiting the responsibilities of the Architect, the Construction Manager shall assist the Owner and the Architect during the design phase by continually assisting with the coordination of design development, performing design constructability reviews, assisting with problem resolution, performing schedule control, identifying conflicts and keeping the Owner apprised of the design status at all times. Constructability reviews shall include, without limitation, review of the Contract Documents to discover any non-constructable or impractical construction details, or conflicts between the trades.

§ 2.1.14 Review of Submittals

The Construction Manager shall review all project team submittals for constructability and/or errors, omissions, and accuracy. In addition, the Construction Manager shall participate in Project reviews as reasonably requested by the Owner, and review as reasonably requested by the Owner, and review Construction Documents prepared by the Architect as they are developed, and when they are ready for printing. The Construction Manager shall provide written comments on all design submittals within ten (10) days after submittal.

§ 2.1.15 Cost Control and Reporting

During the pre-construction phase, the Construction Manager shall monitor regularly the Control Budget for the Project, including construction, general conditions and fees, and any other Project-associated costs. The Construction Manager shall advise the Owner immediately whenever a cost category estimate is tending to exceed funds budgeted. All cost control and reporting is to be based on data developed independently by the Construction Manager, separate from that of the Architect.

§ 2.1.16 Coordination of Contract Documents

In addition to the foregoing, the Construction Manager shall review the Architect's drawings and specifications at (a) completion of Design Development Documents, (b) completion of documents necessary to obtain a building permit ("Permit Documents"), and (c) completion of Construction Documents for constructability, and conformance with the assumptions of the Control Budget and the Guaranteed Maximum Price, when established, and recommend alternate solutions when the design as developed affects schedule or construction feasibility.

§ 2.1.17 Reporting Requirements

The Construction Manager shall prepare and maintain a Change Estimate Log, Change Order Log, Cost-to-Complete Budget, and Cost Status Report, a Contract Documents Log and a Shop Drawing/Submittal Log (each to be reviewed on a monthly basis). In addition, the Construction Manager shall prepare a Request for Information (RFI) Log and Open Issues and Nonconforming Issues Log each to be reviewed at weekly meetings with the Owner.

(Paragraphs deleted)

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager (or otherwise to the extent set forth in the Project Schedule), the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee. To the extent that General Conditions Costs or other cost items are set forth in Exhibit C attached hereto, the Guaranteed Maximum Price proposal shall not exceed the amounts set forth in Exhibit C. In no event shall the Guaranteed Maximum Price set forth in the proposal exceed the Control Budget, as such Control Budget may have been revised in accordance with the written approval of the Owner.

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§ 2.2.2 To the extent that the Drawings and Specifications referenced in the Guaranteed Maximum Price proposal are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, General Conditions Costs (referenced in Section 2.2.5), Contingency (referenced in Section 2.2.4), other guaranteed line items and the Construction Manager's Fee (which shall not be greater than the amount set forth therefor in Exhibit C);
- .4 The anticipated date or dates of Substantial Completion upon which the proposed Guaranteed Maximum Price is based (which shall be no later than the date(s) set forth in Exhibit H); and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price, which shall be no earlier than sixty (60) days after submission of the Guaranteed Maximum Price proposal.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use ("Contingency"). It is understood that the Contingency line item is to cover costs and expenses of the Construction Manager incurred as a result of unforeseen or unanticipated events or circumstances; provided, however, any such cost or expense must otherwise be reimbursable as a Cost of the Work hereunder. The Construction Manager may transfer amounts from the Contingency line item to other line items (other than the line items for General Conditions Costs, Construction Manager's Fee and other guaranteed line items), and may transfer amounts from other line items to the Contingency line item, with the prior written consent of the Owner, such consent not to be unreasonably withheld.

§ 2.2.5 The Cost of the Work portion of the Guaranteed Maximum Price shall contain a line item entitled "General Conditions Costs." A breakdown of the items comprising General Conditions Costs is set forth in Exhibit C. Exhibit C also states the value of General Conditions Costs to be established, set forth as a percentage of other items of Cost of the Work. As part of the Guaranteed Maximum Price proposal, the Construction Manager shall submit a dollar value for the General Conditions Costs based on the percentage set forth in Exhibit C. Notwithstanding anything in the Contract Documents to the contrary, the total cost of the General Conditions Costs shall be the maximum amount therefor set forth in Exhibit C (based on the assumptions set forth therein), and shall be adjusted only to the extent (a) approved in writing by the Owner; or (b) pursuant to Article 7 of the General Conditions. [The General Conditions Costs shall be paid as incurred, but in no event greater than a prorated share based on the Contract Time .

§ 2.2.6 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. During such time period, at the election of the Owner, all allowance items shall be converted to line items with the Guaranteed Maximum Price.

§ 2.2.7 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 2.2.8 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.9 The Owner may authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.10 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. To the extent any tax exemptions are available to the Owner, the Owner shall so advise the Construction Manager prior to preparation of the Guaranteed Maximum Price proposal so that such tax exemptions are taken into account in determining the Guaranteed Maximum Price.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of the General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase as set forth in a written notice to proceed issued by the Owner.

(Paragraph deleted)

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall not be entitled to self-perform trade work ("Self-Performed Work") without the consent of the Owner, after the Construction Manager demonstrates to the satisfaction of the Owner that the Self-Performed Work shall be performed on terms and conditions at least equal to that available if such Work was performed by Subcontractors or suppliers, including, but not limited to, providing payment and performance bonds. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and the Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager intends to solicit a bid from a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and if the Construction Manager recommends such related party, the Construction Manager shall, with such recommendation, notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly

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distribute minutes to the Owner and Architect no later than three business days following each meeting. During the Construction phase, meetings shall be held weekly.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of the General Conditions and the other provisions of the Contract Documents. .

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or more frequently as reasonably requested by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.8 Notwithstanding anything in the Construction Manager’s subcontract form, short form subcontract form or purchase order form, the Construction Manager is not entitled to offset amounts due to Subcontractors and/or suppliers from the Construction Manager on this Project against any liabilities of Subcontractors and/or suppliers to the Construction Manger on other projects.

§ 2.4 Professional Services

Section 3.12.10 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

§ 2.6 Liquidated Damages

The parties acknowledge that as of the date of execution of the Guaranteed Maximum Price Amendment, it will be extremely difficult to ascertain with accuracy the extent of the actual damages that the Owner would suffer as a result of any delay in achieving the date(s) of Substantial Completion of the Work set forth in the Guaranteed Maximum Price Amendment, as such date(s) may be adjusted in accordance with the provisions of this Contract. Therefore, in the event the Construction Manager does not achieve Substantial Completion of the Work by the date(s) specified in the Guaranteed Maximum Price Amendment, as such date(s) may be adjusted pursuant to the provisions of the Contract Documents, the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, the following amounts for each day the actual date(s) of Substantial Completion of the Work exceeds the scheduled date(s) of Substantial Completion.

First 30 days	\$7,500 per day
All days thereafter	\$10,000 per day

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of a delay in Substantial Completion of the Work due to the fault of the Construction Manager.

ARTICLE 3 OWNER’S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 As a condition to the Construction Manager’s obligation to execute the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the

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Owner has made financial arrangements to fulfill the Owner's obligations under the Contract as more fully discussed in Section 2.2.1 of the General Conditions.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information with reasonable promptness. The Owner shall also furnish any other information under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to in writing by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish a legal description of the site and any other information in the Owner's possession regarding the site and existing conditions thereon..

§ 3.1.4.3 Not used.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information required of the Owner under this Section 3.1.4 with reasonable promptness.

§ 3.2 Owner's Designated Representative

The Owner's designated representative is identified on the first page of this Agreement. The Owner's Designated Representative has full authority to act on behalf of the Owner. The Owner's Designated Representative shall have no personal liability to the Construction Manager, and the Construction Manager acknowledges and agrees that it shall look solely to the Owner with respect to all claims relating to the Project. The Architect is not authorized to make decisions on behalf of the Owner.

(Paragraphs deleted)

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows: See Exhibit C

(Paragraphs deleted)

§ 4.2 Payments

§ 4.2.1 Based upon Applications for Payment submitted to the Owner, the Owner shall make progress payments on account of the Preconstruction Services to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 4.2.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Construction Manager shall submit to the Owner and the Architect its Application for Payment not later than the last business day of the month. Provided that an Application for Payment is received by the Owner and the Architect not later than five (5) days after the last business day of a month, the Owner shall make payment to the Construction Manager not later than the last business day of the following month. If an Application for Payment is received by the Owner and the Architect after five (5) days after the last business day of a month, the Owner shall have no obligation to pay the Construction Manager until the next payment cycle, but the Owner shall endeavor to pay the Construction Manager within thirty (30) days of the date submitted. Undisputed amounts unpaid thirty (30) days after the due date set forth above shall bear interest at the rate entered below:

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Prime rate as published by the Wall Street Journal from time to time, plus one percent (1%) per annum.

§ 4.2.3 Exhibit C sets forth the compensation for Preconstruction services to be performed by the Construction Manager. Each invoice for Preconstruction services shall not be greater than an amount which, when taken together with prior payments, bears the same ratio to the total amount payable on account of Preconstruction services as the Preconstruction services performed bears to the total anticipated required Preconstruction services. In the event the Contract is terminated prior to execution of the Guaranteed Maximum Price Amendment, the amount set forth in Exhibit C for Preconstruction services shall be the total amount payable by the Owner to the Construction Manager on account of Preconstruction Services (excepting payment for construction services authorized in writing prior to execution of the Guaranteed Maximum Price Amendment). In the event the Guaranteed Maximum Price Amendment is executed, all amounts paid for Preconstruction Services shall be deemed to be part of the General Conditions Costs included in the Guaranteed Maximum Price.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(Paragraphs deleted)

See Exhibit C

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work: See Article 7 of the General Conditions.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: See Article 7 of the General Conditions.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed eighty five percent (85%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Paragraphs deleted)

to be set forth in the Guaranteed Maximum Price Amendment.

(Table deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work plus the Construction Manager's Fee exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

In the event the actual Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price, as adjusted, the difference ("Savings") shall be shared 75% to the Owner and 25% to the Construction Manager. Savings shall be calculated and paid as part of final payment hereunder.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date(s) of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The provisions of Article 7 of the General Conditions shall apply to such changes.

§ 5.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the General Conditions and the terms "costs"

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as used in Section 7.3.6 of the General Conditions shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. The Construction Manager hereby agrees that for changes in the Work performed by a Subcontractor, (A) the payment to the Subcontractor shall be equal to (i) the actual cost incurred in performing such changed work; (ii) a markup of 10% of such actual cost for overhead; and (iii) fee of 5% of actual cost. Notwithstanding the foregoing, the total amount payable to Subcontractors of every tier on account of overhead and fee for a change to the Work shall not exceed 20%. In addition, the Construction Manager shall be entitled to Construction Manager's Fee equal to the percentage stated in Exhibit C, based on the total amount payable to the Subcontractor; provided, however, that the Construction Manager shall not be entitled to Construction Manager's Fee on the first \$500,000 of Change Orders. There shall be no reduction in Construction Manager's Fee for deductive Change Orders. See Annex 2 to Exhibit C for examples of how markups and fees are calculated.

§ 5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. To the extent that any of the items set forth in this Section 6.1 are General Conditions Costs items (whether or not specifically listed in the Exhibit C or the Guaranteed Maximum Price Amendment), reimbursement therefor shall be permitted only to the extent set forth in Section 2.2.5 above.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel listed by category in Exhibit C and the hourly rates set forth in Exhibit C. Such hourly rates are "fully burdened" and may be adjusted on an annual basis beginning on the date that is one year after the date of execution of the Guaranteed Maximum Price Amendment provided that no annual adjustment shall exceed 3% of the prior year's annual rate.

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only to the extent such personnel is listed in Exhibit C, at the hourly rates set forth in Exhibit C.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 6.2.1.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior written approval, which may be granted or withheld in the Owner's sole discretion.

§ 6.3 Subcontract Costs

Payments made or incurred by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. Items of Work that are General Conditions Costs (whether or not specifically referenced in Exhibit C or

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the Guaranteed Maximum Price Amendment) shall not be included in any subcontract without the prior written approval of the Owner, in its sole discretion.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed but required to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be delivered to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior written approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions, cell phones, and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 Costs of materials and equipment suitably stored on-site or off the site at a mutually acceptable location, subject to the Owner's prior approval and the prior approval of any entity providing financing for the Project (collectively, the "Lender").

(Paragraph deleted)

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents to be provided by the Construction Manager pursuant to Exhibit D. If the Construction Manager wishes to self-insure any of the risks set forth in the Contract Documents, it shall first obtain the prior written approval of the Owner, which may be granted or withheld in the sole discretion of the Owner. Charges on account thereof shall be approved in writing in advance by the Owner and shall in no event be greater than the costs of a third-party insurance program. Such self-insurance shall strictly conform to the requirements of Exhibit D attached hereto.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the

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Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's prior written consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work to the extent listed as General Conditions Costs in Exhibit C.

§ 6.6.7 Deposits lost (including failure to obtain a refund of a deposit) for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld; provided, however, that reimbursement hereunder shall be limited to \$25,000.

§ 6.6.9 Premiums for lien release bonds required to be posted by the Construction Manager pursuant to the provisions of Section 9.3 of the General Conditions, except if the Lien (as defined in Section 9.3 of the General Conditions) relates to disputes between the Construction Manager and Subcontractors or suppliers and not involving the Owner or the Contract Documents (i.e. not "pass through claims"). If the reason for the Lien is default by the Owner in making payments of undisputed amounts due and owing under the Contract Documents, the reasonable costs incurred by the Construction Manager in discharging such Lien shall be paid by the Owner pursuant to Change Order.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of the General Conditions.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel, except as specifically provided in Section 6.2, or as may be provided in Exhibit C;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7 or Exhibit C;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7 or Exhibit C;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

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- .8 Costs due to the negligence or wrongful act of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them, or for those acts that any of them may be liable;
- .9 Costs or expenses (including legal fees) relating to the bankruptcy of any Subcontractor (to the extent not recovered from the Subcontractor or its surety), unless approved in writing by the Owner, such approval not to be unreasonably withheld;
- .10 The cost of all fines and penalties, included interest thereon, assessed against the Construction Manager by any federal or local governmental or quasi-governmental authorities, except to the extent due to the Owner's (or its agents') fault or negligence;
- .11 The cost of any liability, taxes, charges or contributions attributable to Construction Manager's failure to make timely disbursements to Subcontractors except to the extent the reason for nonpayment is due to the failure of the Owner to make payments due and owing under the Contract Documents;
- .12 Costs incurred to discharge liens arising out of claims against the Project or the site, to the extent such liens are filed by the Construction Manager or its Subcontractors, except as otherwise provided in Section 6.6.9; and
- .13 Overtime for supervisory and/or administrative personnel of the Construction Manager, except to the extent approved in writing in advance by the Owner, in its sole discretion.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

§ 6.11.1 The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded full access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract on an "open book" basis. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Subcontractors shall have the same obligations to maintain books and records and to permit audits, except with respect to subcontracted work performed on a lump sum basis, the Subcontractor shall only

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be required to maintain the make available such books and records as are specifically required by applicable laws and/or the terms of the Contract Documents.

§ 6.11.2 If any inspection of the Construction Manager's or any Subcontractor's books and records or other documents reveals an overcharge, the Construction Manager shall pay to the Owner or, at the Owner's election, the Owner may reimburse itself by taking a credit against future payments due to the Construction Manager, an amount equal to the overage. If one or more overcharges is equal to or greater than Fifty Thousand Dollars (\$50,000) in the aggregate, the Construction Manager shall also pay all administrative and auditing expenses incurred by the Owner in determining the existence and amount of the overcharge, not to exceed Twenty Five Thousand Dollars (\$25,000).

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. On or before the 25th calendar day of each month (or in the event such day is a holiday or weekend day, the preceding business day) the Owner and the Construction Manager (and the Architect, if requested by the Owner) shall meet to review a preliminary draft of such Application for Payment (a "Pencil Draw"), prepared by the Construction Manager. Within three (3) days after the meeting described in the previous sentence, the Construction Manager shall (a) revise the Pencil Draw in accordance with any objection or recommendation of the Owner that is consistent with the requirements for the Contract Documents, and (b) re-submit the revised Pencil Draw to the Owner as the final Application for Payment. Such Pencil Draw and subsequent Application for Payment shall include a projection of the Cost of the Work through the then-current month.

§ 7.1.3 Provided that an Application for Payment is received by the Owner not later than five (5) days after the last business day of a month, the Owner shall make payment of the undisputed amounts to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Owner more than five (5) days after the application date fixed above, payment shall be made by the Owner not later than the next payment cycle, but the Owner shall endeavor to pay the Construction Manager within thirty (30) days of the date submitted. If the Owner becomes aware that any Subcontractor or supplier is not being paid as required, the Owner may elect, upon five (5) days' written notice to the Construction Manager, if within such five (5) day period the Construction Manager has not paid such Subcontractor or supplier, to issue joint checks, payable to the Construction Manager and such Subcontractor or supplier for current and future payments due such Subcontractor or supplier. The Construction Manager agrees that the Owner upon five (5) business days' prior written notice, at the Owner's sole discretion, may make payments directly to any Subcontractor or supplier if: (i) the Construction Manager fails to pay any Subcontractor or supplier within ten (10) days after the date that the Construction Manager receives any payment from the Owner of amounts requested by or on behalf of such Subcontractor or supplier, (ii) the Construction Manager fails to request payment timely on behalf of a Subcontractor or supplier for Work performed, provided such Subcontractor or supplier has otherwise complied with the requirements of the applicable subcontract agreement or purchase order, or (iii) the Owner is entitled to terminate the Contract. Payment by the Owner shall not be deemed an obligation of the Owner nor shall it establish a contractual relationship between the Owner and the payee. If the Owner makes direct payment as permitted hereunder, the Construction Manager shall not be entitled to challenge the appropriateness of such payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit such documentation and information as will fully support the Construction Manager's entitlement to payment, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments attributable to the Construction Manager's Fee, plus (3) General Conditions Costs for the period covered by the present Application for Payment. Upon the Owner's request, the Construction Manager shall promptly provide any supplemental information reasonably requested by the Owner. Also, each Application for Payment shall include appropriate waivers and releases of liens and claims from the Construction Manager and any Subcontractor or supplier who has lien rights in the jurisdiction where the Project is located, on the forms attached hereto as Exhibit E.

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§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents and approved in writing by the Owner. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee and General Conditions Costs (and any other guaranteed line items) shall be shown as separate items. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner and the Architect may require. This schedule, unless objected to by the Owner or the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the General Conditions, with respect to General Conditions Costs, such costs shall be reimbursed as incurred, provided, however, that the amount reimbursed each month may be reduced to the extent the Owner determines, in its reasonable discretion, that amounts remaining in the General Conditions Costs line item will not be sufficient to cover remaining anticipated General Conditions Costs;
- .2 If approved in advance by the Owner and the Lender, add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%);
- .3 Add the Construction Manager's Fee, less retainage of ten percent (10%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has valued any delay in the approved schedule of Work to be performed (including applicable damages attributable thereto or other reasons set forth in Section 9.5 of the General Conditions. Such amounts shall be withheld from progress payments otherwise due until the cause for withholding is cured, and such amounts shall be paid as part of the next progress payment after such cure.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts (if different from the retainage described above), and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect and/or the Owner have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect or the Owner have made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.1.11 Subject to the approval of the Lender, if any, at such time as the Work is fifty percent (50%) complete, no further retainage shall be withheld. Notwithstanding the foregoing, if at any time the Owner reasonably believes that the Work is not progressing satisfactorily, or to the extent the Construction Manager continues to withhold full retainage from a Subcontractor or supplier, the Owner retains the right to reinstate the above-mentioned retainage in whole or in part. Retainage withheld shall be paid as part of the Application for Payment immediately following Substantial Completion of the entire Work, less 200% of the value of punch list items and 100% of the value of other items of incomplete Work. Notwithstanding the foregoing, prior to Substantial Completion retainage shall in no event be less than 5%.

§ 7.1.12 If a Subcontractor has completed its portion of the Work (including all punch list items and delivery of all items required under the Contract Documents to close-out its subcontract) pursuant to any given subcontract, the Construction Manager may request the Owner to disburse the retainage being held by the Owner in respect of such Subcontractor, after delivering to the Owner any necessary consent to such disbursement from the Subcontractor's sureties in a form reasonably satisfactory to the Owner. If the Owner is reasonably satisfied the Subcontractor's Work has been completed in accordance with the Contract Documents and the Owner has received consent of surety and satisfactory final waivers of liens and claims with respect to the Subcontractor's Work, the Owner may disburse said retainage, subject to approval of the Lender. Regardless of whether the Owner has disbursed said retainage on account of any Subcontractor, the period for correction of Work referred to in the General Conditions or the other Contract Documents shall not begin with respect to the portion of the Work performed by such Subcontractor until the date of Substantial Completion of the entire Work.

§ 7.1.13 Except with the Owner's prior written approval (which shall not be granted unless the Lender approves), the Construction Manager shall not make advance payments to Subcontractors or suppliers for materials or equipment which have not been delivered and stored at the site. Payment for materials stored off-site shall be conditioned upon submission by the Construction Manager, and approval by the Owner of (a) a certification by the Construction Manager that it has seen the materials and/or equipment and the materials and/or equipment are labeled as the property of the Owner and segregated (and the Construction Manager shall provide pictures of such materials and/or equipment); (b) appropriate evidence of ownership and title vested in the Owner; (c) appropriate insurance on such materials and/or equipment; and (d) evidence that the materials and/or equipment are stored in a safe and secure location.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment and such documentation has been reviewed and approved by the Owner and its auditors;
- .3 a final Certificate for Payment has been issued by the Architect (if requested by the Owner);
- .4 final waivers and releases of liens and claims from the Construction Manager and all Subcontractors and suppliers who have lien rights in the jurisdiction where the Project is located have been received by the Owner in the forms set forth in Exhibit E; and
- .5 any other conditions to final payment set forth in the Contract Documents have been satisfied by the Construction Manager.

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The Owner's final payment to the Construction Manager shall be made no later than 60 days after fulfillment of all of the conditions to final payment set forth in the Contract Documents, as reasonably determined by the Owner.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either notify the Construction Manager that such accounting is consistent with the Construction Manager's Final Application for Payment or notify the Construction Manager that such accounting is inconsistent with either the auditor's report or the Owner's calculation of amounts properly due to the Construction Manager and the reasons therefor. The time periods stated in this Section supersede those stated in Section 9.4.1 of the General Conditions. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, or if the Owner claims that certain withholdings are appropriate, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of the General Conditions. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Owner's notice referenced in Section 7.2.2. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors or the amount claimed due by the Owner, whichever is less, becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount in the Construction Manager's final Application for Payment that is undisputed by the Owner, provided that the Construction Manager submits to the Owner appropriate waivers and releases of lien as if such payment were a progress payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in Savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

(Paragraphs deleted)

See Exhibit D for insurance requirements. At the written request of the Owner, made concurrently with acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall furnish bonds covering the faithful performance of the Contract and payment of obligations thereunder. Such bonds shall be furnished within the earlier to occur of (a) thirty (30) days after establishment of the Guaranteed Maximum Price or (b) three (3) days prior to commencement of construction work at the site. Each bond shall be in an amount equal to the Guaranteed Maximum Price, or at the election of the Owner, the Construction Manager's Fee and General Conditions portion of the Guaranteed Maximum Price. Such bonds shall be issued by sureties reasonably acceptable to the Owner, and at the request of the Owner shall name the Owner and the Lender as dual obliges. The bonds shall be on forms reasonably acceptable to the Owner. In addition, the Construction Manager shall require each Subcontractor having a subcontract with a value in excess of \$100,000 to furnish payment and performance bonds, each in the amount of such Subcontractor's contract amount, and naming the Construction Manager and the Owner as dual obligees. With the approval of the Owner, the Construction Manager may enroll subcontractors in subcontractor default insurance in lieu of such subcontractors providing payment and performance bonds.

(Table deleted)

ARTICLE 9 DISPUTE RESOLUTION

See General Conditions, Article 15

(Paragraphs deleted)

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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, this Agreement may be terminated pursuant to the provisions of Article 14 of the General Conditions.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the

(Paragraphs deleted)

provisions of Article 14 of the General Conditions shall apply. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment, the Contract may be terminated as provided in Article 14 of the General Conditions.

(Paragraphs deleted)

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in the General Conditions.

§ 11.2 Ownership and Use of Documents

Section 1.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

See Section 13.2 of the General Conditions.

§ 11.5 Other provisions:

§ 11.5.1 The Construction Manager represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of the Agreement and the final completion of the Work:

- .1 that the Construction Manager is, and throughout the performance of the Work shall remain, financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that the Construction Manager is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform his obligations hereunder and has sufficient experience and competence to do so;
- .3 that the Construction Manager is authorized to do business in the jurisdiction where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Construction Manager, the Work and the Project;
- .4 that the execution of this Agreement and performance thereof is within the duly authorized powers

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of the Construction Manager;

.5 as of the date of establishment of the Guaranteed Maximum Price, that a duly authorized representative of the Construction Manager has visited the Project site, is familiar with the local conditions under which the Work is to be performed and has correlated such observations with the requirements of the Contract Documents; and

.6 that the Construction Manager possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size and nature of the Work and will perform the Work with the care, skill and diligence of such a contractor.

The Construction Manager shall promptly furnish the Owner, upon demand at any time, documentation reasonably satisfactory to the Owner to establish or verify the creditworthiness of the Construction Manager.

§ 11.5.2 In no event shall any present or future representative, officer, director, employee, trustee, member, affiliate or agent of the Owner or the Lender have any personal liability, directly or indirectly under this Agreement or in any way relating to the Work or the Project, and recourse shall not be had against any such representative, officer, director, employee, trustee, member, affiliate or agent, under or in connection with same. The Construction Manager hereby waives and releases any and all such personal liability and recourse.

§ 11.5.3 This Agreement has been negotiated and entered into by each party with the advice of independent counsel and shall not be construed against one party or the other based on which party drafted any portion of the Agreement.

§ 11.5.4 The Construction Manager agrees that all Work, services and other activities rendered in connection with the Project prior to the date of this Agreement, if any, are hereby deemed part of the Work under this Agreement and shall be governed hereby. The Construction Manager further represents and warrants to the Owner that (i) all such Work, services and other activities rendered prior to the date of this Agreement were performed in accordance with the requirements of the Contract Documents, and (ii) the Construction Manager is not aware of any claims that the Construction Manager may have in connection with the Project as of the date of this Contract including, without limitation, any claim for an adjustment in compensation, and the Construction Manager hereby waives and forfeits all right to any such claim of which the Construction Manager should have knowledge.

§ 11.5.5 The Contract Documents may be amended to conform to the requirements of the Lender or other public authorities having jurisdiction over the Project not already set forth in the Contract Documents. To the extent that such amendment would have the effect of creating additional responsibilities on the part of the Construction Manager, or give approval rights to third parties, such amendment shall be approved by the Construction Manager before becoming effective, which approval shall not be unreasonably withheld, delayed or conditioned.

§ 11.5.6 The Construction Manager expressly understands and agrees that any fines levied on the Construction Manager for traffic violations, OSHA violations or other violations of applicable laws are to be borne by the Construction Manager and shall not constitute an adjustment or change to the Guaranteed Maximum Price. The Construction Manager further agrees that in the event any fines are levied against the Owner or other for traffic violations, OSHA violations or other violations of applicable laws for acts or omissions attributable to the Construction Manager, the Owner shall have the right to offset such amounts from payments otherwise due to the Construction Manager; if no such payments are due, the Construction Manager shall pay such amounts to the Owner on demand.

§ 11.5.7 The Construction Manager acknowledges that the Owner is a publicly held company and as such is required to make certain filings with the Securities and Exchange Commission. Such filings may include this Contract and any Modifications hereto, and by execution of this Agreement, the Construction Manager agrees to the filing of this Contract and any Modifications in full without redactions.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

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- .1 AIA Document A133—2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified
- .2 Other documents, all of which are incorporated by reference herein:

Exhibit A	Scope of Work
Exhibit B	AIA A201, 2007 version, as modified
Exhibit C	Compensation (including Control Budget, Construction Manager's Fee, General Conditions Costs and list of General Conditions Costs items, Self-Perform Rates)
Exhibit D	Insurance and Bonds
Exhibit E	Forms of Waivers of Liens and Claims
Exhibit F	Other Documents
Exhibit G	Key Personnel/Hourly Rates
Exhibit H	Construction Milestones/Schedule

This Agreement is entered into as of the day and year first written above.

/s/ David Zaccardelli

OWNER: UNITED THERAPEUTICS CORPORATION

(Signature)

(Row deleted)

David Zaccardelli

EVP Pharmaceutical Development and Operations

(Printed name and title)

/s/ Mike Ford

**CONSTRUCTION MANAGER: DPR CONSTRUCTION, A
GENERAL PARTNERSHIP** *(Signature)*

Mike Ford

P.E. Executive Vice President

(Printed name and title)

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EXHIBIT A

Scope of Work

[This exhibit has been superseded by Exhibit A to Amendment No. 1]

EXHIBIT B

AIA A201, 2007 version, as modified



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Construction services in connection with the Phase II expansion of the Owner's Administration/Laboratory/Manufacturing facility located in Research Triangle Park, NC, to include a GMP warehouse and manufacturing area, a day care facility and office space, and converting a portion of the existing facility, as more fully described on Exhibit A attached to the Agreement.

THE OWNER:

(Name, legal status and address)

United Therapeutics Corporation
1040 Spring Street
Silver Spring, MD 20910

THE ARCHITECT:

(Name, legal status and address)

CRB- Consulting Engineering, Inc.
1255 Crescent Green, Suite 350
Cary, NC 27518

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, all Exhibits to the Agreement (including these General Conditions) and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. All capitalized terms used herein are either defined herein or in the Agreement. The Contractor acknowledges that prior to establishment of the Contract Sum, it has had an opportunity to make numerous visits to the site and to consult with the Owner, the Architect and the Owner's Representative to obtain any clarifications necessary to establish the Contract Sum. The Contractor warrants that, as of the date of establishment of the Contract Sum, it has reviewed the Contract Documents, they are sufficient, and Contractor has obtained any clarifications necessary to prosecute the Work.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 KNOWLEDGE; REASONABLY INFERABLE

The terms "knowledge," "recognize," "observe" and "discover," their respective derivatives and similar terms, as used in the Contract Documents referring to the Contractor, shall be interpreted to mean what the Contractor knows, recognizes, observes and discovers in exercising the care, skill and diligence required by the Contract Documents. The expression "reasonably inferable" shall be interpreted to mean reasonably inferable by a national, large experienced contractor familiar with the Project, engaged during the preconstruction phase of a project and exercising the care, skill and diligence required by the Contract Documents.

§ 1.1.9 INTERPRETATION

All personal pronouns used in the Contract, whether used in the masculine, feminine or neuter gender, shall include

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all other genders; and the singular shall include the plural and vice versa. Titles of Articles, Sections and subsections are for convenience only, and neither limit nor amplify the provisions of the Contract in itself. The use herein of the word “including,” when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as “without limitation,” or “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. In general, the Drawings shall be considered as establishing location, quantity and relationship of materials and the Specifications shall be considered as defining type and quality of materials and workmanship requirements. The requirements for the greatest quantity and the highest quality to be interpreted from those documents shall govern unless otherwise directed or clarified by the Owner.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. If the Agreement is a guaranteed maximum price type contract, the term “Contract Sum” shall mean the Guaranteed Maximum Price (as defined in the Agreement) and any reference herein to costs to be borne by the Contractor (or Work to be carried out at the Contractor’s expense) shall be reimbursable to the Contractor as a Cost of the Work to the extent permitted by the provisions of the Agreement (and not excluded pursuant to the provisions of the Agreement).

§ 1.2.4 The Contractor shall not commence the Work, or thereafter perform any changes in the Work, without prior written instructions from the Owner or the Owner’s Representative. Drawings are, in general, drawn to scale, and are of necessity diagrammatic; symbols are used to indicate materials and structural, mechanical and electrical control requirements. The Contractor acknowledges that it is not possible to indicate all connections, fittings, fastenings, etc. which are required to be furnished for the proper execution of the Work and which are reasonably inferred from the Drawings. Any connections, fittings, fastenings, etc. required to be furnished for the proper execution of the Work and which are reasonably inferred shall be provided by the Contractor at no additional cost using industry standards and good construction practice as a basis for making such inference. In addition, all Work and services performed by the Contractor shall be performed in accordance with all federal, state and local laws, ordinances, orders, rules, codes and regulations bearing on the performance of the Work (collectively, “Applicable Laws”).

§ 1.2.5 It is Contractor’s responsibility to request from the Architect any and all required clarifications of all questions which may have arisen or may arise as to intent of the Contract Documents. The Architect shall issue clarifications to the Contractor only after written approval thereof by the Owner. Should the Contractor have failed to request such clarification, in accordance with the standards described Section 3.2 below, then the Owner or Architect (after consultation with the Owner) shall direct that the Work proceed by any method indicated, specified or required by the Contract Documents in the interest of maintaining the best construction practice, and such direction by the Owner or Architect shall not constitute the basis for a claim for extra costs by the Contractor. Notwithstanding the foregoing, even if the Contractor fails to request a clarification in a timely manner, and the issue involves an omission of an item in the Contract Documents, the Contractor shall not be responsible for the costs associated with providing such item (unless such item or assembly is required for the proper performance of the building system or component of which it is a part), but will be responsible for the incremental costs incurred as a result of the delay in reporting such omission.

§ 1.2.6 The Contractor shall verify all dimensions prior to execution of any particular phase of the Work. Whenever inaccuracies or discrepancies are found, the Contractor shall consult the Architect prior to any construction or demolition. Should any dimensions be missing, the Architect will be consulted and, after consultation with the Owner, will supply such dimensions prior to execution of the Work. Dimensions for items to be fitted into constructed conditions at the site will be taken at the site. Whenever a stock size manufactured item or piece of equipment is

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specified by its nominal size, the actual space requirements for setting or entrance to the setting space shall be determined by the Contractor and communicated in writing to the Architect prior to construction thereof. No extra costs will be allowed by reason of Work requiring adjustments in order to accommodate the particular item of equipment.

§ 1.2.7 The Contractor shall follow the reference standards and reference specifications indicated in the Contract Documents. The applicable reference standard or reference specification shall be the most recent issue thereof as of the date of the Specification or Drawing in which such reference standard or reference specification is indicated, prior to the establishment of the Contract Sum, unless another issue is specifically indicated in such specification or drawing. Upon request, the Contractor shall make available at the Contractor's main office or at the site copies of all applicable reference standards and reference specifications for use by the Architect and the Owner.

§ 1.2.8 The Contractor represents and warrants that all of the design elements in the Project that are or will be designed by, under or through the Contractor, are either (i) in the public domain and not subject to a copyright or other intellectual property claim by another person or entity; (ii) the Contractor's independent creation; or (iii) fully within the scope of an applicable license procured by the Contractor, which shall remain in full force and effect until expiration of the statute of limitation or statute of repose applicable to the owner of the intellectual property, whichever is later, notwithstanding expiration or termination of the Contract. If the Contractor's representation and warranty proves false or inaccurate in any material manner, the Contractor shall defend, indemnify and hold harmless the Owner, any successor-in-interest to the Owner and any successor in title from any loss or expense (including attorneys' fees and other court costs) resulting therefrom. This indemnification shall be in addition to all other remedies afforded the Owner under the Contract Documents, by law or in equity and shall survive termination or expiration of the Contract.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are specifically defined herein or in the Agreement or other Contract Documents..

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except to the extent otherwise provided in the contract between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's, Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner has designated Avi Halpert as its Designated Representative, who

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shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Not used.

§ 2.2.2 The Owner shall secure and pay for the full building permit. The Contractor shall secure and pay for all other necessary permits and fees required by Applicable Laws, including all temporary and final certificates of occupancy.

§ 2.2.3 The Owner shall not furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, but shall furnish to the Contractor a legal description of the site.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness to avoid delay in the orderly progress of the Work.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor four (4) full size and one (1) half size sets of Drawings and one copy of the Project Manual, which contains the Specifications. It shall be the Contractor's responsibility to provide as many additional copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents in any material respect, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's rights under the Contract Documents.

§ 2.3.2 If, after consultation with the Architect, suspension of the Work is warranted by reason of unforeseen conditions not the fault of the Contractor that may adversely affect the Work if the Work were continued, the Owner may suspend the Work by written notice to the Contractor. In such event, the Contract Time and Contract Sum shall be adjusted to the extent permitted by Section 8.3. If the Contractor, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen conditions not the fault of the Contractor that may adversely affect the quality of the Work if the Work were continued, the Contractor shall immediately provide written notice to the Owner and Architect of such belief.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, and without further notice, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and other consultants' additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner on demand.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

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authority to bind the Contractor with respect to all matters under this Contract and such representative shall be available at all reasonable times to make decisions on behalf of the Contractor. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents and Applicable Laws either by activities or duties of the Owner or the Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited and examined the site, become generally familiar with local conditions under which the Work is to be performed (including, but not limited to the location, condition, layout and nature of the Project site and surrounding areas, generally prevailing climactic conditions, anticipated labor supply and costs, availability and cost of materials, tools and equipment and other similar matters) and correlated personal observations with requirements of the Contract Documents. The Contractor hereby specifically acknowledges and declares that the Drawings, the Specifications, and all Addenda, are sufficient to enable the Contractor to perform the Work in accordance with Applicable Laws and otherwise fulfill its obligations under the Contract Documents. The Contractor represents that it has carefully examined all Contract Documents and acknowledges that the Contractor shall not be entitled to an extension of the Contract Time or an adjustment in the Contract Sum to the extent the Contract Documents contain errors, omissions or inconsistencies of which the Contractor had knowledge (or which the Contractor should have had knowledge had the Contractor diligently and carefully reviewed the Contract Documents) and failed to report such errors, omissions or inconsistencies to the Owner and the Architect prior to establishment of the Contract Sum.

§ 3.2.2 It is recognized that the Contractor's review of the Contract Documents as required in Sections 1.1.1 and 3.2.1 is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered (or which should have been discovered had the Contractor diligently reviewed the Contract Documents) by or made known to the Contractor as a request for information in such form as the Architect or the Owner may require. Additionally, the Contractor shall inform itself (through independent research or by written request to the Owner) as to the applicable zoning, set back or other location requirements applicable to the Work as well as restrictions imposed by agreements with adjacent landowners or governmental agencies prior to the performance of the Work, and shall not violate such requirements during the performance of the Work. The Contractor shall advise the Owner and the Architect of any changes in applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities bearing on the Contract Documents of which it becomes aware. The provisions of Section 3.7.3 shall be applicable in the event the Contractor fails to so notify the Owner and the Architect.

§ 3.2.4 If the Contractor believes that it is entitled to an adjustment in the Contract Time and/or Contract Sum because of clarifications or instructions the Owner or the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall notify the Owner in writing prior to acting on such clarifications or instructions, and shall obtain the Owner's consent to such action. In the event the Owner approves in writing such action, the Contractor shall be entitled to make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 1.1.1, 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations in a timely manner. If the Contractor performs those obligations in a timely manner, the Contractor shall not be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures. The Contractor shall be responsible for and shall supervise, coordinate and direct the Work performed by Subcontractors and suppliers. The Contractor shall be solely responsible for laying out the Work.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. All obligations of the Contractor under the Contract Documents shall apply equally to each Subcontractor, Sub-subcontractor, manufacturer, supplier or vendor of every tier as respects its particular scope of Work.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Should the progress or conditions of the Work require Work to be performed after regular hours, or should the Contractor elect to perform Work after regular working hours, in the absence of an acceleration of the Contractor's schedule specifically directed by Owner due to reasons other than the fault of the Contractor, the additional cost of performing such Work shall be borne by the Contractor.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Materials and equipment specified by the name or names of one or more manufacturers shall be used to establish the Contract Sum. However, the Owner and the Architect (if directed by the Owner) will consider a formal request for the substitution of materials or equipment in place of those specified in the Contract Documents only in accordance with the conditions set forth herein and in the Specifications. Upon the Architect's review and recommendation, these substitutions will be submitted to the Owner for its written approval. No request for substitution for materials or equipment that has been specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor may be made by the Contractor, unless the proposed substitute for the named item is of like or better type, function, quality and design as the named item and the Contractor follows the procedures for approval of substitutions. The procedure for review and approval of substitutions by the Architect and the Owner is as follows:

.1 The Contractor may offer as substitutions, materials and items of equipment of manufacturers other than those specified by submitting an itemized cost breakdown of the impact of such substitutions on the Contract Sum and a Project Schedule update showing any impact on the current scheduled date of Substantial Completion of the Work. Proposed substitutions must be accompanied by full descriptive and technical data.

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.2 Requests for review of substitute items of materials and equipment will not be accepted by the Architect or the Owner from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Architect and the Owner for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the specified design, be similar and of equal substance to that specified and be suited to the same use capable of performing the same function as that specified. The application must state whether or not acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified in the Contract Documents shall be identified in the application and available maintenance, repair and replacement service must be included. The application must also contain an itemized statement of the cost and schedule impact that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of separate contractors and Subcontractors affected by the resulting change, all of which shall be considered by the Architect and the Owner in evaluating the proposed substitute. The Architect and the Owner may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitute.

.3 The Owner and the Architect will be the sole judges of acceptability of a substitute, and no substitute will be ordered or installed without the Owner's prior written acceptance. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other collateral with respect to any substitute.

.4 By making a request for substitution, the Contractor shall, in the application:

- a) represent that it or its Subcontractor(s) has personally investigated the proposed substitute and has determined that it is equal or superior in all respects to that specified in the Contract Documents;
- b) represent that the Contractor will provide the same warranty for the substitution as it is required by the Contract Documents to provide for the substituted item;
- c) certify that the cost and schedule data presented is complete and correct and includes all related direct and indirect costs and schedule adjustments, if any, under the Contract Documents (but excludes the Architect's redesign costs), and waive all claims for additional costs and schedule adjustments related to the substitution which subsequently become apparent; and
- d) agree to coordinate the installation of the accepted substitute with other portions of the Work or the work of the Owner and/or separate contractors, making such changes as may be required for the Work to be complete in all respects.

.5. All of the Architect's redesign costs incurred by reason of an approved substitution shall be deducted from the Contract Sum and paid by the Owner to the Architect. Value engineering credits against the Contract Sum shall be net of additional Architect's fees and costs in connection therewith.

§ 3.4.5 Not later than thirty (30) days from the execution of the Guaranteed Maximum Price Amendment, and prior to commencement of the construction portion of the Work (unless a longer period is agreed to by the Owner in writing), Contractor shall provide the Owner and Architect, as the Owner may direct, with a list of the names of the manufacturers providing products under each section of the Specifications, and the names of the installer where applicable. The Owner will reply in writing within ten (10) business days after receipt of such names to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposed manufacturer or installer. If adequate data on any proposed manufacturer or installer is not available, the Owner may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer or installer shall not constitute a waiver of any of the requirements of the Contract Documents.

§ 3.4.6 Copies of Material Safety Data Sheets (MSDS) for all applicable materials and equipment shall be kept on site and current in accordance with Applicable Laws (including OSHA regulations) and will be provided to the Owner as part of the operation and maintenance manuals.

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§ 3.4.7 The Work shall be coordinated, scheduled, staged and otherwise performed in a manner so as to prevent water infiltration and/or water damage.

§ 3.5 WARRANTIES

§ 3.5.1 The Contractor warrants to the Owner and Architect that Work furnished and/or performed under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will strictly conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage, provided, however that modifications, extensions, attachments to, completion of, or repair to systems in the Work by others shall not void the Contractor's warranty with respect to the original Work so long as the same are performed in accordance with the original design and installation standards. If required by the Owner or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Contractor agrees to assign to the Owner or the Owner's designee, on an exclusive or non-exclusive basis, in whole or in part, at the time of Substantial Completion of the Work, any and all manufacturers' warranties relating to materials and labor used in the Work. Assignment of such warranties shall not relieve the Contractor of its obligations under the Contract Documents. In connection therewith, the Contractor further agrees to perform the Work in such manner consistent with and so as to preserve any and all manufacturers' warranties. All manufacturers' warranties shall be endorsed to provide that the warranty shall recommence and be reinstated in full in connection with, and on completion of, any corrective work required in connection with any item covered by such warranty; provided, however, that the total warranty period shall not extend beyond the original warranty period plus six (6) months. Such corrective work shall be completed in accordance with the requirements of any and all applicable manufacturers' warranties.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when the Contract Sum is established, whether or not yet effective or merely scheduled to go into effect. To the extent the Contractor is required to pay sales, consumer, use and similar taxes (other than taxes on the income of the Contractor or its subcontractors) that were not legally enacted as of the date of establishment of the Contract Sum (whether or not yet effective or merely scheduled to go into effect), the Contractor shall be entitled to an increase in the Contract Sum equal to the amount of such additional taxes (without markup for overhead or profit). To the extent the Owner notifies the Contractor that certain tax exemptions are available to the Owner, the Contractor shall take such steps as are necessary for such tax exemptions to be available. If the Contractor fails to take such steps and taxes are due, such taxes shall not be paid as Cost of the Work or pursuant to Change Order, but shall be borne by the Contractor.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 See Section 2.2.2..

§ 3.7.2 The Contractor shall comply with and give notices required by Applicable Laws.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to Applicable Laws or laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities relating to the Contract Documents, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** Subject to fulfillment by the Contractor of the requirements of the Contract regarding examination of the site prior to establishment of the Contract Sum, if the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an

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increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Architect and the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination or recommendation, the Contractor may proceed as provided in Article 15. No adjustment shall be made for any condition if notice is not given within 5 days of the date the Contractor discovered the concealed or unknown condition.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents or other information furnished by the Owner, such event shall be deemed a concealed or unknown condition under the provisions of Section 3.7.4. In addition, the Contractor shall immediately suspend its operations (but only to the extent directly related to the condition) unless directed otherwise in writing by the Owner. The Owner shall promptly take any action necessary to obtain whatever governmental authorization is required to resume the suspended operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect the condition

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor and the Owner may agree to include in the Contract Sum certain allowances.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) there shall be no adjustment to profit or overhead on account of increases or decreases in the amount of allowances.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. The Contractor shall not commence any Work involving allowances until (1) the Owner is furnished with all pricing and other data applicable to the allowance; and (2) the Owner authorizes such items and expenditures in writing.

§ 3.9 SUPERINTENDENT; PROJECT EXECUTIVE; PROJECT MANAGER

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Project Executive and Project Manager listed in Exhibit G to the Agreement shall represent the Contractor, and communications given to the Project Executive or Project Manager shall be as binding as if given to the Contractor.

(Paragraphs deleted)

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Project Schedule is attached to the Agreement as an Exhibit. The Project Schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. No revision of the Project Schedule shall be effective unless agreed to in writing by the Owner and the Contractor. The Project Schedule shall be updated monthly and included with the Contractor's Application for Payment for review and approval by the Owner. If the Project Schedule is not updated monthly, the Owner, in its sole discretion, may delay payment of Contractor's Application for Payment until a revised Project Schedule is provided. The Project Schedule shall contain the dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents. The date(s) of Substantial Completion of the Work (or portions thereof if the Agreement contemplates phases of Work) in each revision to the Project Schedule shall be consistent with the date(s) of Substantial Completion, or the total number of days from commencement until Substantial Completion, set forth in the body of the Agreement, as said date(s) may be extended pursuant to the provisions of the Contract Documents. In addition to the Project Schedule updates described herein, the Owner may also require the Contractor to provide

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throughout the course of the Project two-week “look ahead” schedules in detail which is reasonably acceptable to the Owner.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent Project Schedule submitted by the Contractor and approved in writing by the Owner. Approval by the Owner of the Project Schedule is for the purpose of confirming that the entire Work can be substantially completed by the Substantial Completion Date set forth therein, and shall not relieve the Contractor of its responsibility for means and methods of performing the Work.

§ 3.10.4 If the Owner determines through reasonable evidence that the critical path of the Work is behind schedule, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and/or facilities, or (iii) other similar measures (collectively “Extraordinary Measures”). The determination of whether the critical path of the Work is behind schedule shall take into account any extensions of time to which the Contractor is entitled under the Contract Documents. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures, except to the extent they are required due to no fault of the Contractor, in which case Extraordinary Measures shall be reimbursed pursuant to Change Order.

§ 3.10.5 The Contractor shall prepare a monthly summary report in a form and of sufficient detail and character as approved by the Owner. The report shall specify whether the Project is on schedule and, if not, the reason(s) therefor and the steps to be undertaken to bring the Project back to the original schedule. IN addition, the Contractor shall also prepare and submit the following:

.1 The Contractor shall also prepare a report not later than thirty (30) days after execution of the Guaranteed Maximum Price Amendment that shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators to be permanently incorporated into the Work, time required for fabrication and the scheduled delivery dates for each item. As soon as available, copies of purchase orders shall be furnished to the Owner.

.2 If requested by the Owner, the Contractor shall prepare a weekly report in a form and of sufficient detail and character as approved by the Owner. Accompanying the report shall be an updated current Project Schedule, and a listing and status of all change requests, bulletins, modifications, etc.

.3 The Contractor shall prepare such additional reports as the Lender may reasonably request. The Contractor shall hold weekly progress meetings at the site, or at such other time and frequency as are acceptable to the Owner. Progress of the Work shall be reported in detail with reference to the Project Schedule. Each interested Subcontractor shall be represented at such meetings by a competent representative to report on the status and condition of its Work and to receive information.

.4 The Contractor shall prepare and submit a Critical Path Method (“CPM”) network schedule (the “CPM Schedule”) to the Owner as part of the Guaranteed Maximum Price proposal. At all times the CPM Schedule shall be consistent with the most recent Project Schedule approved in writing by the Owner and the Contractor. With the Owner’s approval, the CPM Schedule may be used in lieu of the Project Schedule. The CPM Schedule shall contain starting and completion dates for all phases of the Work including, but not limited to, major work items by floor level, shop drawing submittal and approval dates, roughing-in dates, and equipment and material delivery dates. The CPM Schedule shall be reviewed at the weekly construction meetings to be held at the site. Notwithstanding the foregoing, Owner reserves the right to require Contractor to update the CPM Schedule as often as the Owner deems reasonably necessary. A copy of the CPM Schedule shall be maintained at all times on the site, and revised and updated copies shall be provided to the Owner, if required. The CPM Schedule and revisions thereof prepared by the

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Contractor shall be furnished to the Owner and the Architect for informational purposes only. Any revisions to the CPM Schedule shall be accompanied by a written explanation of the reasons for such revisions. Failure of the Contractor to deliver an initial CPM Schedule within the time specified above or to deliver timely updates of such CPM Schedule upon request of the Owner, as provided above, shall entitle the Owner to withhold progress payments for the Work completed until such time as the revised CPM Schedule is delivered to the Owner.

§ 3.10.6 The following are requirements for preparation and revision of the CPM Schedule:

- .1** The CPM Schedule shall contain a level of detail and identification of individual trades acceptable to Owner and shall include milestones agreed to by the Owner and the Contractor (individually, a “Milestone” and collectively “Milestones”).
- .2** If after approval of the initial CPM Schedule the Contractor desires to change its plan of construction, it shall submit the requested revisions to the Owner for written approval.
- .3** When the Owner orders changes to the Work that have the potential to impact the scheduled date(s) of Substantial Completion, the Contractor shall prepare a revision to the latest approved CPM Schedule accepted by the Owner for the Owner’s review. Change order logic will affect only those activities and performance dates directly concerned with such changes. Adjustments in the scheduled date(s) of Substantial Completion proposed by the Contractor due to changes in the Work will be considered only to the extent that such changes impact actual Substantial Completion as indicated in the latest edition of the CPM Schedule prior to such change being proposed.
- .4** All requests for adjustment to the scheduled date(s) of Substantial Completion due to changes in the Work must accompany the change proposal.
- .5** If any CPM Schedule (or any schedule prepared by the Owner’s consultant referred to in Section 3.10.7) demonstrates, in the Owner’s reasonable opinion, that the Contractor is anticipated to miss a scheduled Milestone by more than fourteen (14) days due to events within the Contractor’s control, the Contractor shall accelerate the Work at the Owner’s direction until such time as it is apparent, in the Owner’s reasonable opinion, that the next Milestone will be achieved in accordance with the most recent CPM Schedule approved in writing by the Owner.
- .6** Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities in the network analysis. Float or slack time is not for the exclusive use or benefit of either the Contractor or the Owner. The Contractor acknowledges and agrees that actual delays affecting paths of activities will not entitle the Contractor to a time extension so long as such delays do not affect the total time for construction as defined by the critical path.

§ 3.10.7 The Owner may engage a consultant to prepare and update, on a monthly basis, a schedule and cost monitoring procedure for its own purposes. The Contractor shall cooperate with the Owner’s consultants in providing additional data and information necessary for updating the Owner’s schedule and cost monitoring system on a monthly basis or as may be required by the condition of the Work.

§ 3.10.8 In the event that the Contractor on its own initiative accelerates or otherwise changes the sequence or duration of any of the construction activities from such sequences or durations as indicated in the Project Schedule approved in writing by the Owner at the commencement of the Work, the Owner, unless agreed in writing otherwise, will not be liable for any claims for any direct or indirect costs, delays or extensions of time that may result from such actions by the Contractor. The Owner shall not pay any costs of acceleration unless the Owner agrees in writing in advance.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one complete copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate changes, revisions and additions thereto approved by the Owner, as required, and selections made during construction (“Redline Record Drawings”), and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. Redline Record Drawings shall include all architectural a structural changes, plumbing, heating, ventilating, air conditioning and electrical changes; changes to grades, utilities, and work covered by Change Orders and

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Construction Change Directives. If any Work is performed otherwise than as shown in the Drawings and Specifications referenced in the Agreement, the Contractor shall clearly indicate on such Drawings and/or Specifications the Work as performed. The Redline Record Drawings and the other documents referred to herein shall be available to the Owner and the Architect and shall be delivered to the Owner as provided in Section 9.8. Applications for Payment shall not be processed by the Owner until it is satisfied that the Redline Record Drawings are being satisfactorily maintained and updated. The Contractor acknowledges and recognizes the Owner's need to have a current and accurate set of Redline Record Drawings available at all times. If such Redline Record Drawings are not legible, the Construction Manager shall be required to modify them prior to final payment.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals (collectively, "Submittals") are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational Submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action. All Submittals shall (i) comply with performance specifications and other criteria established by the Contract Documents; (ii) comply with all Applicable Laws; and (iii) permit the Work, when completed, to perform as intended by the Contract Documents. Submittals shall be modified and resubmitted at no cost to the Owner to the extent necessary to obtain any permits or approvals or to the extent required to comply with any requirement of the Contract Documents.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit in writing to the Architect Submittals required by the Contract Documents in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By making Submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Submittals until the respective Submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved Submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect and the Owner have given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's or Owner's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Architect on previous Submittals. In the absence of such written notice, the Architect's or Owner's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications and Submittals prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect and the Owner will review, approve or take other appropriate action on Submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by Applicable Laws, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment which are to be used directly in the performance of the Work shall be brought to and stored on the site by the Contractor. Materials or equipment no longer required for the Work shall be promptly removed from the site. Protection of materials and equipment stored at the site from weather, theft, damage or all other adversity is solely the responsibility of the Contractor.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor shall not cut or alter any completed or installed portion of the Work without the prior written approval of the Owner. Any request by the Contractor for such approval shall be in the form of a Submittal. The Submittal shall show the nature and extent of the cutting or alteration to be performed and the method of restoration of the cut or altered work so that the finished Work will comply in all respects with the Contract Documents. Such Submittal shall be accompanied by sufficient information to enable the Owner and the Architect to determine if the proposed cutting or alteration (a) is necessary, (b) will not adversely affect the structural integrity or moisture resistance or watertight integrity of any element of the Project, (c) will not require modification of the Contract Documents or change in other items of the Work, (d) will not result in a cost disadvantage to the Owner, (e) will be protected by guarantees and warranties at least as stringent as those required in the Contract Documents for the Work affected and (f) will be in conformity with the intent of the Contract Documents.

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§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for replacing any damaged or broken glass at completion of the Work. After broken glass has been replaced, the Contractor shall remove all labels and wash and polish both sides of all glass.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located for review of the Work as well as other activities of the Owner, including marketing and other visitation. All visitors to the site (other than representatives of the Owner and the Architect) may be required to sign a waiver and release on terms reasonably acceptable to the Owner and the Contractor. The Contractor shall provide reasonable accommodations and safe facilities for such access and for observation at the site, at the place of manufacture or elsewhere.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner Indemnitees (defined in Section 3.18.1) harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect and the Owner.

§ 3.18 INDEMNIFICATION

§ 3.18.1 Contractor hereby agrees, to the fullest extent permitted by law, to defend, with counsel reasonably acceptable to Owner (except to the extent the Owner or the Contractor is not given the opportunity to review counsel by the insurance company assuming such defense), indemnify and hold harmless Owner, the Architect, the Owner's Lender, and their respective owners, partners, members, managers, shareholders, affiliates, officers, directors, employees, trustees, agents, successors and assigns (each, an "Owner Indemnitee" and collectively, "Owner Indemnitees") from and against any and all claims, damages, liabilities, losses, costs, expenses, proceedings (including any brought in or before any court administrative body, arbitration panel or other tribunal), fines, penalties and expenses (including attorneys' fees and disbursements), causes of action or the like (including claims relating to bodily injury (including mental injury or death), personal injury (including violation of civil rights, defamation, wrongful arrest and invasion of privacy), property damage (including loss of use or value) or theft, or damage to the environment, in each case in any way deriving from a claim made by a third party (including any governmental or quasi-governmental party) against any Owner Indemnitee arising from or out of, or in connection with, or relating to (or alleged to arise from or out of, or in connection with, or to relate to) directly or indirectly, in whole or in part (i) the negligent acts or omissions of Contractor, its agents, subcontractors or suppliers or their respective owners, partners, members, managers, shareholders, affiliates, officers, directors, employees, trustees or agents (each, a "Contractor Party" and collectively, "Contractor Parties") (ii) the Work, or any other work in or around the Site, except to the extent caused by or contributed to by such Owner Indemnitee; (iii) the breach of any covenant to be performed by Contractor hereunder (and, without limiting the foregoing, Contractor shall be liable to the Owner Indemnitees for any costs and expenses, including attorneys' fees and expenses, incurred by any Owner Indemnitee in the enforcement of its rights under this Agreement, including a demand for indemnification hereunder) and (iv) a misrepresentation made by the Contractor hereunder. This indemnity shall survive the expiration or termination of the Contract. The waiver of consequential damages set forth in Section 15.1.6 shall not apply to the indemnification obligations of the Contractor hereunder.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

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compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 Contractor intends that the Owner Indemnitees (other than Owner) shall be third-party beneficiaries of this Agreement.

§ 3.18.4 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Architect the Architect's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, construction change directives, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them, to the extent such giving or failure to give is the cause of the injury or damage.

§ 3.18.5 Regarding the liabilities and indemnities of the Contractor set forth in Section 3.18.1 above, to the extent any Claim contains an allegation that the Contractor Parties are responsible, the Contractor shall defend such Claim until such time as a final judgment is entered. To the extent such final judgment holds that an Owner Indemnitee was responsible, the Contractor shall be entitled to recover from the Owner a proportionate amount of reasonable costs it incurred on account of its indemnification and defense of such Owner Indemnitee (based on the relative share of responsibility of the Contractor Parties and the Owner Indemnities), but only to the extent not covered and/or paid by applicable insurance. Nothing contained in this Section 3.18 shall be construed as an agreement to indemnify anyone for their own negligence, but the obligation to defend shall continue until the comparative responsibility for the Claim has been finally adjudicated in a court of law.

§ 3.19 CONTRACTOR'S WORK FORCE

§ 3.19.1 The Contractor shall maintain at all times a sufficient work force to carry out its obligations in full in an efficient and timely manner. The Contractor shall employ only competent, skilled workmen who will work in harmony with other workmen.

§ 3.19.2 The Contractor shall not employ any labor or allocate any portions of the Work to any trade if such employment or allocation may tend to cause strikes, work stoppages, delays, suspension of the Work or other interference with the smooth progress of the Work.

§ 3.19.3 If the Work is to be performed by trade unions, the Contractor shall reconcile, without delay, damage or cost to the Owner and without recourse to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

§ 3.19.4 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulations, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.20 SIGNS

No sign, sign trademark or other advertisement shall be displayed on or about the site without the prior written consent of the Owner, which shall be granted or withheld in the sole discretion of the Owner. If Owner consents to the hanging of any signs at the site, the Owner will designate an appropriate area for such signs. Notwithstanding the foregoing, under no circumstances will the Contractor or any of its Subcontractors be permitted to hang or erect a sign on the building structure. At the Owner's sole direction and discretion, the Contractor and/or its Subcontractors shall remove any signs from the site.

§ 3.21 CONFIDENTIALITY

§ 3.21.1 Other than the Contractor's disclosure to its lenders and bonding companies of the terms and conditions of the Contract and the value of the Work in process from time to time, the Contractor shall not, without the prior written consent of the Owner, disclose or make available to any person or entity, or use, directly or indirectly, except for the performance and implementation of the Work, any "Confidential Information" provided by the Owner, the Architect or others in connection with the performance of this Contract.

§ 3.21.2 As used herein, the term "Confidential Information" shall mean any information, written or oral, concerning the Project, relating to or consisting of processes, techniques, procedures, designs, drawings, plans, diagrams,

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specifications, computer programs, systems, know-how, trade secrets and other technical data, project information, policies and contracts, including the Contract. The provisions of this Section shall not apply to information which: (1) is in the public domain on an unrestricted basis or otherwise other than as a result of a breach of the obligations of this Section; (2) is independently known to the receiving party the time of receipt through no unlawful act; (3) is disclosed by the receiving party with the prior written approval of the Owner; or (4) becomes known to the receiving Party from a source other than the Owner or those within its control and such source legally is entitled to have and to disclose such information without restriction

§ 3.21.3 Contractor further agrees that it shall not make any announcements or release any information or photographs concerning this Contract or the Project or any part thereof to any member of the public or press or any official body, unless prior written consent is obtained from the Owner, which consent shall not be withheld unreasonably.

§ 3.21.4 Contractor shall take all steps which may be necessary or appropriate in order that its employees and all Subcontractors and suppliers of every tier adhere to the provisions of this Section. Appropriate clauses to carry out the purpose and intent hereof shall be included in all subcontracts, purchase orders and other contracts entered into by the Contractor relating to the Work.

§ 3.22 SURVEYS, LINES AND LEVELS

Contractor shall establish all lines, grades, benchmarks and other information required for all of the Work executed under the Contract Documents. All grades, lines, benchmarks and other information shown on Drawings are believed to be correct but the Contractor shall verify them at the site and notify the Architect in writing of any discrepancies found before proceeding with the Work.

§ 3.23 FOSSILS, ANTIQUITIES, ETC.

All fossils, coins, articles of value or antiquity and structures or other remains or things of geological or archeological interest discovered on the site shall be considered the property of the Owner and the Contractor shall not be entitled to retain them or any additional compensation on account thereof. The Contractor shall take reasonable precautions to prevent its workers or any other persons from removing or damaging any such items and shall, upon discovery of such items, notify the Owner thereof not more than twenty-four (24) hours after discovery, and shall carry out the Owners instructions concerning the method of disposal or transfer of such items.

§ 3.24 INTERFERENCE WITH ADJOINING PROPERTIES

§ 3.24.1 All operations necessary for the execution of the Work shall be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Owner or of any other person. The Contractor shall hold harmless and indemnify the Owner Indemnitees in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefor.

§ 3.24.2 The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the Contractor or any of its Subcontractors and suppliers and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as may arise from the moving of equipment and materials from and to the site shall be limited, as reasonably possible, so that no damage or injury may be occasioned to such highways and bridges. The Contractor shall hold harmless and indemnify the Owner Indemnitees in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefor.

(Paragraphs deleted)

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.

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§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect and the Owner (acting through the Owner's Representative to the extent set forth in the Agreement) will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date of final completion of the Work and thereafter as agreed between the Owner and the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The activities of the Owner in the administration of the Contract shall not extend to the provision of professional design services.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with the Owner's consultants (other than the Architect) shall be through the Owner. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 The Owner shall determine from time to time if the Architect will review and certify the Contractor's Applications for Payment. If such certificates are issued by the Architect, they are advisory only and not binding on the Owner.

§ 4.2.6 The Architect may recommend to the Owner the rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner that inspection or testing of the Work be performed in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither the recommendations of the Architect nor a decision made by the Owner in good faith either to accept or reject such recommendations shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's Submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner may also review and approve Submittals at its election on a case-by-case basis. The Architect's and Owner's action will be taken in accordance with the submittal schedule referenced in Section 3.10.2. If there is no submittal schedule, or a particular Submittal is not on the submittal schedule, the Architect shall review such Submittal within 14 days of receipt unless otherwise agreed by the Owner and the Contractor. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's or Owner's review of the Contractor's Submittals shall not relieve the Contractor of the obligations under

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Sections 3.3, 3.5 and 3.12. The Architect's or Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's or Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will assist the Contractor in the preparation of Change Orders and Construction Change Directives, and may recommend minor changes in the Work as provided in Section 7.4. The Architect will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect and the Owner will conduct inspections to determine the date or dates of Substantial Completion of the Work and the date of final completion of the Work; and the Architect will issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and at the request of the Owner, issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect shall, upon the Owner's request, advise the Owner regarding matters concerning the performance of the Contractor under the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 Not used.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications for approval by the Owner in response to the requests for information. To the extent the Contractor believes that any responses to requests for information or supplemental Drawings and Specifications will cause an increase in the time or cost of performance of the Work, the Contractor shall file a Claim in accordance with the provisions of Article 15.

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A supplier is a person or entity who has a direct or indirect contract with the Contractor to provide materials or equipment on account of the Work.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect and the Owner shall promptly reply to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or

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entity or (2) that the Architect or the Owner requires additional time for review. Failure of the Owner or Architect to promptly reply shall constitute notice of no reasonable objection. The Guaranteed Maximum Price Amendment shall set forth those Subcontractors and suppliers that the Owner has approved prior to execution of the Guaranteed Maximum Price Amendment.

(Paragraph deleted)

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 Upon request of the Owner, Contractor shall make available to the Owner at the Contractor's main office copies of all bids, proposals, or other information concerning the Subcontractors and material suppliers, including financial statements, which may be helpful to the Owner and the Lender in evaluating any of the Subcontractors and suppliers proposed to perform any part of the Work, whether or not listed in the Guaranteed Maximum Price Amendment. Contractor may also be required to make available to the Owner with respect to the proposed Subcontractors and material suppliers such other proof of financial stability and experience, lists of completed projects and letters of reference as may be required by the Owner. Upon request of the Owner, Contractor shall submit for review its forms of subcontract and purchase order. Submission of the foregoing information and review by Owner shall not relieve Contractor from sole responsibility for performance of all of the Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. The Owner may require the Contractor to change any Subcontractor previously approved and, if at such time the Contractor is not then in default under the Contract Documents, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and the Owner Indemnitees under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. All purchase orders for materials and equipment shall be in writing and shall incorporate all provisions of the Contract Documents applicable to the materials and equipment covered by the purchase order. The Contractor shall furnish to the Owner copies of all subcontract agreements and purchase orders within five (5) days of the execution thereof.

§ 5.3.2 Every subcontract agreement and purchase order shall:

- .1 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .2 waive all rights the contracting parties may have against one another or that the Subcontractor or supplier may have against the Owner for damages caused by fire or other perils covered by the property insurance described in the Contract Documents;
- .3 require the Subcontractor to carry and maintain insurance required by the provisions of Exhibit D to the Agreement, and furnish all information required by the provisions of Exhibit D (not applicable to suppliers);

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- .4 require the Subcontractor and supplier to furnish the waivers of liens set forth in Exhibit F to the Agreement as well as such other documents as the Owner, the Lender or title insurer may reasonably request prior to receiving any payments for Work performed;
- .5 affirmatively state that the Contractor is not entitled to back-charge the Subcontractor or supplier for amounts owed to the Contractor on projects other than the Project; and
- .6 affirmatively state that the Contractor may be required to assign the subcontract agreement or purchase order to the Owner and in the event the Owner so elects, the Subcontractor or supplier and its surety, if any, shall not object to such assignment and shall continue performance for the benefit of the Owner after assignment.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement and purchase order for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner pursuant to Section 14 and only for those subcontract agreements and purchase orders that the Owner accepts by notifying the Subcontractor or supplier and Contractor in writing; and
- .2 except as otherwise provided in Section 5.3.2.6, assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in direct, out-of-pocket cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.5 SETTLEMENT OF SUBCONTRACTOR AND SUPPLIER CLAIMS

§ 5.5.1 Contractor agrees that it will permit the Owner to participate in meetings to settle Subcontractor and supplier claims arising from the Project, and will permit Owner to initiate such meetings. The Contractor shall be present at all such meetings. The Owner's participation in such meetings shall not in any way be construed to create a contractual relationship between the Owner and such Subcontractor(s) or supplier (s) nor shall such participation relieve the Contractor from any of its obligations hereunder.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor. The Contractor shall make any reasonable revisions to the construction schedule deemed necessary after a joint review. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph deleted)

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§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction; such costs shall be deemed direct damages, not consequential damages. The Owner shall be responsible to the Contractor for direct out-of-pocket costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction, and other costs, but only to the extent such other costs are recovered from the separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner, after 2 business days' written notice, may clean up and the Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Unless otherwise agreed to in writing by the Owner, any adjustments to the Contract Time and/or Contract Sum resulting from changes to the Contract Documents shall be agreed upon at the time of approval of each change request unless otherwise noted in the Change Order. Requests for changes to the Contract Sum made by the Contractor will simultaneously include, if applicable, any request for change of the Contract Time to the extent that the extent of the delay and its effect on the critical path of the Work is known at the time of the request. If the extent of the delay and its effect on the critical path of the Work is not known at the time of the request, the Contractor shall furnish supplemental information as to within five (5) days of the date when such information becomes known.

§ 7.1.2 A Change Order shall be based upon agreement between the Owner, and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone so long as it does not affect the Contract Time, Contract Sum or any other material portion of the Work.. Notwithstanding anything contained in the Contract Documents to the contrary, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is any unjust enrichment, shall be the basis of any claim for adjustment in compensation due the

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Contractor in connection with the Project or for adjustment in any time period provided for under the Contract. Moreover, the Contractor hereby waives and forfeits all claims that any work, services or other activities were performed pursuant to an oral contract or other oral agreement separate from the Contract.

§ 7.1.5 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Project Schedule. The Schedule of Values shall be modified accordingly for Work covered by Change Orders.

§ 7.1.6 No Change Order or Construction Change Directive shall be effective or binding on the Owner unless it is executed by the Owner.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor, or both and signed by the Owner, and the Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 In all cases, regardless of the method used to determine the value of changes, the estimated or actual cost shall be submitted in detailed breakdown form, giving quantity and unit costs of each item, labor cost with hourly rates, allowable overhead and profit. No additional amount will be paid for submittal in this form or for re-submittal should the breakdown be considered inadequate by the Architect or the Owner.

§ 7.2.3 Time being of the essence in the performance of this Contract, any Work which is the subject of a change to the Contract will be performed promptly upon receipt by the Contractor of a written instruction signed by the Owner. Proceeding with such Work by the Contractor will not be delayed in the event of dispute between the Owner and the Contractor on the method of evaluating the change or on the amount of any adjustment to the Contract Sum or Contract Time.

§ 7.2.4 If the Contractor believes that it is entitled to additional payment or an extension of time for performing changed Work ordered to be done, it shall notify the Owner in writing as provided in Article 15 before performing such Work.

§ 7.2.5 On a best efforts basis, estimating time for proposed Change Orders shall not exceed twenty (20) days from date of receipt of sufficient information and/or drawings with reference to such plans or Change Orders. Revisions to initial proposals are to be prepared with immediacy.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted as permitted by the Contract Documents.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

If the Change in the Work will result in an extension or contraction of the Contract Time or other dates of Substantial Completion, and the parties are unable to agree as to the number of days by which the time for performance will be extended or contracted, then the matter shall be submitted to the Architect for its advisory (i.e., non-binding) determination. In the event of a Contractor-claimed extension of the time for performance, the Architect shall not be required to make its determination until the Project has been completed, at which time the Architect's determination shall be based on review of Contractor's books and records relating to the time involved in performing the Change in the Work and on the Architect's judgment as to whether Contractor diligently performed the same.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods selected by the Owner in its sole discretion:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are significantly changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.6.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change to the extent permitted by Section 7.6.1.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The amount approved by the Owner shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK; FIELD CHANGE ORDERS

The Architect may recommend to the Owner minor changes in the Work by means of a Field Change Order not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. If approved by the Owner in writing, such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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§ 7.5 DETERMINATION OF COST

Notwithstanding anything in the Contract Documents to the contrary, if the Owner and the Contractor cannot agree on what constitutes “cost” for purposes of this Article 7, the Contractor and the Owner agree that the maximum reimbursable cost for an item shall be that stated in the most current edition of the Means Cost Data Book (and not Means Change Order Cost Book).

§ 7.6 LIMITATIONS ON CHANGE ORDERS

§ 7.6.1 For changes in the Work which result in a reduction in the cost of the Work, the Contractor shall comply with such Change Order and the amount of the deductive Change Order shall be the costs associated with the change.

§ 7.6.2 When both additions and credits are involved in any one change, the allowance for the home-office overhead and general conditions costs shall be figured on the basis of the net increase in the cost of the Work, if any.

§ 7.6.3 Notwithstanding anything herein or in the Agreement to the contrary, the Contractor shall not be entitled to additional general conditions costs on account of delay in achieving Substantial Completion of the entire Work due to events not the fault of the Contractor for the first sixty (60) days of such delay, in the aggregate.

§ 7.6.4 Other than the markups provided for in the Agreement, the Contractor agrees that it shall not be entitled to any further compensation for general conditions costs or profit on the basis of the number of changes initiated, the aggregate of the changes, or any similar claim. Each Change Order shall address costs and markups as well as any extensions of time related thereto as set forth herein and shall resolve all of such items on a Change Order by Change Order basis with no reservation of rights or residual claims to additional adjustments for time or compensation being preserved beyond the entitlements actually set forth in the Change Order.

§ 7.6.3 The Contractor acknowledges that on a project of the size, scope and complexity of the Project, a number of changes to the Work are anticipated. Therefore, other than the markups for Subcontractors and the Contractor’s Fee and General Conditions costs reimbursement directly related to each change, as provided for in the Contract Documents, the Contractor agrees that it shall not be entitled to any further compensation on the basis of the number of changes initiated, the aggregate value of the changes, or any similar claim. Each Change Order shall not contain any reservation of rights or residual claims to additional adjustments for time or price being preserved beyond the entitlements actually set forth in the Change Order.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the entire Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date(s) of Substantial Completion is/are the date(s) agreed to by the Owner, the Contractor and the Architect on which all conditions precedent to Substantial Completion as set forth in the Contract Documents have been fulfilled.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically referenced.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits and notice periods stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 and Exhibit H to the Agreement. In addition, no Subcontractor shall be entitled to commence performance of the Work until it has furnished required insurance and bonds in accordance with the requirements of the Contract Documents. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion of the Work in accordance with the date(s) of Substantial Completion set forth in the Project Schedule, as such dates may be adjusted under the Contract Documents

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an Owner Delay (hereinafter defined) or by Force Majeure (hereinafter defined) (collectively, “Excusable Delays”), then the Contract Time shall be extended by Change Order to the extent permitted by the terms of the Contract Documents.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 “Force Majeure” is defined as (1) extraordinary conditions of weather for the area and time of year, war or national conflicts or priorities arising therefrom (as more fully discussed in Section 15.1.5.2), fires beyond the reasonable control of the Contractor, strikes or other labor disruptions not due to breach of applicable collective bargaining agreements, or any other cause beyond Contractor’s reasonable control and not the fault of the Owner or those within its control (but not including delays caused by Contractor, Subcontractors or others within the Contractor’s control).

§ 8.3.4 “Owner Delays” is defined as acts or omissions of the Owner, the Architect or those within their control or changes in the Work ordered by the Owner (but not including delays caused by the Contractor, Subcontractors or others within the Contractor’s control).

§ 8.3.5 Claims relating to time shall be made in accordance with applicable provisions of Article 15. In the case of a continuing delay only one Claim is necessary. The Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of any delay.

§ 8.3.6 The Contractor shall not be entitled to any such extension of time for Excusable Delays unless (a) the Contractor notifies the Owner in writing within five (5) days after the commencement of each such Excusable Delay (b) gives written notice to the Owner within five (5) days of the cessation thereof; and (c) within thirty (30) days of the cessation of the delay, provides to the Owner a complete and detailed CPM Schedule showing how the delay adversely impacted the date(s) of Substantial Completion of the Work. To the extent the Contractor cannot demonstrate to the reasonable satisfaction of the Owner that the Excusable Delay requires extension of one or more of the dates of Substantial Completion, no extension of time shall be granted.

§ 8.3.7 In the event an extension of time is warranted pursuant to the provisions of Section 8.3.6 due to Excusable Delays, the Contractor shall also be entitled to increased compensation equal to the Contractor’s out-of-pocket expenses and incremental general conditions costs on account thereof. The Contractor shall not be entitled to recover from the Owner, and hereby waives, any and all claims against the Owner for any other increased compensation or damages that the Contractor may suffer on account of any Excusable Delays, and the Contractor further waives any and all claims against the Owner for increased compensation or damages for any other disruption, interference, acceleration or loss of efficiency or productivity caused by the Owner, the Lender, the Architect, or their respective officers, agents, affiliates, employees or consultants. At the Owner’s request, the Contractor shall submit to the Owner a proposal to accelerate the Work on account of Excusable Delay, which proposal, if accepted in writing, shall become the basis for a Change Order increasing the Contract Sum in lieu of extending the date(s) of Substantial Completion of the Work.

§ 8.3.8 The provisions set forth in this Section 8.3 are the Contractor’s sole remedy in the event of Excusable Delay. In the event of concurrent delay, no additional compensation shall be paid.

§ 8.3.9 Claims made that do not comply with the notice provisions set forth herein (including submission of required supporting documentation within the time period set forth herein) are hereby waived.

§ 8.3.10 TIME IS OF THE ESSENCE OF THIS CONTRACT. Contractor agrees that the Work can be performed in the time agreed to herein. On a best efforts basis, estimating time for proposed Change Orders shall not exceed twenty (20) days from date of receipt of sufficient information and/or drawings with reference to such plans or Change Orders. Revisions to initial proposals are to be prepared with immediacy.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

The initial Schedule of Values will be attached to the GMP Amendment. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment. The Owner shall have the authority to adjust the schedule of values from time to time on the basis of modifications of subcontracts and purchase orders and allocations of estimates to actual costs. The schedule of values and each Application for Payment shall list separately the Contractor's general conditions costs and fee and all Change Orders issued by the Owner prior to the date of the particular Application for Payment (including as a single line item all of the costs of such Change Orders). The schedule of values shall be prepared in such a manner that each item of Work and each subcontracted item of Work are shown as a single line item on AIA Documents G702/703, Application and Certificate for Payment, and Continuation Sheet.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Each Application for Payment shall include an affidavit or certification by the Contractor setting forth the following:

- .1 That all Work for which payment is requested has been completed in accordance with the Contract Documents.
- .2 The names and addresses of all first-tier Subcontractors and suppliers.
- .3 The contract amount of each subcontract and purchase order and the amounts paid and owed to each such Subcontractor and supplier.
- .4 The current Contract Sum, including all adjustments.
- .5 The amount paid by the Owner to the Contractor up to the date of the Application for Payment.
- .6 The amount of the current Application for Payment.
- .7 The balance due on the Contract Sum after payment requested is made.
- .8 The amount of money retained by the Owner and the amount of the Work that has been completed.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner and approved by the Lender, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner and the Lender to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all

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Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor shall discharge all liens or claims of lien filed against the Work, the Project site, the location of any of the Work not on the site, payments due the Contractor or any portion of the property of any of the Owner Indemnitees (referred to collectively as "Liens") (unless such Lien is due solely to a failure by the Owner to pay the Contractor amounts properly due and owing within the time period required by the Contract Documents) within five (5) days after written notice by the Owner, and may contest a Lien only if the Contractor furnishes the Owner with security acceptable to the Owner or procures a lien release bond that complies with the requirements of the lien laws of the jurisdiction where the Project is located. The lien release bond shall be: (i) issued by a surety acceptable to the Owner, ii) in form and substance satisfactory to effectively release the site from the lien or claim of lien (iii) in an amount as required by the jurisdiction in which the Project is located. By posting a lien release bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Subparagraph 9.3, including, without limitation, the duty to defend and indemnify the Owner Indemnitees as set forth below. The costs and expenses incurred in connection with providing such bonds and security, including attorney's fees or other court costs, shall be the responsibility of the Contractor and shall not cause any adjustment to the Contract Sum.

§ 9.3.5 The Contractor expressly undertakes to defend the Owner Indemnitees, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against the Owner Indemnitees as a result of Liens. The Contractor hereby agrees to indemnify and hold the Owner Indemnitees harmless against any damages, costs, expenses (including, without limitation, reasonable attorneys' fees), losses, claims and liabilities arising out of or in connection with Liens, unless such Lien is due solely to a failure by the Owner to pay the Contractor amounts properly due and owing within the time period required by the Contract Documents. The Contractor hereby agrees that amounts which are subject to a good faith dispute shall not be deemed due and owing.

§ 9.3.6 Notwithstanding anything to the contrary in the Contract Document, if the Contractor fails to post a lien release bond or other security acceptable to the Owner in connection with any Lien, the Owner may discharge such Lien by making payment to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made (or the Owner may deduct such amount, plus reasonable attorney's fees, from amounts otherwise owed to the Contractor) and shall not be entitled to dispute the validity of the amount of such payment.

§ 9.3.7 If the Agreement is a guaranteed maximum price contract, costs incurred by the Contractor in connection with providing a lien release bond shall be reimbursable as Cost of the Work to the extent provided in Section 6.6.9 of the Agreement.

§ 9.4 CERTIFICATES FOR PAYMENT (this Section 9.4 is applicable only if certification is requested by the Owner)

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data

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requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§9.5 DECISIONS TO WITHHOLD FUNDS

§ 9.5.1 The Owner may withhold amounts otherwise due to the Contractor to the extent necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** damage to the Owner or a separate contractor to the extent not covered by insurance;
- .6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7** material failure to carry out the Work in accordance with the Contract Documents; or
- .8** any other material default or breach by the Contractor of the terms of the Contract.

If the Owner intends to withhold all or any part of an Application for Payment for one or more of the reasons set forth above, the Owner shall notify the Contractor in writing of the reasons for withholding.

§ 9.5.2 When the above reasons for withholding are removed, payment will be made for amounts previously withheld as part of the next Application for Payment. If the Contractor disputes any determination with regard to amounts withheld, the Contractor shall nevertheless expeditiously continue to prosecute the Work and the Owner shall continue to make timely payment of amounts not in dispute.

(Paragraph deleted)

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 Not used.

§ 9.6.2 The Contractor shall pay each Subcontractor and supplier no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's or supplier's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Not used.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary

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liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Owner does not pay the Contractor within 30 days after the date established in the Contract Documents undisputed amounts due or awarded by binding dispute resolution, then the Contractor may, upon seven additional business days' written notice to the Owner, stop the Work until payment of the undisputed amount owing has been received. Such cessation of Work shall be deemed to be an Excusable Delay under the provisions of Section 8.3 and the Contract Time and/or Contract Sum shall be adjusted to the extent permitted by Section 8.3.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof agreed to in writing by the Owner, which agreement may be granted or withheld in the Owner's sole discretion, (a) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, (b) all inspections and tests required under the Contract Documents and Applicable Laws have been completed successfully, (c) all systems and equipment installed by or on behalf of the Contractor are in good working order, (d) a temporary or permanent certificate of occupancy has been received, (e) all governmental, quasi-governmental and other approvals required under the Contract Documents and necessary for occupancy are obtained and (f) the Owner has approved the Substantial Completion of the Work. Notwithstanding the foregoing, if there is a delay in achieving Substantial Completion of the Work or portions thereof because the Contractor cannot obtain a certificate of occupancy or other required approval due to reasons other than the fault of the Contractor, then Substantial Completion shall be deemed to have occurred for purposes of calculation of liquidated damages. The Owner is not obligated to accept a portion of the Work as substantially complete. Use and occupancy of a portion of the Work by the Owner shall not relieve the Contractor from liability for liquidated damages under the Agreement, which liquidated damages are intended by the parties to apply to failure to achieve substantial completion of the entire Work within the time period set forth in the Project Schedule, as adjusted pursuant to the provisions of the Contract Documents.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete as defined in Section 9.8.1, the Contractor shall prepare and submit to the Owner and the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Within five days of receipt of the Contractor's list, the Owner and the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not substantially completed as defined in Section 9.8.1, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or the Architect. In such case, the Contractor shall then submit a request for another inspection by the Owner and the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete and the Architect, the Contractor and the Owner so agree, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion for the Work or designated portion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the entire Work unless otherwise provided in the Contract Documents or agreed in writing by the Owner. If the Architect or the Owner are required to inspect the Work or portions thereof to determine Substantial Completion more than twice due to the fault or neglect of the Contractor, all costs charged by the Architect and other costs incurred by the Owner on account of additional inspections shall be paid to the Owner by the Contractor or deducted from amounts otherwise due to the Contractor.

§ 9.8.5 Not less than four (4) weeks prior to the anticipated date of Substantial Completion, the Contractor shall produce for the Architect's approval and transmittal to the Owner three (3) complete copies in a three-ring binder containing manuals for the equipment and operating systems in the Work as well as all documentation with respect to manufacturers' warranties. Not less than one (1) week prior to the anticipated date of Substantial Completion, the Contractor shall produce to the Owner one (1) full set of the Redline Record Drawings of the Work. Applications for

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Payments shall not be processed by the Owner unless it is reasonably satisfied that the Redline Record Drawings are being satisfactorily maintained and updated. The Contractor acknowledges and recognizes the Owner's need to have an accurate set of such Redline Record Drawings available at all times.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Owner elects to occupy and use a portion of the Work, it shall so notify the Contractor, and the Contractor shall prepare and submit a list to the Owner and the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by the reasonable determination of the Owner. The Contractor shall use its best efforts to accommodate efforts of the Owner and/or separate contractors to deliver and complete the installation of furnishings and fixtures prior to Substantial Completion. Such placing of equipment and furnishings shall not be construed as evidence of Substantial or Final Completion of the Work or any portion thereof, nor signify the Owner's acceptance of any Work.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION OF THE ENTIRE WORK AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the entire Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will, if requested by the Owner, promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and the Architect (1) an affidavit that payrolls (as applicable), bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to be maintained by the Contractor and to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) other data establishing payment or satisfaction of obligations, including waivers and releases of lien from the Contractor and all Subcontractors and suppliers having lien rights in the jurisdiction in which the Project is located on the forms set forth in Exhibit E to the Agreement, - If a Subcontractor or supplier refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against such lien or the Owner may withhold funds from final payment to protect itself against the possibility of a lien. When the time period for filing liens has expired, if the Subcontractor or supplier has not filed a lien, any funds withheld by the Owner shall be released and any collateral furnished by the Contractor shall be returned. If during such time period the Subcontractor or supplier does file a lien, the Contractor shall comply with its obligations in Section 9.3.

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§ 9.10.3 If, after Substantial Completion of the entire Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner and the Architect. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4

(Paragraphs deleted)

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.5 Application for final payment shall contain the information required in Applications for Payment specified in the Contract Documents and shall include, in addition, the following:

- .1 A certification by the Contractor that all Work has been completed in accordance with the Contract Documents.
- .2 A certification by the Contractor that it has complied with all of the requirements for final payment reasonably imposed by the Lender, if any (provided that such requirements are provided to the Contractor on or before Substantial Completion of the Work).
- .3 A certification by the Contractor that all warranties, guarantees, certificates, operating manuals and other documents required by the Contract Documents, including the current Redline Record Drawings, have been delivered to the Architect or Owner.
- .4 A certification by the Contractor that the final Application for Payment includes without exception all Claims of the Contractor against the Owner arising in connection with the Project.
- .5 A certification by the Contractor that the Redline Record Drawings are complete and accurate.

§ 9.11 SCHEDULE OF ANTICIPATED PROGRESS PAYMENTS

As part of the Guaranteed Maximum Price proposal, the Contractor shall submit to the Owner a schedule of anticipated progress payments. The Contractor shall revise and update the payment schedule as necessary from time to time to conform it to the Project Schedule as revised and updated.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by Applicable Laws bearing on safety of persons or property or their protection from damage, injury or loss.

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§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall notify local, state and federal authorities, to the extent required by Applicable Laws.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 5 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§10.3 HAZARDOUS MATERIALS

§10.3.1 "Hazardous Materials" means any substance:

- .1 the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, or common law; or
- .2 which is or becomes defined, at any time during the duration of this Agreement, as a " hazardous waste ", " hazardous substance ", pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (" CERCLA "), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (" RCRA "), and any comparable federal or state/district law; or
- .3 which is petroleum, including crude oil or any fraction thereof not otherwise designated as a " hazardous substance " under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; or
- .4 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated at any time during the duration of this Agreement by any governmental authority or agency or by any instrumentality of the United States, the state or district in which the Project is located, or any political subdivision thereof; or
- .5 the presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site; or

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- .6 the presence of which on adjacent properties could constitute a trespass by the Design/Builder or the Authority; or
- .7 which contains asbestos.

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If the Contractor encounters a Hazardous Material not addressed in the Contract Documents or the remediation or removal of which is not part of the Contractor's scope of Work (an "Owner Hazardous Material") and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from such Owner Hazardous Material encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the Owner Hazardous Material reported by the Contractor and, in the event the Owner Hazardous Materials is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the Owner Hazardous Material or who are to perform the task of removal or safe containment of such Owner Hazardous Material. When the Owner Hazardous Material has been rendered harmless, Work in the affected area shall resume. Any delays due to Owner Hazardous Materials shall be deemed to be Force Majeure delay, and the provisions of Section 8.3 shall apply.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the existence of Owner Hazardous Materials at the site if in fact the Owner Hazardous Material presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for Hazardous Materials the Contractor brings to the site unless such Hazardous Materials are required by the Contract Documents. The Owner shall be responsible for Hazardous Materials required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such Hazardous Materials.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of Hazardous Materials the Contractor brings to the site, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a Hazardous Material solely by reason of performing Work as required by the Contract Documents and such remediation is not in the scope of Work required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.7 SECURITY OF SITE

The Contractor shall be responsible for the protection and security of the site, the Work and of its own personnel, materials, supplies and equipment whether on or off the site. The Owner may provide guards, watchmen or other security for the site, but the Owner shall be under no obligation to the Contractor to do so and by doing so shall not assume any responsibility to the Contractor.

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§ 10.8 SAFETY REQUIREMENTS

§ 10.8.1 The Contractor shall comply with all safety requirements of the Owner, all insurance carriers and all governmental agencies having jurisdiction. The Contractor shall provide barriers, barricades, fences, flagmen, fire prevention and other measures and safeguards necessary for the protection of health, safety and property. The Contractor shall maintain the good order and discipline of its employees and other persons under its direction and control or present at the site in connection with the Work, and shall enforce the Owner's regulations with respect to safety, fire prevention and smoking. The use of alcoholic beverages, drugs and other dangerous substances constitute a danger to life, health or property and are strictly prohibited at the Project site. Contractor specifically agrees that he will comply with all of the statutory and regulatory requirements of the Drug Free Workplace Act of 1990.

§ 10.9 OFF-SITE SAFETY MEASURES AND TRAFFIC

The Contractor shall provide for the protection of the general public and the buildings, sidewalks and streets adjacent to the site and shall cooperate with all authorities having jurisdiction in maintaining the free flow of traffic in the vicinity of the site. Where such authorities are legally entitled to reimbursement, the Contractor shall reimburse such authorities for the cost of such traffic control measures, including the cost of policemen, or other traffic control personnel.

§ 10.10 LOSS PREVENTION PROGRAM

The Contractor shall establish and administer a safety and loss prevention program, including fire prevention, in compliance with the requirements of the Owner, all insurance carriers, and governmental agencies having jurisdiction. The Contractor shall designate a safety and loss prevention supervisor and shall give him/her responsibility and authority to enforce the program and to coordinate the Contractor's safety program with those of the Owner, all insurance carriers and separate contractors.

§ 10.11 REPORT OF ACCIDENTS

Contractor shall promptly report to the Owner in writing any accident occurring on or off the Project site that relates to the Work and, in no event, later than twenty-four (24) hours after the Contractor's learning of such accident, and shall, in addition, immediately give notice, by telephone or messenger, of any accident resulting in death or serious personal injury or property damage. Such report shall include all known details of the circumstances, the nature and extent of any injuries or property damage, the names of all witnesses and other persons who may have knowledge of the circumstances of the accident, and such other details as the Owner or the Owner's insurer shall require.

§ 10.12 PROTECTION OF WORK IN PROGRESS AND FINISHED WORK

Contractor shall routinely inspect and protect the Work and property of its Subcontractors, whether finished or unfinished, from damage, injury, or loss arising in connection with operations under the Contract Documents, and shall carry out its operations so as to avoid damage, injury or loss to completed Work and to the work of the Owner and any separate contractor of the Owner. If the Owner or a separate contractor has not sufficiently protected the Work the Contractor shall promptly so notify the Owner.

§ 10.13 RESPONSIBILITY OF CONTRACTOR

Notwithstanding the fact that the Owner or others may impose requirements regarding safety, the Contractor shall not be relieved from full responsibility and liability for safety of the site, the Work and persons and property at the site.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1

(Paragraphs deleted)

See Exhibit D to the Agreement with respect to Insurance Requirements.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may recommend to the Owner that the Architect be allowed to request to see such Work and if such request is permitted by the Owner, it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs. The foregoing shall apply in like effect to surveys or tests as well as examination of the completed Work. In all cases the reimbursable costs shall include the cost of professional advice and services necessary to complete the examination, survey and tests.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. The term "correct" means, at the Owner's sole option, to either remove and replace defective Work or make repairs to defective Work, and the Contractor shall not be entitled to refuse to remove and replace defective Work based on an "economic waste" argument. If the Contractor disputes that the rejected Work is not in accordance with the Contract Documents, it shall notify the Owner and the Architect in writing within five (5) days after such rejection and before incurring any costs which could become the subject of a Change Order.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. The obligation under this Section shall also include any repairs and/or replacement to any part of the Work and any other real or personal property that is damaged in the process of correcting any defective Work.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 for an additional one-year period from the date of completion of such corrective Work, provided that the total correction period for any given item shall not exceed 18 months.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located without reference to the rules governing choice of law.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor may not assign the Contract without the consent of the Owner, which may be granted or withheld in the Owner's sole discretion.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to: (a) the Lender; (b) an affiliate of the Owner; or (c) a future purchaser of the Project. In the case of assignment to the Lender, the Contractor and the Lender shall agree, among other things, that the Contractor shall continue performance of the Contract on behalf of the Lender under certain conditions mutually acceptable to the Lender and the Contractor. In the case of assignment to an affiliate or a future purchaser of the Project, the assignment may be exclusive or non-exclusive, and the Owner shall be excused from obligations under the Contract as of the effective date of assignment only to the extent the Owner can demonstrate, to the reasonable satisfaction of the Contractor, that the assignee has the financial ability to meet the Owner's outstanding financial obligations under the Contract. If the Owner cannot so demonstrate, the Owner shall either not assign the Contract or assign the Contract but remain contingently liable to the Contractor in the event the assignee does not meet its obligations under the Contract.

§ 13.3 WRITTEN NOTICE

All notices required to be given under the Contract Documents shall be in writing and shall be deemed to have been duly served if delivered in person to the individual to whom it is addressed, or two (2) business days after deposit in the United States Mail, if sent by registered or certified mail, return receipt requested. All notices shall be sent to the persons and to the addresses set on the first page of the Agreement or to such other address or addresses as any party entitled to receive notice hereunder shall designate to all other parties in the manner provided herein for the service of notice. At the Owner's request, a copy of all written notices shall also be delivered to the Lender (if any).

§ 13.4 RIGHTS AND REMEDIES; SURVIVAL

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.4.3 Wherever possible, each provision of the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of the Contract Documents, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of the Contract Documents or valid portions of such provision, which are hereby deemed severable.

§ 13.4.4 All of the terms and conditions of the Contract Documents which by their nature anticipate obligations continuing after final completion and final payment (or earlier termination) shall survive final completion and final payment (or earlier termination), subject to the applicable statutes of limitation and/or repose.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 If the Contract Documents or Applicable Laws require any portions of the Work to be inspected, tested or approved, unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals

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with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner and the Architect timely notice of when and where tests and inspections are to be made so that the Owner and the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after establishment of the Contract Sum, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, either arrange directly for such additional testing, inspection or approval or instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Contractor furnish all samples and materials, and deliver the samples and materials to the testing agency. Reports of such tests, observations and approvals shall be submitted to the Architect. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect or the Owner wish to observe tests, inspections or approvals required by the Contract Documents, the Contractor shall give reasonable prior notice of the dates, places and times of such tests.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. Representatives of the testing laboratories and observers shall have access to the Work at all times.

§ 13.5.7 The Owner may in its discretion provide and pay for such other tests and inspections he deems necessary or appropriate during construction through an independent quality control agency. The Contractor shall cooperate with such tests and shall notify the testing agency at least 24 hours prior to performing any test directed by Owner. The Contractor acknowledges that the tests referred to herein may include, without limitation, concrete and reinforcement inspection and testing, waterproofing inspection, structural steel inspection, inspections and testing in connection with mechanical and electrical installations.

§ 13.5.8 To the extent any of the foregoing testing, inspections or approvals relate to Work that is adjacent to the Montgomery County-owned property, the Contractor shall give at least ten (10) business days' prior written notice to appropriate employees of Montgomery County so that they may be present for such testing, inspections or approvals.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped through no act or fault of the Contractor or a Subcontractor, supplier, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor:

- .1 for a period of 90 days on account of the issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 for a period of 90 days on account of an act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 for a period of 45 days because the Owner has not made payment of undisputed amounts due and owing.

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§ 14.1.2 Not used.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven business days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit thereon and costs incurred by reason of such termination. Such recovery shall be the sole remedy of the Contractor in the event of a Contractor termination of the Contract and in no event shall the Contractor be entitled to any other recovery or damages.

§ 14.1.4 Not used.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 fails to provide or maintain insurance or bonds required by Exhibit D to the Agreement; or
- .5 otherwise is guilty of a material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts and purchase orders pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 When the Work is finally complete, if the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Owner's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. Such suspension shall be treated as an Excusable Delay and the provisions of Section 8.3 shall apply.

(Paragraphs deleted)

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice and those subcontracts and purchase orders of which the Owner elects to take assignment (as stated in

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the notice), terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed. Such recovery shall be the sole remedy of the Contractor in the event of a termination for convenience and in no event shall the Contractor be entitled to any other recovery or damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner and to the Architect. Claims by the Contractor must be initiated within five days after occurrence of the event giving rise to such Claim or within five days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing and except as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of amounts not in dispute in accordance with the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum for reasons including: (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment of undisputed amounts by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, written notice as provided in Section 15.1.2 and Articles 7 and 8 shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Contractor shall have no claim against the Owner or the Project for additional compensation for services rendered or Work performed outside the scope of the Contract unless it shall have advised the Owner before rendering such services or performing such Work that such construction is outside the scope of the Contract and the Owner has authorized such additional services or Work in writing, in accordance with Article 7. The Owner may also require the approval of the Lender, if any, prior to authorizing Work outside the scope of the Contract. The Contractor shall have no claim against the Owner or the Project for other relief unless (a) notice of such Claim has been given within the time period set forth in Section 15.1.2 and (b) full supporting documentation of such Claim has been submitted within thirty (30) days after notice of such Claim has been given. Claims made that do not comply with the notice provisions set forth herein (including submission of required supporting documentation within the time period set forth herein) are hereby waived.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall have no claim against the Owner or the Project for additional time for services rendered or Work performed outside the scope of the Contract unless it shall have advised the Owner in writing before rendering such services or performing such Work that such construction is outside the scope of the Contract and the Owner has authorized such services or Work in writing. The Owner may also require the approval of the Lender, if any, prior to authorizing Work outside the scope of the Contract. The Contractor shall have no claim against the Owner or the Project for other relief unless (a) notice of such Claim has been given within the time period set forth in Section 15.1.2 and (b) full supporting documentation of such Claim has been submitted within thirty (30) days after notice of such Claim has been given. Claims made that do not comply with the notice provisions set forth herein (including submission of required supporting documentation within the time period set forth herein) are hereby waived. Notwithstanding anything in the Contract Documents to the contrary, an extension of time shall be granted only to the extent the Contractor can demonstrate that the Excusable

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Delay will prevent the Contractor from achieving Substantial Completion of the Work or portions thereof by the date(s) of Substantial Completion then in effect.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Notwithstanding the foregoing, the Contractor acknowledges that the scheduled date(s) of Substantial Completion set forth in the Project Schedule anticipate a certain number of lost days due to normal weather conditions. Only unusual or extreme weather conditions for the time of year will be considered as justification for an extension of time to achieve substantial completion of the Work or portions thereof. Extensions of time for weather delay will only be considered if such inclement weather exceeds the average of that recorded by the National Oceanic and Atmospheric Administration for the same year and closest recording location over the preceding five (5) years.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract except to the extent payable and actually paid by insurance relating to the Project. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS

§ 15.2.1 All Claims of the Contractor shall be resolved in the following manner:

.1 Within fifteen (15) days after the filing of a Claim by the Contractor, the Owner's and Contractor's senior staff member on Site shall meet to attempt to resolve such claim.

.2 If such Claim is not resolved by senior staff within thirty (30) days of the filing of the same, the claim shall be subject to nonbinding mediation at the election of the Owner pursuant to written notice to the Contractor. If the Owner elects nonbinding mediation, the Contractor and the Owner shall select a mutually acceptable mediator, and shall share the cost thereof. If the parties are unable to agree on the selection of a mediator, they shall utilize the American Arbitration Association's mediation services. The mediator shall be given any written statement (s) of the parties and may review the Site and any relevant documentation. The mediator shall call a meeting of the parties affected by such Claim within ten (10) business days after his/her appointment, which meeting shall be attended by senior non-Site representatives of the parties with authority to settle such Claim. During such ten (10) day period, the mediator may meet with the affected parties separately. No minutes shall be kept and the comments and/or findings of the mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any party. The entire mediation process shall be completed within twenty (20) business days of the date the mediator is selected, unless the parties agree otherwise in writing.

.3 Any Claim of the Contractor not resolved through non-binding mediation shall be settled by litigation in the courts of the jurisdiction where the Project is located.

§ 15.2.2 All claims of the Owner shall be presented to the Contractor in writing. To the extent the Contractor disputes such claims, they shall be resolved in accordance with the procedures set forth in Section 15.2.1.

(Paragraph deleted)

§ 15.2.3 THE OWNER AND THE CONTRACTOR SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE

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REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

(Paragraphs deleted)

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EXHIBIT C

Compensation

[This exhibit has been superseded by Exhibit C to Amendment No. 1]

EXHIBIT D

INSURANCE AND BONDS

CONSTRUCTION MANAGER INSURANCE REQUIREMENTS

The Construction Manager shall procure and maintain in effect during the term of this Agreement, insurance policies described in this Exhibit with (i) responsible insurance companies authorized to do business in North Carolina (if so required by law or regulation) with an A.M. Best's Key Rating Guide rating of A-VII or better, unless otherwise approved by the Owner or (B) a Standard and Poor's or Moody's financial strength rating of A or A2, respectively, or higher, unless otherwise approved by the Owner or (ii) other companies acceptable to the Owner with limits and coverage provisions sufficient to satisfy the requirements set forth below. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion. The Construction Manager shall from time to time, but at intervals of not less than twelve (12) months each, undertake all actions and due diligence as reasonably necessary to determine whether the insurance coverage maintained pursuant to this Agreement is in compliance with all of the requirements of this Exhibit, including any increases in coverage required as a result of any change in applicable laws, and if the Construction Manager determines that such insurance coverage does not meet such requirements, it agrees to promptly cause such coverage to comply with such requirements and to notify the Owner of the steps being taken by the Construction Manager to do so.

The Owner acknowledges that as of the date of execution of the Contract, there are no Financing Parties (as defined in Section 4.3.2 below). At such time, if ever, that an entity provides financing for the Project, such entity shall become a Financing Party hereunder, and the Construction Manager shall add such Financing Party as an additional insured within five (5) business days after receipt of written notice from the Owner, and thereafter the Financing Party shall be entitled to all of the benefits provided to it under this Exhibit D.

Section 1. Construction Manager Provided Insurance. The Construction Manager shall provide the following insurance:

1.1 **Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation Insurance, which shall include Stop Gap, with a minimum limit of the statutory limits for Part A and a \$100,000/\$1,000,000/\$1,000,000 minimum limit for employer liability.

1.2 **Commercial General Liability Insurance.** Liability insurance on an occurrence basis against claims filed and occurring in the United States for the Construction

Manager's and each subcontractor's liability of any tier arising out of claims for bodily injury, personal injury and property damage (other than the Work itself). Such insurance shall provide coverage for products-completed operations (which coverage shall remain in effect for a period of at least five (5) years following Final Completion of the Work), blanket contractual, broad form property damage, bodily injury insurance and independent contractors with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage. Aggregate per project coverage shall apply. A maximum deductible or self-insured retention of \$250,000 per occurrence shall be allowed.

Such policy must be further endorsed to:

- (a) Provide advertising and personal liability coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.
- (b) Not used.
- (c) Blanket contractual liability coverage, including the liability assumed by the Construction Manager under Section 3.18 of the General Conditions;
- (d) Elevator and Hoist liability coverage, as applicable.
- (e) Coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.3 **Automobile Liability Insurance.** Automobile liability insurance for the Construction Manager's liability arising out of claims for bodily injury and property damage covering all owned (if any), leased (if any), non-owned and hired vehicles used in the performance of the Construction Manager's obligations under the Contract Documents with a \$1,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. A maximum deductible or self-insured retention of \$1,000 per occurrence shall be allowed.

1.4 **Umbrella or Excess Liability Insurance.** Umbrella or excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing Sections 1.1(Employer's liability only), 1.2 and 1.3 with a \$50,000,000 minimum limit per occurrence. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance; provided that aggregate limits of liability, if any, shall apply separately to claims occurring with respect to the Work.

Section 2. Pollution Liability Insurance

Construction Manager shall provide broad form Pollution Liability Insurance which covers losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the services and operations of the Construction Manager and all Subcontractors. Such policy (i) shall apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs, (ii) shall provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the Project Site, (iii) shall provide coverage for liability resulting from the transportation of hazardous wastes, as well as liability relating to non-owned disposal sites, (iv) shall be written with a combined single limit of liability of not less than \$5,000,000 for each occurrence and not less than \$5,000,000 aggregate; (v) shall provide coverage for mold conditions, if such coverage is not provided by the Commercial General Liability Insurance Policy referenced above, (vi) shall contain a deductible no greater than \$100,000, and (vi) shall contain a 5 year extended reporting period.

Section 3. Subcontractors Insurance Requirements.

3.1 Construction Manager agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Construction Manager under Section 1 hereof, except that the amount of umbrella or excess liability insurance coverage will be agreed to by the Owner and the Construction Manager on a case-by-case basis.

3.2 Construction Manager agrees that it will promptly advise Owner in the event that any Subcontractor which it wishes to retain is unable to obtain such requisite insurance coverages; Construction Manager will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

Section 4. Terms and Conditions.

4.1 **Endorsements.** Each liability policy required to be maintained under Sections 1, 2 and 3 hereunder shall be endorsed as follows:

- (a) Name Owner and all Financing Parties, the Project Manager, the Architect and each of their respective affiliates, subsidiaries, parent corporations, directors, members, partners, officers, shareholders, employees and agents as additional insureds.
 - (b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.
 - (c) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.
-

(d) Stipulate that such policy will not be invalidated with respect to the rights of any additional insured should the Construction Manager or any Subcontractor, as the case may be, have waived any or all rights of recovery against any party for losses covered by such policy.

4.2 **Waiver of Subrogation.** The Owner and the Construction Manager waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6 of the General Conditions, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance required to be obtained by the Construction Manager and the Owner pursuant to this Exhibit D, except such rights as they have to proceeds of such insurance. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6 of the General Conditions, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4.3 **Conditions:**

(1) **Loss Notification:** The Construction Manager shall promptly notify the Owner of any single loss or event likely to give rise to a claim against an insurer for an amount in excess of \$1,000,000 covered by any insurance maintained pursuant to this Agreement.

(2) **Policy Cancellation and Change:** All policies of insurance required to be maintained pursuant to Sections 1 or 2 shall be endorsed so that if at any time should they be canceled, or coverage be reduced (by any party including the insured) which affects the interests of the Owner or any entity providing financing for the Project (a "Financing Party") such cancellation or reduction shall not be effective as to the Owner or any Financing Party for 60 days, except for non-payment of premium which shall be for 10 days, after receipt by the Owner of written notice from such insurer of such cancellation or reduction.

(3) **Separation of Interests:** All policies (other than in respect to liability or workers compensation insurance) shall insure the interests of the Owner and any Financing Party regardless of any breach or violation by the Construction Manager or any other party of warranties, declarations or conditions contained in such policies, any action or inaction of the Construction Manager or others.

(4) **Acceptable Policy Terms and Conditions:** All policies of insurance required to be maintained pursuant to this Agreement shall contain terms and conditions acceptable to the Owner in its reasonable discretion. The Owner shall be permitted to review the Construction Manager's policies at the Construction Manager's offices upon reasonable prior notice, on an annual basis.

(5) All policies shall provide for waivers of subrogation in accordance with Section 4.2 above.

4.4 **Evidence of Insurance.** Within thirty (30) days after execution of the Agreement, and at least 10 days prior to each policy anniversary, the Construction Manager shall furnish the Owner with (1) certificates of insurance or binders, in a form acceptable to the Owner, evidencing all of the insurance required by the provisions of this Agreement and (2) a schedule of the insurance policies held by or for the benefit of the Construction Manager and required to be in force by the provisions of this Agreement. Such certificates of insurance/binders shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certificates of insurance/binders shall identify underwriters, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Agreement. The schedule of insurance shall include the name of the insurance company, policy number, type of insurance, major limits of liability and expiration date of the insurance policies.

4.5 **Reports.** Concurrently with the furnishing of the certification referred to in Section 3.4, the Construction Manager shall furnish the Owner with an updated copy of the schedule of insurance required by Section 3.4 above. In addition the Construction Manager will advise the Owner in writing promptly of any default in the payment of any premium and of any other act or omission on the part of the Construction Manager which may invalidate or render unenforceable, in whole or in part, any insurance being maintained by the Construction Manager pursuant to this Agreement.

4.6 **No Duty of Agent to Verify or Review.** No provision of this Agreement shall impose on the Owner or any Financing Party any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the Construction Manager, nor shall any of the foregoing parties be responsible for any representations or warranties made by or on behalf of the Construction Manager to any insurance company or underwriter. Any failure on the part of any of the foregoing parties to pursue or obtain the evidence of insurance required by this Agreement from the Construction Manager and/or failure of any of the foregoing parties to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Agreement.

4.7 **Certificates.** All certificates and all notices required pursuant to this Exhibit must be sent to the attention of:

Avi Halpert
United Therapeutics Corporation
1040 Spring Street
Silver Spring, Maryland 20910

4.8 **No Limitation.** The insurance provisions of this Agreement shall not be construed as a limitation on the Construction Manager's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

Section 5. Subguard Insurance/ Payment and Performance Bonds

If approved in writing in advance by Owner, instead of requiring Subcontractors to provide payment and performance bonds, Construction Manager may provide Subcontractor Default Insurance (the "Subguard Insurance") to cover its Subcontractors' Work and performance on this Project. Construction Manager shall provide an "Owner's Assignment Endorsement" naming the Owner as an additional insured, and such endorsement shall become a part of the Subguard Insurance. Such endorsement shall provide that the Subguard Insurance is assignable only in the event of the insolvency of the Construction Manager. Construction Manager shall also provide a "Lender's Endorsement") naming the Financing Parties (if any) as an additional insured, and this endorsement shall become a part of the Subguard Insurance.

If a Subcontractor is not eligible to be covered under the Subguard Insurance, such Subcontractor shall provide 100% performance and payment bonds.

Construction Manager warrants and represents that no Subcontractor used to perform any part of the Work will be omitted or excluded from coverage under the Subguard Insurance (except as noted above) and that the Subguard Insurance shall apply to all Losses under that policy except as excluded by Exclusions F (nuclear radiation), G (war), and H (terrorism) thereof. (For bonded Subcontractors, the Construction Manager and the Owner shall be named as obligees under the bonds, and the cost of such bonds shall not increase the GMP.)

The existence of the Subguard Insurance does not limit the liability of the Construction Manager under the Contract Documents.

Construction Manager shall give the Owner notice of any default by a Subcontractor or Supplier in connection with this Project on which that Subcontractor or Supplier holds a contract with the Construction Manager, and Construction Manager shall keep Owner fully apprised of the amount and status of any claims made under the Subguard Insurance policy that may diminish the limits available to this Project. Premiums associated with the Subguard Insurance are included in the GMP, and any additional premium shall not

be paid as a Cost of the Work, unless such additional premium amount is a direct result of a Change Order for which the Owner is responsible.

OWNER INSURANCE REQUIREMENTS

The Owner shall provide the following insurance coverage:

Builder's Risk Insurance. From commencement of construction until Substantial Completion of the Work, the Owner shall provide Builder's Risk insurance covering property damage on an "all risk" basis insuring the Construction Manager, it's Subcontractors and the Owner, as their interests may appear, and naming the Financing Party and the Owner as loss payees, including coverage for the perils of earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), wind, flood, terrorist acts, if commercially available for similar operations in the region of the United States where the Project is located at commercially reasonable pricing.

(A) Property Covered: The builder's risk insurance shall provide coverage for (i) the buildings, all fixtures, materials, supplies, machinery and equipment of every kind to be used in, or incidental to, the construction, (ii) new underground works, sidewalks, paving, site works and excavation works and landscaping, (iii) the Work, (iv) property of others in the care, custody or control of the Construction Manager or of a Subcontractor, (v) all preliminary works and temporary works, (vi) foundations and other property below the surface of the ground, and (vii) electronic equipment and media.

(B) Additional Coverages: The builder's risk policy shall insure (i) the cost of preventive measures to reduce or prevent a loss, (ii) inland transit with sub-limits sufficient to insure the largest single shipment to or from the Project site from anywhere within the United States or Canada (iii) attorney's fees, engineering and other consulting costs, and permit fees directly incurred in order to repair or replace damaged insured property, (iv) expediting expenses, (v) off-site storage with sub-limits sufficient to insure the full replacement value of any property or equipment not stored on the Project site, (vi) the removal of debris, and (vii) demolition and increased costs of construction due to the operation of building laws or ordinances in an amount not less than \$5,000,000.

(C) Special Clauses: The builder's risk policy shall include (i) a 72 hour flood/storm/earthquake clause, (ii) an unintentional errors and omissions clause, (iii) a requirement that the insurer pay losses within 30 days after receipt of an acceptable proof of loss or partial proof of loss, (iv) an other insurance clause making this insurance primary over any other insurance and (v) a clause stating that the policy shall not be subject to cancellation by the insurer except for non-payment of premium, fraud or material misrepresentation.

(D) Prohibited Exclusions: The builder's risk policy shall not contain any (i) coinsurance provisions, or (ii) exclusion for loss or damage resulting from freezing or mechanical breakdown.

(E) Sum Insured: The builder's risk policy shall (i) be on a completed value form, with no periodic reporting requirements, (ii) insure 100% of the replacement value of the Improvements (except with respect to flood and earthquake, in each case, the policy shall be in an amount not less than \$10,000,000), and (iii) value losses at replacement cost, without deduction for physical depreciation or obsolescence including custom duties, taxes and fees (if rebuilt or repaired).

(F) Deductible: The Construction Manager shall be obligated to pay the first \$10,000 of the deductible for each builder's risk claim (which shall be reimbursable as Cost of the Work to the extent provided by the Agreement).

(G) Payment of Loss Proceeds: The Builder's Risk policy shall provide that the proceeds of such policy shall be payable solely to the Owner and/or the Financing Party.

(H) Loss Adjustment and Settlement: A loss under the Builder's Risk policy shall be adjusted with the insurance companies, including the filing in a timely manner of appropriate proceedings, by the Owner, subject to the reasonable approval of the Construction Manager.

(I) Miscellaneous Policy Provisions: The Builder's Risk policy shall (i) not include any annual or term aggregate limits of liability except as regards the insurance applicable to the perils of flood and earth movement and pollutant clean up of land and water at the Land (project site), (ii) shall not include coverage for mold conditions, and (iii) include a clause requiring the insurer to make final payment on any claim within 30 days after the submission of proof of loss and its acceptance by the insurer.

Exhibit E

Forms of Waivers of Liens and Claims

(see attached)

CONTRACTOR AFFIDAVIT AND PARTIAL RELEASE OF LIENS AND CLAIMS

OWNER:

CONTRACTOR:

PROJECT :

CONTRACT DATE:

FROM:

STREET:

CITY, ST.:

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of payments made by ("Owner") to the undersigned or to a Subcontractor, Materialman, or Supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Contract, hereby affirms, certifies and warrants as follows:

1. Payment Request No. _____ represents the actual value of work performed through the above indicated payment request period for which payment is due under the terms of the Contract (and all authorized changes thereto) between the undersigned and Owner relating to the Project, including (i) all labor expended in the construction of the Project, (ii) all materials, fixtures and equipment delivered to Project, (iii) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Owner and for which payment therefore is permitted by the Contract and all requirements of said Contract with respect to materials stored offsite have been fulfilled, (iv) all services performed in the construction of the Project, and (v) all equipment used, for provided for use, in the construction of the Project. Such work including items (I) through (v) is hereafter collectively referred to as "work performed in the construction of the Project".
2. Except for retainage, if applicable, there are no outstanding claims against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the _____ day of _____, 200____, except as follows (together with retainage, "Reserved Claims"):

Description	Maximum Amount

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against the Owner and/or its lenders, or the Project.
-

4. Except with respect to Reserved Claims, the undersigned has paid in full all laborers, and, subject to retainage, all Subcontractors, Suppliers, Materialmen, trade unions and others with respect to all work performed in the construction of the Project through day of , 200 . Except with respect to Reserved Claims, no such party has filed or can properly file any claim, demand, lien, encumbrance or action against the Owner and/or its lenders, or the Project.

5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title to the same to the Owner.

6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Contract, and excepting Reserved Claims, the undersigned does hereby forever waive and release in favor of the Owner and its lenders, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the day of , 200 , (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against the Owner and/or its lenders, or the Project.

III. Indemnification

Except with respect to Reserved Claims, the undersigned hereby agrees to indemnify and hold harmless the Owner and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been performed in construction of the Project through the of , 200 , (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Affidavit, Waiver and Release of Liens, and upon the request the Owner or

its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

Date: _____

(Contractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this day of ,
200 .

Notary Public

My Commission Expires:



**CONTRACTOR FINAL AFFIDAVIT, WAIVER AND RELEASE OF LIENS AND
CLAIMS**

OWNER:

CONTRACTOR:

PROJECT :

CONTRACT DATE:

FROM:

STREET:

CITY, ST.:

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of final payment made by (“Owner”) to the undersigned or to a subcontractor, materialman, or supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Contract, hereby affirms, certifies and warrants as follows:

1. Upon receipt of the sum of \$ _____, the undersigned will have received final payment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Owner relating to the Project, including (1) all labor expended in the construction of the Project, (2) all materials, fixtures and equipment delivered to the site and either incorporated or to be incorporated into the Project, (3) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Owner and for which payment therefor is permitted by the Contract and all requirements of said Contract with respect to materials stored offsite have been fulfilled, (4) all services performed in the construction of the Project, and (5) all equipment used, or provided for use, in the construction of the Project. Such work including items (1) through (5) is hereafter collectively referred to as “work performed in the construction of the Project.”

2. Except for receipt of final payment as set forth in paragraph 1, there are no outstanding claims against the Owner and/or its lenders, or the Project, in connection with the work performed in the construction of the Project.

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against the Owner and/or its lenders, or the Project.

4. The undersigned has paid in full all laborers, and, subject to retainage, all subcontractors, suppliers, materialmen, trade unions and others with respect to all work

performed in the construction of the Project. No such party has filed or can properly file any claim, demand, lien, encumbrance or action against the Owner and/or its lenders, or the Project.

5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title of the same to the Owner.

6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Contract, the undersigned does hereby forever waive and release in favor of the Owner and its lenders, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the day of _____, 200 , (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against the Owner and/or its lenders, or the Project.

III. Indemnification

The undersigned hereby agrees to indemnify and hold harmless the Owner and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been performed in construction of the Project through the _____ of _____, 200 , (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Final Affidavit, Waiver and Release of Liens and Claims, and upon the request of the Owner or its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

This Final Affidavit, Waiver and Release of Liens and Claims shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written for extra or additional work

on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

Date: _____

(Contractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this day of ,
200 .

Notary Public

My Commission Expires:



SUBCONTRACTOR AFFIDAVIT AND PARTIAL RELEASE OF LIENS

OWNER:

CONTRACTOR:

PROJECT :

SUBCONTRACT DATE:

PURCHASE ORDER NO.

FROM:

STREET:

CITY, ST.:

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of payments made by ("Contractor") to the undersigned or to a Subcontractor, Materialman, or Supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Subcontract or Purchase Order, hereby affirms, certifies and warrants as follows:

1. Payment Request No. _____ represents the actual value of work performed through the above indicated payment request period for which payment is due under the terms of the Subcontract or Purchase Order (and all authorized changes thereto) between the undersigned and Contractor relating to the Project, including (I) all labor expended in the construction of the Project, (ii) all materials, fixtures and equipment delivered to Project, (iii) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Contractor and for which payment therefore is permitted by Contractor=s contract with the Owner and all requirements of said contract with respect to materials stored offsite have been fulfilled, (iv) all services performed in the construction of the Project, and (v) all equipment used, for provided for use, in the construction of the Project. Such work including items (I) through (v) is hereafter collectively referred to as "work performed in the construction of the Project."

2. Except for retainage, if applicable, there are no outstanding claims against Contractor and/or its sureties, the Owner of the Project and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the day of _____, 200__ except as follows (together with retainage, "Reserved Claims"):

Description	Maximum Amount

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.
4. Except with respect to Reserved Claims, the undersigned has paid in full all laborers, and, subject to retainage, all Subcontractors, Suppliers, Materialmen, trade unions and others with respect to all work performed in the construction of the Project through day of _____, 200 . No such party has filed or can properly file any claim, demand, lien, encumbrance or action against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.
5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title to the same to Contractor or the Owner.
6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.
7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.
8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Subcontract Agreement or the Purchase Order, as applicable, and excepting Reserved Claims, the undersigned does hereby forever waive and release in favor of Contractor and its sureties, the Owner of the Project and its lenders, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the day of _____, 200 , (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

III. Indemnification

Except with respect to Reserved Claims, the undersigned hereby agrees to indemnify and hold harmless Contractor and its sureties, and the Owner of the project and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly

or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been performed in construction of the Project through the _____ of _____, 200____, (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Affidavit, Waiver and Release of Liens, and upon the request of Contractor, its sureties, the Owner of the Project or its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

Date: _____

(Subcontractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this _____ day of _____,
200____.

Notary Public

My Commission Expires:

SUBCONTRACTOR FINAL AFFIDAVIT, WAIVER AND RELEASE OF LIENS

OWNER:

CONTRACTOR:

PROJECT :

SUBCONTRACT DATE:
PURCHASE ORDER NO.

FROM:
STREET:
CITY, ST.:

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of final payment made by (“Contractor”) to the undersigned or to a subcontractor, materialman, or supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Subcontract or Purchase Order, hereby affirms, certifies and warrants as follows:

1. Upon receipt of the sum of \$ _____, the undersigned will have received final payment under the terms of the Subcontract or Purchase Order (and all authorized changes thereto) between the undersigned and Contractor relating to the Project, including (1) all labor expended in the construction of the Project, (2) all materials, fixtures and equipment delivered to the site and either incorporated or to be incorporated into the Project, (3) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Contractor and for which payment therefor is permitted by Contractor’s contract with the Owner and all requirements of said contract with respect to materials stored offsite have been fulfilled, (4) all services performed in the construction of the Project, and (5) all equipment used, or provided for use, in the construction of the Project. Such work including items (1) through (5) is hereafter collectively referred to as “work performed in the construction of the Project.”

2. Except for receipt of final payment as set forth in paragraph I, there are no outstanding claims against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project, in connection with the work performed in the construction of the Project.

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.
4. The undersigned has paid in full all laborers, and, subject to retainage, all subcontractors, suppliers, materialmen, trade unions and others with respect to all work performed in the construction of the Project. No such party has filed or can properly file any claim, demand, lien, encumbrance or action against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.
5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title of the same to Contractor or the Owner.
6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.
7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.
8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Subcontract Agreement or the Purchase Order, as applicable, the undersigned does hereby forever waive and release in favor of Contractor and its sureties, the Owner of the Project and its lenders and guarantors, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the _____ day of _____, 200____, (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

III. Indemnification

The undersigned hereby agrees to indemnify and hold harmless Contractor and its sureties, and the Owner of the project and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been

performed in construction of the Project through the _____ of _____, 200____, (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Final Affidavit, Waiver and Release of Liens and Claims, and upon the request of Contractor, its sureties, the Owner of the Project or its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

This Final Affidavit, Waiver and Release of Liens and Claims shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

Date: _____

(Subcontractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this _____ day of _____,
200____.

Notary Public

My Commission Expires:

EXHIBIT F

Other Documents

NORTH CAROLINA
WAKE AND DURHAM COUNTIES

**AMENDED CONDITIONS, COVENANTS, RESTRICTIONS, AND
RESERVATIONS AFFECTING PROPERTY OF:
THE RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA
WITH PORTIONS KNOWN AS THE RESEARCH TRIANGLE PARK AND
WITH PORTIONS KNOWN AS THE RESEARCH APPLICATIONS PARK I
AND RESEARCH APPLICATIONS PARK II**

THIS DECLARATION, made this 29th day of July, 1980, by THE RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA (successor in interest to THE PINELANDS COMPANY, INC.), hereinafter called the Grantor:

W I T N E S S E T H:

WHEREAS, by instrument dated September 1, 1959, the Grantor herein executed a Declaration of Conditions, Covenants, Restrictions and Reservations affecting the property of said Grantor located within The Research Triangle Park; said Declaration being recorded in Book 261, Page 38, Durham County Registry; and

WHEREAS, the said Declaration was amended on the thirtieth day of November, 1960, said instrument being recorded in Book 273, Page 489, Durham County Registry; said Declaration was further amended by substituting an Amended Declaration in lieu thereof on the 1st day of August, 1965, said instrument being recorded in Book 314, Page 94, Durham County Registry; and

WHEREAS, it is the desire of the Grantor and other owners of land located within The Research Triangle Park and Research Applications Park to further amend and modify said restrictions and to subject the property described in Clause I to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, for the benefit of all other properties which may be included in The Research Triangle Park and in The Research Applications Park I and The Research Applications Park II, and for each owner thereof, as is more particularly set forth in Clause II; and

WHEREAS, in order to further amend and modify said Restrictions, The Research Triangle Owners and Tenants Association met on the 19th day of June, 1980, pursuant to notice properly given, and by a majority vote approved the amendments to said restrictions which are incorporated herein;

NOW, THEREFORE, THE RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA, successor in interest of the Pinelands Company, Inc., hereby amends and modifies that certain instrument dated September 1, 1959, recorded in Book 261, Page 38, Durham County Registry, as further amended by Declaration of Amended Conditions, Covenants, Restrictions and

Reservations dated August 1, 1965, and recorded in Book 314, Page 94, Durham County Registry, and makes this Amended Declaration in lieu thereof.

CLAUSE I
PROPERTY SUBJECT TO THIS DECLARATION

1. The real property which is now and shall be held, transferred, leased, subleased and occupied subject to the conditions, covenants, restrictions and reservations set forth herein, is located in Durham and Wake Counties, State of North Carolina, and is the area in the Durham County Zoning Ordinance designated as Research District as the same was established on August 3, 1959, as amended on August 5, 1963, and Research Applications as the same was established on February 1, 1965, and the area in the Wake County Zoning Ordinance designated as Research-Farming District as the same was established on January 4, 1960.

2. The Research Triangle Park. The portions of the property subject to the conditions, covenants, restrictions and reservations set forth herein which are known as The Research Triangle Park are bounded by the line joining the following North Carolina State Plane Coordinate System Coordinates in sequence:

<u>Coordinate No.</u>	<u>North</u>	<u>East</u>	<u>Line Description</u>
1	791,333	2,041,209	1-5 Within the right of way of the North-South Freeway from the West Service Rd South to the Cornwallis Rd Interchange
2	790,217	2,041,107	
3	789,432	2,040,908	
4	787,539	2,040,282	
5	786,448	2,039,874	5-6 Eastward along Cornwallis Rd and within the area of the Cornwallis Rd, North-South Freeway Interchange
6	785,776.020	2,040,411.496	
7	785,369.13	2,040,682.09	6-7 along the Northern right of way line of Cornwallis Road from the North-South Freeway east to the property of the United States Government
8	786,187.33	2,041,475.91	
9	786,061.20	2,041,691.76	7-14 the northwestern, northeastern, and eastern property lines of the United States Government tract

10	785,096.88	2,041,873.97
11	784,657.66	2,041,567.75
12	784,528.02	2,041,496.33
13	784,493.43	2,041,464.21

Coordinate No.	North	East	Line Description
14	784,359.99	2,041,355.42	
15	784,000	2,041,580	14-17 within the right of way of Cornwallis Rd east to a point about 350 feet west of the center line of Southern Railway
16	783,441	2,042,753	
17	783,254	2,043,201	
18	782,524	2,042,874	17-21 a line east and south off property of the American Association of Textile Chemist and Colorist from Cornwallis Rd to Davis Drive
19	782,416	2,043,066	
20	781,412	2,042,506	
21	780,920	2,041,545	21-23 within the right of way of Davis Drive south to NC Hwy 54
22	780,120	2,041,273	
23	779,137	2,040,752	23-24 within the right of way of NC Hwy 54 west to the proposed North-South Freeway
24	781,625	2,036,468	
25	780,631	2,036,661	24-28 within the right of way of the proposed North-South Freeway south to Hopson Road
26	778,017	2,038,015	
27	776,874	2,038,463	
28	773,928	2,039,307	28-33 within the right of way of Hopson Road as proposed west to the West Service Road at Alston Avenue Road
29	773,516	2,036,136	
30	773,563	2,035,222	
31	773,910	2,034,495	
32	774,366	2,034,154	
33	776,048	2,033,604	33-40 within the right of way of the proposed West Service Road North

to NC Hwy 54		
34	776,659	2,034,195
35	778,000	2,035,000
36	778,930	2,035,404
37	779,165	2,035,491
38	780,000	2,035,640
39	780,394	2,035,622

Coordinate No.	North	East	Line Description
40	782,096	2,035,399	40-48 within the right of way of the proposed West Service Road north to Cornwallis Road
41	782,638	2,035,423	
42	784,007	2,035,885	
43	785,173	2,036,089	
44	786,100	2,036,064	
45	788,050	2,036,018	
46	788,700	2,036,135	
47	789,347	2,036,480	
48	790,008	2,037,003	48-51-1 within the right of way of the proposed West Service Road North and East to the North-South Freeway and the point of beginning
49	791,006	2,037,795	
50	791,490	2,038,410	
51	791,586	2,039,220	
1	791,333	2,041,209	

Save and except that portion of the above-described property described as follows:

BEGINNING at an existing concrete monument located in the Easternmost right-of-way of T.W. Alexander Drive (West service road), said concrete monument having North Carolina Grid Co-ordinates N 787,752.004, E 2,036,096.761, running thence along and with the Easternmost right-of-way of T.W. Alexander Drive North 00° 15' 00" West 295.01 feet to an existing concrete monument; thence along and with the Easternmost right-of-way line of T.W. Alexander Drive as it curves to the East, said curve having a radius of 2,216.83, a distance of 1,254 feet to a new iron pipe located in said Easternmost right-of-way line of T.W. Alexander Drive; thence continuing with said right-of-way to T.W. Alexander Drive, North 36° 56' 46" East 299.84 feet to a stake located in said Easternmost right-of-way line; thence continuing with said Easternmost right-of-way of T.W. Alexander Drive, North 38° 24' 00" East 503.50 feet to an existing concrete monument; thence North 78° 00' 36" East 80.43 feet to an existing concrete monument located in the Southern-most right-of-way line of Cornwallis Road; thence along and

with the Southernmost right-of-way line of Cornwallis Road the following courses and distances: South 44° 20' 29" East 1,455.24 feet to an existing concrete monument; South 44° 20' 00" East 311.62 feet to a new iron pipe; thence South 40° 49' 54" East 227.50 feet to a new iron pipe; thence South 37° 12' 12" East 268.79 feet to an existing concrete monument located in the Southernmost right-of-way line of Cornwallis Road; thence leaving the Southernmost right-of-way line of Cornwallis South 30° 25' 00" West 1,441.38 feet to an existing concrete monument; thence North 59° 35' 00" West 798.44 feet to an existing iron pipe; thence North 46° 31' 00" East 103.93 feet to an existing iron pipe; thence North 41° 21' 00" East 121.13 feet to an existing concrete monument; thence North 27° 01' 00" West 314.00 feet to an existing iron pipe; thence South 86° 11' 00" West 1,105.73 feet to the point and place of BEGINNING and containing 90.4537 acres, more or less, according to a plat of a survey by Boney & Associates, Inc., Engineering and Surveying, Raleigh, North Carolina, dated 4-23-80, and revised 4-25-80, entitled "Property of Research Triangle Foundation of N.C."

3. The Research Application Park I. The portion of the property subject to the conditions, covenants, restrictions and reservations set forth herein which is known as The Research Applications Park I is described as follows and shall include such other property located within The Research Applications Park II as shall be so designated and restricted by deed from The Research Triangle Foundation of North Carolina, all as is further provided by Paragraph 5 (b) hereinafter.

BEGINNING at an existing concrete monument located in the Easternmost right-of-way of T. W. Alexander Drive (West service road), said concrete monument having North Carolina Grid Co-ordinates N 787,752.004, E 2,036,096.761, running thence along and with the Easternmost right-of-way of T. W. Alexander Drive North 00° 15' 00" West 295.01 feet to an existing concrete monument; thence along and with the Easternmost right-of-way of T. W. Alexander Drive as it curves to the East, said curve having a radius of 2,216.83, a distance of 1,254 feet to a new iron pipe located in said Easternmost right-of-way of T. W. Alexander Drive; thence continuing with said right-of-way of T. W. Alexander Drive, North 36° 56' 46" East 299.84 feet to a stake located in said Easternmost right-of-way line; thence continuing with said Easternmost right-of-way of T. W. Alexander Drive, North 38° 24' 00" East 503.50 feet to an existing concrete monument; thence North 78° 00' 36" East 80.43 feet to an existing concrete monument located in the Southernmost right-of-way line of Cornwallis Road; thence along and with the Southernmost right-of-way line of Cornwallis Road the following courses and distances: South 44° 20' 29" East 1,455.24 feet to an existing concrete monument; South 44° 20' 00" East 311.62 feet to a new iron pipe; thence South 40° 49' 54" East 227.50 feet to a new iron pipe; thence South 37° 12' 12" East 268.79 feet to an existing concrete monument located in the Southernmost right-of-way line of Cornwallis Road; thence leaving the Southernmost right-of-way line of Cornwallis Road, South 30° 25' 00" West 1,441.38 feet to an existing concrete monument; thence North 59° 35' 00" West 798.44 feet to an existing iron pipe; thence North 46° 31' 00" East 103.93 feet to an existing iron pipe; thence North 41° 21' 00" East 121.13 feet to an existing concrete monument; thence North 27° 01' 00" East 314.00 feet to an existing iron pipe; thence South 86° 11' 00" West 1,105.73 feet to the point and place of BEGINNING and containing 90.4537 acres, more or less, according to a plat of a survey by Boney & Associates, Inc., Engineering and Surveying,

4. The Research Applications Park II The portions of the property subject to the conditions, covenants, restrictions and reservations set forth herein which are known as The Research Applications Park II are all portions of the area described in Paragraph I of this Clause not within The Research Triangle Park or Research Applications Park I.

CLAUSE II

CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS

1. PURPOSE.

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions and reservations hereby declared for the following purposes:

- (a) To establish The Research Triangle Park and The Research Applications Park as areas devoted to research and scientifically-oriented production activities, and related operations and activities which can benefit from a locational relationship with North Carolina State University at Raleigh, the University of North Carolina at Chapel Hill and Duke University, with the express purpose of furthering the development of the State of North Carolina.
- (b) To develop The Research Triangle Park and The Research Applications Park with a park-like character which will ensure their being a continuing asset to The Research Triangle area and to the State of North Carolina.
- (c) To ensure adequate and reasonable development of The Research Triangle Park and The Research Applications Park.
- (d) To ensure proper, desirable use and appropriate development and improvement of each site with The Research Triangle Park and The Research Applications Park.
- (e) To protect the owners of buildings against improper and undesirable use of surrounding building sites as will depreciate the value of their properties.
- (f) To guard against the erections of structures built of improper or unsuitable materials.
- (g) To encourage the erection of attractive improvements, with appropriate locations on building sites thereof.
- (h) To ensure and maintain proper setbacks from streets, and adequate open spaces between structures which will insure a park-like character.
- (i) In general, to provide for a high type and quality of improvement of said property.

2. OWNERS AND TENANTS ASSOCIATION

There is hereby established The Research Triangle Owners and Tenants Association, hereinafter referred to as the "Association". Each owner or lessee of one acre or more of land within The Research Triangle Park and The Research Applications Park which is subject to these conditions, covenants, restrictions and reservations and which is used for research or scientifically-oriented production purposes, specifically excluding The Research Triangle Foundation of North Carolina, is a member of the Association.

Land shall be deemed to be used for research or scientifically-oriented production purposes when the principal facility located thereon is for such purposes, or if such facility has not been completed, when the foundations therefor have been laid in accordance with plans approved by the Board of Design.

Voting rights for members of the Association are based on the following Schedule:

Owners of land — two votes for each acre of land owned and not leased;
one vote for each acre of land owned and leased.

Lessees of land — one vote for each acre of land in the tract leased. Where there is more than one tenant, the total number of votes (equal to the total number of acres in the appropriate tract) allowed the lessees of the tract will be divided proportionately among the tenants according to that portion of the total floor space each occupies.

No owner who owns less than one acre shall be entitled to a vote, and no lessee whose proportionate voting right would result in its having less than one vote shall be entitled to any vote.

The Association may establish its own bylaws for the conduct of its affairs, which include reasonable notice to each member prior to any meeting.

Decisions of the Association shall be by majority of votes cast, except as otherwise provided herein.

Should the United States Government be either an owner or tenant within The Research Triangle Park or The Research Triangle Applications Park, the United States Government shall not be entitled to a vote in any meeting of the Association, nor shall the United States Government be bound by any bylaws or regulations adopted by said Association.

For the purpose of participating in the activities of the Owners and Tenants Association and for the purpose of exercising voting rights of the Association, the person in charge of the research facility, scientifically-oriented production facility, or other activity located on the property subject to these restrictions shall be deemed to have the authority to act for and on behalf of the person, firm or corporation which is the actual owner or tenant of such facility.

3. BOARD OF DESIGN

There is hereby established a Board of Design which shall consist of five members. So long as 20 percent or more of The Research Triangle Park and The Research Applications Park acreage subject to these covenants, exclusive of public roadways and areas not restricted to research or scientifically-oriented production purposes is owned by The Research Triangle Foundation of North Carolina, three members of such Board shall be appointed by the company and two members of that Board shall be elected by members of the Association. At such time as less than 20 percent of the land subject to these covenants exclusive of public roadways and areas not restricted to research or scientifically-oriented production purposes is owned by The Research Triangle Foundation of North Carolina, that company shall appoint two members of such Board and three members thereof shall be elected by members of the Association. The members of such Board appointed by The Research Triangle Foundation of North Carolina, may be, but need not be, members or employees or representatives of members of the Association. The term of office of members of the Board of Design shall be for one year and shall run from September 1st of each year through the 31st day of August of the succeeding year.

No construction or exterior alteration of buildings, utilities, signs, pavements, landscaping and other facilities may be initiated without approval of plans by the Board of Design.

The Board of Design shall either approve or disapprove any plans submitted to it within thirty (30) days from the date on which they are submitted to the said Board, and failure to either approve or disapprove within the period shall constitute approval of said plans.

Three members of the Board of Design shall constitute a quorum. Actions of the Board will be by majority vote of those members in attendance at any meeting at which there is a quorum present.

The Board of Design shall promulgate bylaws and operating procedures for the conduct of its affairs; such bylaws shall provide for reasonable notice to each Board member prior to any meeting.

The following information, as appropriate, shall be submitted to the Board of Design for its approval of any plans:

- (a) Preliminary architectural plans for the proposed building or buildings.
- (b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.
- (c) A grading plan and planting plan, including screen walls and fences, for analysis of adequacy of visual screening, erosion control, and landscape architectural design.
- (d) A site plan showing utilities and utility easements, including any waste disposal fields.
- (e) An estimate of the maximum number of employees contemplated for the proposed development and timing of shifts during which they would work.

- (f) Plans for all signs to be erected, including details of sign's location, design, color and lighting.
- (g) A description of proposed operations in sufficient detail to permit judgement of whether or not they are permitted uses under the terms of then-existing zoning ordinance, including the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard of fire and explosion, radiation, radioactivity, electrical radiation, liquid wastes, or other performance characteristic that may be specified in the then-existing zoning ordinance.
- (h) Engineering and architectural plans for the solution of any problem indicated by item (g) above, including any necessary plans for compliance with the performance standards contained in the then-existing zoning ordinance.
- (i) Any other information required in order to ensure compliance with requirements contained herein.

4. APPEAL FROM BOARD OF DESIGN

Upon notification to the Board of Design that plans for any proposed facility will be submitted for review action, the Board shall give notice in writing promptly concerning the forth-coming review to the owners and tenants of all lands subject to these restrictions and lying within 500 yards of the property lines of the tract on which the proposed facility is to be located. Within five (5) days after granting approval of a proposed plan, the Board of Design shall notify all owners and tenants who were entitled to receive notices of the submission of the proposed plan of the action taken by the said Board of Design in connection with such proposed plans.

Any owner or tenant including The Research Triangle Foundation of North Carolina, whose property is subject to these conditions, covenants, restrictions and reservations may within thirty (30) days after action or decision by the Board of Design or after a plan is approved by failure of the Board of Design to act upon it, appeal therefrom to the Appeal Board hereinafter provided. The Appeal Board shall consist of three members, one of whom shall be appointed by The Research Triangle Foundation of North Carolina, and one of whom shall be elected by the members of the Association. The third member of such Appeal Board shall be a person selected by the other two members or in the event that they are unable to agree upon such third member, then such third member shall be a person designated by the then President of Duke University. The terms of office of the members of the Appeal Board shall be for three (3) years commencing August 1, 1965. It shall be sufficient and timely notice of appeal to the Appeal Board to direct a letter to such Board at its usual address and to deposit the same in the United States mail. The Appeal Board shall render its decision on all matters properly appealed to it within thirty (30) days from the date of such appeal. The decision of the Appeal Board shall be final. The Appeal Board shall keep a written record of all of its proceedings and records which records shall be open to inspection by any owner or tenant.

5. USE REGULATIONS

- (a) Land Restricted to Research Purposes. No land located within The Research Triangle Park shall be used for other than research purposes and work incidental thereto. No manufacture of processing enterprises shall be conducted except as such activities are adjunct of research activities conducted within The Research Triangle Park. There shall be no goods or products manufactured primarily for sale.
- (b) Research Applications Park I No land located within The Research Applications Park I shall be used for other than research purposes, or for research and production operations wherein: (1) because of the nature of the technology involved in such production (such as production of integrated circuits and solid state products), the research and production facilities on said land are mutually dependant, or (2) the production operations are: (i) developmental in nature, and (ii) substantially dependent on frequent and close collaboration with research personnel working in the research facilities on said land.

The Research Triangle Foundation of North Carolina reserves the right to subject by deed such land in The Research Applications Park II to the use regulations of this paragraph 5(b) with such modifications as may be appropriate. In no event shall any modification to the use regulations of The Research Applications Park I require less scientific input and activity than would be required by the industry standards set forth in Paragraph 5(c) hereinafter for The Research Applications Park II as they may subsequently be modified by action of The Research Triangle Owners and Tenants Association.

- (c) Research Applications Park II : Land Restricted to Research and Scientifically-Oriented Production Purposes. No land located within The Research Applications Park II shall be used for other than research purposes, for production facilities and operations with a high degree of scientific input, and for work incidental thereto.

In determining the initial degree of scientific input and activity the proportion of professional, technical and kindred workers to total employment for each facility as a desirable minimum shall be at least equal to the industry category average percents in the following table or to the same percent for all manufacturing industries combined (7.5%), whichever is greater. It is recognized that with the changing state of science and technology, the degree of scientific input in a facility cannot be expected to remain constant. (Percents in the following table are calculated from data in Table 2, PC (2) 7C, United States Census of Population, 1960, Occupation by Industry). The following table of average percentages may be modified by action of The Research Triangle Owners and Tenants Association following each decennial census; such action, if taken by the Association shall be recorded in the minutes of said Association.

INDUSTRY CATEGORY	DESIRABLE MINIMUM PERCENTAGES
Manufacturing Total	7.5
Furniture and Fixtures	2.0
Stone, Clay and Glass Products	5.0
Primary Metal	5.0
Primary Non-Ferrous	7.5
Fabricated Metal	9.5
Machinery, except electrical	9.5
Electrical Machinery, Equipment and Supplies	15.0
Motor Vehicles and Equipment	7.0
Aircraft and Parts	22.0
Other Transportation	6.0
Professional and Photographic Equipment and Watches	16.0
Miscellaneous Durable Goods Manufacturing	3.5
Food and Kindred Products	2.5
Tobacco	2.0
Textile Mill Products	2.0
Apparel and Other Fabricated Textiles	1.0
Paper and Allied Products	5.0
Printing, Publishing	9.0
Synthetic Fibers	11.0
Drugs and Medicines	19.0
Paints and Varnishes	10.5
Miscellaneous Chemicals and Allied Products	16.0
Petroleum and Coal Products	15.0
Rubber and Miscellaneous Plastic Products	6.0
Leather and Leather Products	0.1
Manufacturing not else where specified	3.5

- (d) Restrictions (a), (b) and (c) shall not prevent The Research Triangle Foundation of North Carolina from constructing, owning, operating, leasing, or conveying facilities for the primary use, enjoyment and convenience of owners and tenants of The Research Triangle Park and The Research Applications Park and their employees or of such groups or clubs as may be approved by the Association. Recreational facilities within The Research Applications Park may specifically include golf courses, skeet and trap shooting areas, and fishing areas. The type and location of service, commercial or recreational facilities shall be approved by the Association. Such facilities likewise shall be subject to the provisions of Sections 3 and 4 of Clause II of this Declaration.
- (e) Fences and Walls . No fence, masonry wall, hedge or mass planting shall extend into any front or side yard of any building except with the approval of the Board of Design.

6. RIGHT OF WAY EASEMENTS

Each owner and tenant of property subject to these restrictions hereby agrees to cooperate with The Research Triangle Foundation of North Carolina in the planning and granting of all easements necessary and reasonable for the further development of the Park and which do not interfere with present use or future development of its property. Easements include those for gas, water, sewage, telephone, entrance and access roads, and electrical lines. Nothing contained in this section shall be deemed to require the purchaser to grant any specific easement, nor to grant easements or right-of-way without full compensation therefore.

7. RESALE RIGHT

Each owner of property subject to these restrictions agrees that if it receives a bona fide offer to sell any property, located within The Research Triangle Park, The Research Applications Park I and The Research Applications Park II, that it will, before consummating such a sale, present The Research Triangle Foundation of North Carolina, in affidavit form, the terms and conditions of such proposed sale; and The Research Triangle Foundation of North Carolina reserves the right to purchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer made to the purchaser by any third party.

CLAUSE III

GENERAL PROVISIONS

1. EFFECTIVE DATE

These covenants shall become effective upon the sixth day of August, 1980

2. TO RUN WITH LAND

Except as otherwise set forth herein, the covenants herein set forth shall run with the land and shall bind the present owner, its successors, and assigns; all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said building sites, with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereof.

3. LIFE

Each of the conditions set forth above shall continue and be binding upon the Grantor, upon its successors and assigns, and upon each of them and all parties and all persons claiming under them, for a period of thirty (30) years from the first day of September, 1959.

4. AMENDMENT

- (a) Except for changing the life of these covenants, the same may be amended at any time by The Research Triangle Foundation of North Carolina, with the consent evidenced by

favorable vote of the majority of the votes cast, at a meeting of the members of the Owners and Tenants Association called for such purposes.

- (b) The life of the conditions and covenants may be changed only upon the written consent of The Research Triangle Foundation of North Carolina, and of the fee simple owners, exclusive of The Research Triangle Foundation of North Carolina, and exclusive of the United States Government, owning at least 90 percent of the lands subject to these covenants exclusive of the lands owned by The Research Triangle Foundation of North Carolina, and exclusive of the lands owned by the United States Government.

5. UNITED STATES GOVERNMENT

Should the United States Government become an owner or tenant within The Research Triangle Park, The Research Applications Park I or The Research Applications Park II, no covenant, restriction or regulation shall be effective as against the United States Government so long as it owns or leases such property if the said covenant, restrictions or reservation is in violation of any regulation having the effect of law.

These covenants, restrictions, and regulations shall be binding in all respects upon any grantee or lessee of the United States Government of any property which the United States Government may own or lease with The Research Triangle Park, The Research Applications Park I or The Research Applications Park II.

6. SEPARABILITY

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, The Research Triangle Foundation of North Carolina, has caused this instrument to be signed in its corporate name by its President, and attested by its Secretary, by order of its Board of Directors, the day and year first above written.

THE RESEARCH TRIANGLE FOUNDATION
of North Carolina

By: George A. Moore, Sr.
Sr. Vice President

(SEAL)
ATTEST;

Elizabeth J. Aycock
Assistant-Secretary

NORTH CAROLINA
DURHAM COUNTY

This is to certify that the foregoing Amendments to the Declaration of Conditions, Covenants, Restrictions and Reservations dated the 1st day of September, 1959, as modified November 30,

1960, and further amended on the 1st day of August, 1965, were approved by a majority vote of The Research Triangle Owners and Tenants Association at a meeting of said Association held on June 19, 1980, called for the purpose of considering said amendments; and said amended Declaration was approved in its entirety. This the 29th day of July, 1980.

Peter J. Chenery
Peter J. Chenery, President of Research
Triangle Owners and Tenants Association

NORTH CAROLINA
ORANGE COUNTY

This is to certify that on the 4th day of August, 1980, before me personally came George A. Moore, Jr., Sr. Vice President, with whom I am personally acquainted, who, being by me duly sworn says that he is the Sr. Vice President and Elizabeth J. Aycock is the Assistant Secretary of The Research Triangle Foundation of North Carolina, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Sr. Vice President, and the said Sr. Vice President and Assistant Secretary subscribed their names thereto, and said common seal was affixed, and that said instrument is the act and deed of said corporation. WITNESS my hand and notarial seal, this the 4th day of August, 1980.

Maxine F. Bondy
Notary Public

My Commission Expires:
November 17, 1984 (SEAL)

NORTH CAROLINA
DURHAM COUNTY

This is to certify that on the 29th day of July, 1980, before me personally came Peter J. Chenery with whom I am personally acquainted, who being by me duly sworn, says that he is the President of The Research Triangle Owners and Tenants Association, and acknowledged the due execution of the foregoing certificate for The Research Triangle Owners and Tenants Association. This the 29th day of July, 1980.

Doris K. Schroeder
Notary Public

My Commission Expires:
October 3, 1984 (SEAL)

Recorded: Book 1035, Pages 685-699
Durham County, Register of Deeds
August 5, 1980

Prepared by and Mail to:
William P. Few
Post Office Box 10096
Raleigh, North Carolina 27605

STATE OF NORTH CAROLINA

WAKE AND DURHAM COUNTIES

EXTENSION OF TERM OF:
AMENDED CONDITIONS, COVENANTS, RESTRICTIONS AND
RESERVATIONS AFFECTING PROPERTY OF:
RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA
WITH PORTIONS KNOWN AS RESEARCH TRIANGLE PARK
AND
WITH PORTIONS KNOWN AS RESEARCH APPLICATIONS PARK I AND
RESEARCH APPLICATIONS PARK II

THIS EXTENSION of term and life of the Amended Conditions, Covenants, Restrictions and Reservations of the Research Triangle Park, Research Applications Park I and Research Applications Park II, is made and entered into effective the 31st day of August, 1989 by the Research Triangle Foundation of North Carolina to acknowledge its written consent thereto and by the fee simple owners of ninety percent (90%) of the lands subject to the amended conditions, covenants, restrictions and reservations referred to herein, exclusive of the lands owned by the Research Triangle Foundation of North Carolina and by the United States Government;

WITNESSETH:

WHEREAS, by instrument dated September 1, 1959, the Pinelands Company, Inc., predecessor in interest to the Research Triangle

Foundation of North Carolina, executed a Declaration of Conditions, Covenants, Restrictions and Reservations affecting the property of the Pinelands Company, Inc., with portions known as the Research Triangle Park and with portions known as the Research Applications Park; said Declaration being recorded in Book 261, Page 39, Durham County, North Carolina Registry; and

WHEREAS, the said Declaration was amended on the 30th day of November, 1960, said instrument being recorded in Book 273, Page 489, Durham County, N.C. Registry; said Declaration was further amended by substituting an Amended Declaration in lieu thereof on the 1st day of August, 1965, said instrument being recorded in Book 314, Page 94, Durham County, N.C. Registry, and in Book 1683, Page 559, Wake County, N.C. Registry; said Declaration was further amended by substituting a subsequent Amended Declaration in lieu thereof on the 29th day of July, 1980, said instrument being recorded in Book 1035, Page 685, Durham County, N.C. Registry, and in Book 3679, Page 26, Wake County, N.C. Registry; said Declaration was then further amended by the following: instrument of Modification and Amendment dated the 17th day of March, 1981 and recorded in Book 1125, Page 232, Durham County, N.C. Registry and in Book 3679, Page 41, Wake County, N.C. Registry; instrument of Modification and Amendment dated the 1st day of November, 1982, and recorded in Book 1097, Page 706, Durham County, N.C. Registry, and Book 3679, Page 46,

Wake County, N.C. Registry; and by Declaration subjecting additional property to the Amended Covenants dated the 17th day of March, 1986, and recorded in Book 1270, Page 222, Durham County Registry, and Book 3679, Page 53, Wake County Registry (hereinafter "Amended Covenants"); and

WHEREAS, the Amended Covenants provide in part that they are to run with the land and shall be binding upon the owners and all parties claiming under them for a period of thirty (30) years from the 1st day of September, 1959.

WHEREAS, the Amended Covenants further provide in part that the life of the conditions and covenants may be changed only upon the written consent of the Research Triangle Foundation of North Carolina and of the fee simple owners, exclusive of the Research Triangle Foundation of North Carolina, and exclusive of the United States Government, owning at least ninety percent (90%) of the land subject to the Amended Covenants exclusive of the lands owned by the Research Triangle Foundation of North Carolina, and exclusive of lands owned by the United States Government.

WHEREAS, the Research Triangle Foundation of North Carolina, as the Developer of the Research Triangle Park, and the fee simple owners of at least ninety percent (90%) of the land subject to the Amended Covenants (exclusive of lands owned by the Research Triangle Foundation of North Carolina

and the lands owned by the United States Government) desire to change and extend the term and life of the Covenants for an additional thirty (30) year period.

NOW, THEREFORE, the Research Triangle Foundation of North Carolina and the undersigned fee simple owners, do hereby execute this instrument, which shall be recorded in the Durham County, N.C. Registry and the Wake County, N.C. Registry for the purpose of amending the Amended Covenants to extend the term and life thereof to August 31, 2019.

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IN WITNESS WHEREOF, the undersigned fee simple owners of ninety percent (90%) or more of the lands subject to the Amended Covenants (exclusive of lands owned by the Research Triangle Foundation of North Carolina and lands owned by the United States Government) and the Research Triangle Foundation of North Carolina, which executes this instrument to evidence its written consent thereto; have caused this instrument to be signed, attested and sealed on the date and in the capacity indicated hereinafter.

CONSENT TO:
EXTENSION OF COVENANTS
RESEARCH TRIANGLE PARK, N.C.

RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA

By: /s/ James O. Roberson

Title: President

ATTEST:

/s/ Elizabeth J. Aycock

Title: Secretary

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Before me, the undersigned a Notary Public within and for the County and State aforesaid, personally appeared this day James O. Roberson and Elizabeth Aycock who, being by me first duly sworn, say that they are the President and Secretary respectively, of RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA, that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the President and Secretary acknowledged the writing to be the act and deed of the corporation.

WITNESS my hand and notarial seal, this 31 day of August, 1989.

/s/ Wanda F. Licter

Notary Public

My Commission expires:

June 16, 1991

CONSENT TO:
EXTENSION OF COVENANTS
RESEARCH TRIANGLE PARK, N.C.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By: /s/ J.F. Gagliardi, Jr.

Title: J.F. Gagliardi, Jr.

IBM Director of Real Estate
Acquisition and Planning
Real Estate and Construction

ATTEST:

/s/ A.R. Wolfert

Title: A.R. Wolfert

Staff Corporate Counsel
Real Estate and Construction

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Before me, the undersigned a Notary Public within and for the County and State aforesaid, personally appeared this day J.F. Gagliardi and A.R. Wolfert who, being by me first duly sworn, say that they are the IBM Director and Staff Corporate Counsel, respectively, of INTERNATIONAL BUSINESS MACHINES CORPORATION, that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the IBM Director and Staff Corporate Counsel acknowledged the writing to be the act and deed of the corporation.

WITNESS my hand and notarial seal, this 23rd day of August, 1989.

/s/ Earl M. Wunderli

Notary Public

My Commission expires:

EARL M. WUNDERLI

NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1993

Excerpts from the Durham County

Unified Development Ordinance

The Durham portion of RTP is zoned "Science Research Park"(SRP). For more in depth information please refer to:

<http://www.durhamnc.gov/departments/planning/udo/>

4.3.5 Science Research Park (SRP)

The SRP District is established to provide an area for business and scientific research and development, for training, and for production of prototype products, plans or designs in a low-density, open, campus-like setting. The purpose of such production is limited to research, development or evaluation of the merits of those products, plans or designs. The district is intended to accommodate research facilities, pilot plants, prototype production facilities and other manufacturing operations that require the continual or recurrent application of research knowledge and activity as an integral part of the manufacturing process. Offices and support services are allowed.

The SRP District is used to implement the Comprehensive Plan within those areas shown as the Suburban Tier.

4.3.6 Industrial Light (IL)

The IL District is established to provide for a wide range of light manufacturing, warehousing, and wholesaling activities as well as offices and some support services, all subject to minimum design standards intended to ensure such development is compatible with high visibility areas. Standards of this district are designed to minimize impacts on the environment and to assure compatibility with the surrounding area. It is the intent of this district to offer sites for those industries whose operations, exposure, location or traffic have minimal impact on adjacent properties.

The IL District is used to implement the Comprehensive Plan within those areas shown as the Suburban, Urban, Compact Neighborhood or Downtown Tiers.

4.3.7 Industrial (I)

The I District is established in order to provide sites for activities which involve major transportation terminals, and manufacturing facilities that have a greater impact on the surrounding area than industries found in the IL District. It is the intent of this district to provide an environment for industries that is unencumbered by nearby residential development.

The I District is used to implement the Comprehensive Plan within those areas shown as the Rural, Suburban or Urban Tiers.

Article 5 | Use Regulations

Sec. 5.1 Use Table

5.1.1 Use Table Key

A. Types of Uses

1. Permitted (P)

A "P" in the use table indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable requirements of this Ordinance. They are not subject to the limited use standards found in Sec. 5.3, Limited Use Standards.

2. Permitted Subject to Limitations (L)

An "L" indicates that a use shall be permitted by right, provided that the use meets the additional requirements imposed by the referenced section in the "Notes" column of the table. These could include appropriate limited use standards set forth in Sec. 5.3, Limited Use Standards, and, for residential uses, the intensity standards imposed in Article 6, District Intensity Standards, and/or the design standards imposed in Article 7, Design Standards. Such uses are subject to all other applicable requirements of this ordinance. The applicable requirements are cross-referenced in the far right column of the use table.

3. Special Use Permit Required (M or m)

An "M" (Major) or "m" (minor) indicates that a use is only allowed where approved as a special exception by the appropriate approving authority in accordance with the procedures set forth in Sec. 3.9, Special Use Permit. Special uses are subject to all other applicable requirements in this Ordinance, including the additional listed use standards in Sec. 5.3, Limited Use Standards, except where expressly modified by the approving authority as part of the special use approval. Minor special uses are approved by the Board of Adjustment and major special uses by the appropriate governing body.

4. Development Plan Required (*)

A stacked addition symbol ("+") indicates that a use may be permitted through approval of a development plan submitted as part of a planned development in accordance with Sec. 3.5, Zoning Map Change.

5. Not Permitted (Blank Cell)

A blank cell in the use table indicates that a use is not allowed in the respective district.

B. Use Categories

Characteristics, principal uses and accessory uses of the various use categories are found in Sec. 5.2, Use Categories.

* With the exception of residential uses, any use within the DDZ must be allowed in both the overlay and the underlying district.

5.3

Article 5 | Use Regulations
Sec. 5.1 Use Table

USE CATEGORY		RESIDENTIAL										NONRESIDENTIAL										PLANNED					OVER-LAY	NOTES:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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		RESIDENTIAL					NONRESIDENTIAL					PLANNED					OVERLAY			
KEY: "P" = Permitted, "L" = Limited, "M" = Major Special Use Permit, "m" = Minor Special Use Permit, "u" = Development Plan Required. Blank cell = not allowed		RR	RS	RM	RUM	RO	RC	NC	OC	CO	SR	TR	PDR	CC	CC	CC	CC	CC	CC	CC
USE CATEGORY	SPECIFIC USE	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Parks and Open Areas	All parks and open areas, except as listed below	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
	Cemeteries, mausoleums, columbaria, memorial gardens	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Passenger Terminals	All passenger terminals, except as listed below	M																		
	Rail and Bus terminals	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m	L/m
Places of Worship	All places of worship																			
Social Service Institutions	All social service institutions																			
	Major offices	L/m																		
	Minor utilities	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
	TV/RD/TV/AM/FM Broadcast Antennae	L																		
Utilities	Wireless Communication Facility, except as Listed Below	L/M	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
	Wireless Communication Facility, Freestanding Nonconcealed	L/M/m	L/m																	

KEY: "P" = Permitted "L" = Limited "M" = Major Special Use Permit "N" = Minor Special Use Permit "LC" = Development Plan Required Blank cell = not allowed

Article 5 | Use Regulations
Sec. 5.1 Use Table

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Indoor Recreation	All indoor recreation, except as listed below						P				P																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

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USE CATEGORY	SPECIFIC USE	RR	RS	RS-M	RU	RU-M	RC	CN	OC	CG	CBD	SRP	IL	PDR	UC	CC	CP	MU	DDO	NOTES
Retail Sales and Service	All retail sales and service, except as listed below						P	P	L	P	P	P	P		L	+		+	P	5.3.4B
	Antique shop	L					P	P	P	P	P		P			+		+	P	5.3.4C
	Art, music, dance, photographic studio or gallery						P	P	P	P	P		P			+	+	+	P	
	Convenience store with gasoline sales						L	L	L	L	L		L						L	5.3.4F
	Drive-through facilities						L	L	L	L	L		L						L	5.3.4I
Self-Service Storage	Veterinary clinic, animal hospital, kennel	L					L	L	L	L	L		L						L	5.3.4J
	All self-service storage												L						L	5.3.4R
Vehicle Sales and Service	Car wash												L						L	5.3.4E
	Manufactured home sales												L						L	5.3.4N
	Vehicle sales, leasing or rental												L						L	5.3.4R
	Vehicle service												L						L	5.3.4T
OFFICE	Vehicle service, limited						L/m						L						L	5.3.4T
	All offices, except those listed below																			
Office	Conference center, retreat house	L																	L	5.3.5A
	Drive-through facilities																		L	5.3.4I

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Sec. 5.1 Use Table

USE CATEGORY		RESIDENTIAL										NONRESIDENTIAL										PLANNED					OVERLAY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
INDUSTRIAL USES		RR	RS	RS-M	RM	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N	RM-N

* With the exception of residential uses, any use within the DDO must be allowed in both the overlay and the underlying district

B. Research and Development

Characteristics: Firms engaged in the fields of research and development. Few customers, especially the general public, come to the site.		
Principal Uses	Accessory Uses	Uses Not Included
Research, testing, and development laboratory, pilot plant, prototyping Research-related manufacturing	Accessory medical clinic Ancillary indoor storage Associated office Cafeteria Day care Employee recreational facility Major utilities, such as water towers and electrical substations On-site repair facility Outdoor storage, storage of hazardous and nuclear materials, incinerators, warehousing and employee retail and service facilities Residential unit for security purposes (single unit)	Sale or rental of machinery, equipment, heavy trucks, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures (see Wholesale Trade) Small-scale catering establishments (see Restaurants)

C. Self-Service Storage

Characteristics: Facilities providing separate storage areas for personal or business use designed to allow private access by the tenant for storing or removing personal property.		
Principal Uses	Accessory Uses	Uses Not Included
Mini-warehouse Multi-story enclosed storage facility Storage garage	Associated office Outside storage of boats and campers On-site recycling facility Residential unit for security purposes (single unit)	Rental of light or medium trucks (see Vehicle Sales and Service) Storage area used as manufacturing use (see Light Industrial Services) Storage area used for sales, service, and repair operations (see Retail Sales and Service) Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred (see Warehouse and Freight Movement)

Article 6 | District Intensity Standards
 Sec. 6.10 Nonresidential District Development Intensity

Dimensional Standard	SRP		IL		L	
	Min.	Max.	Min.	Max.	Min.	Max.
Site Area (square feet)	---	---	25,000	---	30,000	---
Lot Width (feet)	400	---	100	---	150	---
Street Yard (feet)	150 ^{1,2}	---	40	---	40	---
Side Yard (feet)	150 ^{1,2}	---	30 ³	---	50 ³	---
Rear Yard (feet)	150 ^{1,2}	---	25 ³	---	40 ³	---
Building Coverage (%)	---	15	---	60 ⁴	---	65 ⁴
Height (feet)	---	120 ⁵	---	50 ⁵	---	90 ⁵

¹ Side and rear yard may be reduced to a minimum of 30 feet if adjacent to permanently protected open space that results in a building separation of at least 150 feet or eliminated if adjoining a railroad right-of-way.

² Side yard may be reduced by 10 feet if adjacent to a nonresidential district or use.

³ Rear yard may be reduced by up to 50% if adjacent to a railroad right-of-way.

⁴ Building coverage may be further restricted by the impervious surface requirements of Sec. 4.11.4, Nonresidential Land Use Restrictions.

⁵ Additional height, up to 145 feet, may be approved through the issuance of a Minor Special Use Permit pursuant to Sec. 3.9, Special Use Permit.

⁶ The street yard in the SRP shall be increased by one foot for each acre of land in the site, up to a maximum of 250 feet.

⁷ No parking, loading, or storage shall be permitted within the required yard areas.

C. Urban Tier

All nonresidential development in the Urban Tier as designated in the Comprehensive Plan shall comply with the standards in the tables below:

Dimensional Standard	CN		OI		CG	
	Min.	Max.	Min.	Max.	Min.	Max.
Site Area (square feet)	5,000	---	20,000	---	20,000	---
Project Floor Area (square feet)	---	20,000	---	---	---	---
Lot Width (feet)	50	---	50	---	100	---
Build-To Line						
From ROW (feet)	---	15 ¹	---	15 ¹	---	15 ¹
% of Frontage	60 ²	---	60 ²	---	60 ²	---
Side Yard (feet)	10	---	10	---	15	---
Rear Yard (feet)	25 ³	---	25 ³	---	25 ³	---
Building Coverage (%)	---	60 ⁴	---	60 ⁴	---	60 ⁴
Height (feet)	---	35	---	90 ⁵	---	50 ⁵

¹ Build-to line may be modified using the provisions of 6.10.1E, Street Yard Variations.

² Rear yard may be reduced by up to 50% if adjacent to a railroad right-of-way.

³ Building coverage may be further restricted by the impervious surface requirements of Sec. 4.11.4, Nonresidential Land Use Restrictions.

⁴ Nonresidential Land Use Restrictions.

⁵ Additional height, up to 145 feet, may be approved through the issuance of a Minor Special Use Permit pursuant to Sec. 3.9, Special Use Permit.

Exhibit “G”

Key Personnel United Therapeutics Phase II Expansion

I. Key Personnel

All Key personnel named in this section are assigned to the Phase II Expansion Project and shall not be removed from the project without the permission or direction from United Therapeutics. Should staff need to be replaced for any reasons including; resignation, retirement, termination, promotion, personal reasons of the employee, or at the request of United Therapeutics, DPR shall provide replacement personnel with equal qualifications and experience which are acceptable to United Therapeutics. DPR will provide this Key staff for the Hourly Rates listed below.

A. Full Time On-site Personnel

Senior Project Manager:	Peter Holst	\$[***/Hr
Senior Superintendent:	Greg Pope	\$[***/Hr
Area Superintendent:	Richard Frey	\$[***/Hr
Project Engineer:	Henry Poole	\$[***/Hr
Project Engineer:	Carlos Alfaro	\$[***/Hr
Commissioning Project Manager:	Chip Sterritt (Commissioning Phase only)	\$[***/Hr
Field Office Coordinator:	TBD	\$[***/Hr

B. Part Time Personnel

MEP Coordinator (30%):	Earl Nobles	\$[***/Hr
Scheduler (10%):	Bob Nimorwicz	\$[***/Hr
BIM Manager (10%):	Walter Kim	\$[***/Hr
Project Sponsor/Executive (10%):	Jeffrey Vertucci	\$[***/Hr

C. Preconstruction Personnel Part Time

Preconstruction Manager:	Jeff Shannon	\$[***/Hr
Estimator:	Gary Concelmo	\$[***/Hr
Mechanical Estimator:	Michael Curreri	\$[***/Hr
Electrical Estimator:	Bob Foster	\$[***/Hr
CSA Estimators (3ea)	TBD	\$[***/Hr

EXHIBIT H

Construction Milestones/Schedule

[This exhibit has been superseded by Exhibit H to Amendment No. 1]



Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Construction services in connection with the Phase II expansion of the Owner's Administration/Laboratory/Manufacturing facility located in Research Triangle Park, NC, to include a GMP warehouse and manufacturing area, a day care facility and office space, and converting a portion of the existing facility, as more fully described on Exhibit A attached hereto

THE OWNER:

(Name, legal status and address)

United Therapeutics Corporation
1040 Spring Street
Silver Spring, MD 20910

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

DPR Construction, a General Partnership
2000 Aerial Center, Suite 109
Morrisville, NC 27560

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201 TM-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty Nine Million Nine Hundred Forty Thousand Forty Three Dollars (\$49,940,043), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. The following Exhibits attached hereto replace their counterpart Exhibits in the Agreement:

Exhibit A	Scope of Work
	A-1: List of Contract Documents
	A-2: List of Included RFI's
	A-3: Clarifications
Exhibit C	Compensation
	C-1: Schedule of Values
	C-2: General Conditions Costs (and list of General Conditions Costs items)
	C-3: Construction Manager's Fee and Self-Perform Rates
<i>(Paragraph deleted)</i>	
Exhibit H	Construction Milestones/Schedule

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ARTICLE A.2

The anticipated date of Substantial Completion established by this Amendment is as set forth in Exhibit H.

ARTICLE A.3

This GMP Amendment is effective as of June 23, 2011. Except as modified herein, the Agreement remains unmodified and in full force and effect.

/s/ David Zaccardelli

OWNER: UNITED THERAPEUTICS CORPORATION
(Signature)

David Zaccardelli, Pharm.D
EVP, Pharmaceutical Dev. and Operations
(Printed name and title)

(Table deleted)(Paragraphs deleted)

/s/ Jeffrey B. Vertucci

**CONSTRUCTION MANAGER: DPR CONSTRUCTION, A
GENERAL PARTNERSHIP** (Signature)

Jeffrey B. Vertucci
Regional Manager
(Printed name and title)

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Exhibit A

Scope of Work United Therapeutics Phase II Expansion

I. General Scope of Services and project location

- A. Construction Manager will provide to the Owner Construction Management/General Contractor (CM/GC) Services on a Negotiated Fee and Guaranteed Maximum Price basis for the construction of a plant expansion and related construction. Services are to be provided with respect to all phases of pre-construction, bidding, demolition, utility installation, site development and excavation, and construction of the project as provided in the Contract Documents, including this Exhibit A.
- B. The project site is located at the north end of the Owner's existing facility at 55 TW Alexander Drive RTP, NC 27709.

II. Project Description

The project scope consists of the construction of an approximately 185,110 gross square foot facility including GMP warehouse space, eight (8) GMP packaging suites, office space, elevated lap pool, an on-site day care facility, utility support areas, a parking deck with approximately 388 spaces, and all related site work all as further defined by the 100% Documents, Dated March 25, 2011, Issued for Construction (IFC) documents and the March 8, 2011, 90% Parking Deck documents as prepared by CRB Engineers the Architect of Record. These Documents include drawings, specifications (Exhibit A.1) and selected RFI responses (Exhibit A.2) that are identified in the attached documents.



Exhibit A.1

List of Contract Documents
United Therapeutics Phase II Expansion

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
CIVIL						
BUILDING	C0	CIVIL ABBREVIATIONS INDEX GENERAL NOTES	DWG	03-11-11	3	CRB
BUILDING	C1	CIVIL EXISTING SITE AND DEMO PLAN	DWG	03-11-11	2	CRB
BUILDING	C2	CIVIL OVERALL SITE PLAN	DWG	03-11-11	3	CRB
BUILDING	C3	CIVIL ENLARGED SITE PLAN	DWG	03-11-11	3	CRB
BUILDING	C4	CIVIL GRADING, STORMWATER, AND EROSION CONTROL PLAN	DWG	03-11-11	3	CRB
BUILDING	C5	CIVIL UTILITY PLAN	DWG	03-11-11	3	CRB
BUILDING	C6	CIVIL SANITARY SEWER PROFILES	DWG	03-11-11	2	CRB
BUILDING	C7	CIVIL DETAILS	DWG	03-11-11	2	CRB
BUILDING	C8	CIVIL DETAILS	DWG	03-11-11	2	CRB
BUILDING	C9	CIVIL DETAILS	DWG	03-11-11	2	CRB
BUILDING	C10	CIVIL DETAILS	DWG	03-11-11	2	CRB
BUILDING	C11	CIVIL DRAINAGE AREA PLAN	DWG	03-11-11	2	CRB
STRUCTURAL						
BUILDING	S0-02	STRUCTURAL GENERAL NOTES AND DESIGN CRITERIA	DWG	03-25-11	0	CRB
BUILDING	S0-03	STRUCTURAL STATEMENT OF SPECIAL INSPECTIONS	DWG	03-25-11	0	CRB
BUILDING	S1-103	STRUCTURAL PARTIAL FOUNDATION AND SLAB PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-104	STRUCTURAL PARTIAL FOUNDATION AND SLAB PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-114	STRUCTURAL PARTIAL FOUNDATION AND SLAB PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-124	STRUCTURAL PARTIAL FOUNDATION AND SLAB PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	S1-133	STRUCTURAL PIPE BRIDGE AND EQUIPMENT FOUNDATION PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-203	STRUCTURAL PARTIAL SECOND FLOOR FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-204	STRUCTURAL PARTIAL SECOND FLOOR FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-213	STRUCTURAL PARTIAL SECOND FLOOR FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-214	STRUCTURAL PARTIAL SECOND FLOOR FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-224	STRUCTURAL PARTIAL SECOND FLOOR FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-233	STRUCTURAL PIPE BRIDGE FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-303	STRUCTURAL PARTIAL MEZZANINE AND LOW ROOF FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-304	STRUCTURAL PARTIAL MEZZANINE AND LOW ROOF FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-314	STRUCTURAL PARTIAL MEZZANINE AND LOW ROOF FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-324	STRUCTURAL PARTIAL MEZZANINE AND LOW ROOF FRAMING PLAN	DWG	03-25-11	0	CRB
BUILDING	S1-404	STRUCTURAL PARTIAL ROOF FRAMING PLAN AT EL 53'-6 ½"	DWG	03-25-11	0	CRB
BUILDING	S1-414	STRUCTURAL PARTIAL ROOF FRAMING PLAN AT EL 53'-6 ½"	DWG	03-25-11	0	CRB
BUILDING	S1-424	STRUCTURAL PARTIAL ROOF FRAMING PLAN AT 53'-6 ½"	DWG	03-25-11	0	CRB
BUILDING	S2-03	STRUCTURAL ELEVATIONS	DWG	03-25-11	0	CRB
BUILDING	S2-04	STRUCTURAL ELEVATIONS	DWG	03-25-11	0	CRB
BUILDING	S2-05	STRUCTURAL ELEVATIONS	DWG	03-25-11	0	CRB
BUILDING	S4-10	STRUCTURAL PARTIAL ROOF FRAMING PLAN AT EL 48'-0"	DWG	03-25-11	0	CRB
BUILDING	S4-11	STRUCTURAL PARTIAL ROOF FRAMING PLAN AT EL 48'-0"	DWG	03-25-11	0	CRB
BUILDING	S4-12	STRUCTURAL POOL MAT FRAMING AND SLAB PLAN	DWG	03-25-11	0	CRB
BUILDING	S4-13	STRUCTURAL MISCELLANEOUS PLANS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	S4-14	STRUCTURAL PARTIAL MEZZANINE SLAB PLAN	DWG	03-25-11	0	CRB
BUILDING	S4-15	STRUCTURAL PIPING SUPPORT FRAMING PLANS	DWG	03-25-11	0	CRB
BUILDING	S5-25	STRUCTURAL TYPICAL CONCRETE SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-26	STRUCTURAL TYPICAL CONCRETE SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-27	STRUCTURAL TYPICAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-28	STRUCTURAL COLUMN SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	S5-29	STRUCTURAL TYPICAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-30	STRUCTURAL CONCRETE SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-31	CONCRETE SECTIONS AND DETAILS	DWG	03-25-11	A	CRB
BUILDING	S5-33	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-34	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-35	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-36	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-37	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-38	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-39	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-40	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	S5-41	STRUCTURAL STEEL SECTIONS AND DETAILS	DWG	03-25-11	0	CRB
ARCHITECTURAL						
BUILDING	A0-01	ABBREVIATIONS & GENERAL NOTES SHEET	DWG	03-25-11	0	CRB
BUILDING	A0-02	ARCHITECTURAL BUILDING CODE SUMMARY	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	LS1-03	ARCHITECTURAL OVERALL FIRST FLOOR LIFE SAFETY PLAN	DWG	03-25-11	0	CRB
BUILDING	LS1-04	OVERALL SECOND FLOOR LIFE SAFETY PLAN	DWG	03-25-11	0	CRB
BUILDING	LS1-05	OVERALL MEZZANINE FLOOR LIFE SAFETY PLAN	DWG	03-25-11	0	CRB
BUILDING	G0-06	ARCHITECTURAL FLOW DIAGRAMS FIRST FLOOR	DWG	03-08-11	B	CRB
BUILDING	G0-09	ARCHITECTURAL UL DETAILS	DWG	03-25-11	0	CRB
BUILDING	A1-05 -D	OVERALL FIRST FLOOR DEMO PLAN	DWG	03-08-11	C	CRB
BUILDING	A1-06 -D	OVERALL SECOND FLOOR DEMO PLAN	DWG	03-08-11	C	CRB
BUILDING	A1-05	OVERALL FIRST FLOOR PLAN	DWG	03-25-11	1	CRB
BUILDING	A1-06	OVERALL SECOND FLOOR PLAN	DWG	03-25-11	1	CRB
BUILDING	A1-07	OVERALL MEZZANINE FLOOR PLAN	DWG	03-25-11	1	CRB
BUILDING	A1-08	ARCHITECTURAL OVERALL ROOF PLAN	DWG	03-25-11	1	CRB
BUILDING	A1-103	ARCHITECTURAL PARTIAL FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-103.1	ARCHITECTURAL PARTIAL FIRST FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-103.4	ARCHITECTURAL ENLARGED DAYCARE PLAN FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A1-104	ARCHITECTURAL PARTIAL FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-104.1	ARCHITECTURAL PARTIAL FIRST FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-114	ARCHITECTURAL PARTIAL FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-114.1	ARCHITECTURAL PARTIAL FIRST FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-124	ARCHITECTURAL PARTIAL FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-124.1	ARCHITECTURAL PARTIAL FIRST FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-203	ARCHITECTURAL PARTIAL SECOND	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
		FLOOR PLAN				
BUILDING	A1-203.1	ARCHITECTURAL PARTIAL SECOND FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-204	ARCHITECTURAL PARTIAL SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-204.1	ARCHITECTURAL PARTIAL SECOND DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-214	ARCHITECTURAL PARTIAL SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-214.1	ARCHITECTURAL PARTIAL SECOND FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-224	ARCHITECTURAL PARTIAL SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-224.1	ARCHITECTURAL PARTIAL SECOND FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-303	ARCHITECTURAL PARTIAL MEZZANINE FLOOR & POOL DECK PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-303.1	ARCHITECTURAL PARTIAL MEZZANINE FLOOR & POOL DECK DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-304	ARCHITECTURAL PARTIAL MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-304.1	ARCHITECTURAL PARTIAL MEZZANINE FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-314	ARCHITECTURAL PARTIAL MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-314.1	ARCHITECTURAL PARTIAL MEZZANINE FLOOR DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-324	ARCHITECTURAL PARTIAL MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-324.1	ARCHITECTURAL PARTIAL MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	A1-404	ARCHITECTURAL PARTIAL CLERESTORY PLAN	DWG	03-25-11	0	CRB
BUILDING	A2-03	ARCHITECTURAL ELEVATIONS	DWG	03-25-11	1	CRB
BUILDING	A2-04	ARCHITECTURAL PARTIAL BUILDING ELEVATIONS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	A3-10	ARCHITECTURAL BUILDING SECTIONS	DWG	03-08-11	B	CRB
BUILDING	A3-114	ARCHITECTURAL PARTIAL BUILDING SECTIONS	DWG	03-25-11	0	CRB
BUILDING	A3-115	ARCHITECTURAL PARTIAL BUILDING SECTIONS	DWG	03-25-11	0	CRB
BUILDING	A3-116	ARCHITECTURAL PARTIAL BUILDING SECTION	DWG	03-25-11	0	CRB
BUILDING	A3-117.1	ARCHITECTURAL SECTIONS DETAILS	DWG	03-08-11	A	CRB
BUILDING	A3-119	ARCHITECTURAL PARTITION AND FRAMING DETAILS	DWG	03-08-11	A	CRB
BUILDING	A3-119.1	ARCHITECTURAL PARTITION TYPES	DWG	03-08-11	A	CRB
BUILDING	A3-119.2	ARCHITECTURAL PARTITION TYPES	DWG	03-08-11	A	CRB
BUILDING	A3-119.3	ARCHITECTURAL PARTITION TYPES	DWG	03-08-11	A	CRB
BUILDING	A4-06	ARCHITECTURAL ENLARGED STAIR PLANS / SECTIONS / DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4-06.1	ARCHITECTURAL ENLARGED STAIR PLANS / SECTIONS / DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4-06.2	ARCHITECTURAL ENLARGED STAIR PLANS / SECTIONS / DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4-06.3	ARCHITECTURAL ENLARGED STAIR PLANS / SECTIONS / DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4-06.4	ARCHITECTURAL ENLARGED STAIR PLANS / SECTIONS / DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4-07	ARCHITECTURAL ENLARGED ELEVATOR PLANS / SECTIONS / DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4.08	ARCHITECTURAL ENLARGED RESTROOM PLANS FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A4.08-1	ARCHITECTURAL RESTROOM ELEVATIONS FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A4-08.2	ARCHITECTURAL ENLARGED RESTROOM PLANS RESTROOM ELEVATIONS SECOND FLOOR	DWG	03-25-11	0	CRB
BUILDING	A4-08.3	ARCHITECTURAL ENLARGED RESTROOM PLANS MEZZANINE FLOOR	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	A4-08.4	ARCHITECTURAL RESTROOM ELEVATIONS MEZZANINE FLOOR	DWG	03-25-11	0	CRB
BUILDING	A4-14	ARCHITECTURAL PARTIAL SOFFIT PLAN	DWG	03-25-11	0	CRB
BUILDING	A4-18	ARCHITECTURAL ENLARGED EMPLOYEE ENTRANCE CANOPY PLAN ELEVATION, SECTION AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	A4-19	ARCHITECTURAL ENLARGED DAYCARE ENTRANCE CANOPY PLAN, ELEVATION SECTION & DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.6	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.7	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.8	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.9	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.10	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.11	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-01.12	ARCHITECTURAL PLAN DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5.02	ARCHITECTURAL INTERIOR STOREFRONT ELEVATIONS FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A5.02-1	ARCHITECTURAL INTERIOR STOREFRONT ELEVATIONS SECOND AND MEZZANINE FLOORS	DWG	03-25-11	0	CRB
BUILDING	A5.02-2	ARCHITECTURAL INTERIOR STOREFRONT DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-02.4	ARCHITECTURAL FLOOR DETAILS	DWG	03-25-11	0	CRB
BUILDING	A5-03.2	SWIMMING POOL PLAN SECTIONS	DWG	03-25-11	0	CRB
BUILDING	A5-03.3	SWIMMING POOL PLAN SECTIONS	DWG	03-25-11	0	CRB
BUILDING	A5-03.4	SWIMMING POOL CUT SHEETS	DWG	03-25-11	0	CRB
BUILDING	A5-03.5	SWIMMING POOL CUT SHEETS	DWG	03-25-11	0	CRB
BUILDING	A5-06.1	ARCHITECTURAL ROOF DETAILS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	A6-04	ARCHITECTURAL FINISH SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	A6-05	ARCHITECTURAL DOOR SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	A6-05.5	ARCHITECTURAL DOOR HEAD AND JAMB DETAILS	DWG	03-25-11	0	CRB
BUILDING	A6-05.6	ARCHITECTURAL DOOR HEAD AND JAMB DETAILS	DWG	03-25-11	0	CRB
BUILDING	A6-05.7	ARCHITECTURAL DOOR ELEVATIONS	DWG	03-25-11	0	CRB
BUILDING	A12-04	ARCHITECTURAL CASEWORK AND INTERIOR ELEVATIONS FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A12-04.1	ARCHITECTURAL CASEWORK AND INTERIOR ELEVATIONS FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A12-04.2	ARCHITECTURAL CASEWORK AND INTERIOR ELEVATIONS FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	A12-04.3	ARCHITECTURAL CASEWORK AND INTERIOR ELEVATIONS SECOND AND MEZZANINE FLOORS	DWG	03-25-11	0	CRB
BUILDING	A12-04.4	ARCHITECTURAL CASEWORK DETAILS	DWG	03-25-11	0	CRB
BUILDING	A12-04.5	ARCHITECTURAL CASEWORK DETAILS	DWG	03-25-11	0	CRB
BUILDING	A12-04.6	ARCHITECTURAL CASEWORK DETAILS	DWG	03-25-11	0	CRB
BUILDING	A11-03	ARCHITECTURAL OVERALL FIRST FLOOR PATTERN PLAN	DWG	03-25-11	0	CRB
BUILDING	A11-04	ARCHITECTURAL OVERALL SECOND FLOOR PATTERN PLAN	DWG	03-25-11	0	CRB
BUILDING	A11-05	ARCHITECTURAL MEZZANINE & POOL DECK FLOOR PATTERN PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-05	OVERALL FIRST FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-06	OVERALL SECOND FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-07	OVERALL MEZZANINE FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-103	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	AR1-103.1	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-104	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-104.1	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-114	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-114.1	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-124	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-124.1	ARCHITECTURAL PARTIAL FIRST FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-203	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-203.1	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-204	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-204.1	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-214	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-214.1	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-224	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-224.1	ARCHITECTURAL PARTIAL SECOND FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-303	ARCHITECTURAL PARTIAL MEZZANINE & POOL DECK REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-303.1	ARCHITECTURAL PARTIAL MEZZANINE & POOL DECK	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
		REFLECTED CEILING DESIGNATION PLAN				
BUILDING	AR1-304	ARCHITECTURAL PARTIAL MEZZANINE REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-304.1	ARCHITECTURAL PARTIAL MEZZANINE REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-314	ARCHITECTURAL PARTIAL MEZZANINE REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-314.1	ARCHITECTURAL PARTIAL MEZZANINE FLOOR REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-324	ARCHITECTURAL PARTIAL MEZZANINE REFLECTED CEILING PLAN	DWG	03-25-11	0	CRB
BUILDING	AR1-324.1	ARCHITECTURAL PARTIAL MEZZANINE REFLECTED CEILING DESIGNATION PLAN	DWG	03-25-11	0	CRB
PLAYGROUND						
BUILDING	PG1-03	PLAYGROUND LAYOUT AND MATERIALS PLAN	DWG	03-25-11	0	CRB
BUILDING	PG1-04	PLAYGROUND PLANTING AND SURFACING PLAN	DWG	03-25-11	0	CRB
BUILDING	PG2-01	PLAYGROUND DETAILS	DWG	03-25-11	0	CRB
BUILDING	PG2-02	PLAYGROUND DETAILS	DWG	03-25-11	0	CRB
LANDSCAPE						
BUILDING	L-003	LANDSCAPE PLAN / DETAILS	DWG	03-25-11	REV	CRB
GENERAL ARRANGEMENT						
BUILDING	G1-01	GENERAL ARRANGEMENT FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-02	GENERAL ARRANGEMENT SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-03	GENERAL ARRANGEMENT MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-04	GENERAL ARRANGEMENT ROOF PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	G1-103	GENERAL ARRANGEMENT FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-104	GENERAL ARRANGEMENT FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-114	GENERAL ARRANGEMENT FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-123	GENERAL ARRANGEMENT FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-124	GENERAL ARRANGEMENTS FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-133	GENERAL ARRANGEMENTS FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-204	GENERAL ARRANGEMENT SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-214	GENERAL ARRANGEMENT SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-224	GENERAL ARRANGEMENTS SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-303	GENERAL ARRANGEMENT POOL TERRACE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-304	GENERAL ARRANGEMENT MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-314	GENERAL ARRANGEMENT MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	G1-324	GENERAL ARRANGEMENT MECHANICAL PENTHOUSE PARTIAL PLAN MECHANICAL	DWG	03-25-11	0	CRB
BUILDING	M1-113.1-D	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	M1-113.2-D	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	M1-113.3-D	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	M8-041-D	MECHANICAL HVAC AHU- 004 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-161-D	MECHANICAL HVAC AHU- 016 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-162-D	MECHANICAL HVAC AHU- 016 P&ID	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	M0-001	MECHANICAL SYMBOLS AND ABBREVIATIONS	DWG	03-25-11	0	CRB
BUILDING	M0-002	MECHANICAL SYMBOLS AND ABBREVIATIONS	DWG	03-25-11	0	CRB
BUILDING	M0-003	MECHANICAL SYMBOLS AND ABBREVIATIONS	DWG	03-25-11	0	CRB
BUILDING	M4-099	MECHANICAL HVAC DESIGN CRITERIA	DWG	03-25-11	0	CRB
BUILDING	M4-101	MECHANICAL HVAC AHU ZONE PLAN FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	M4-201	MECHANICAL HVAC AHU ZONE PLAN SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	M4-301	MECHANICAL HVAC AHU ZONE PLAN MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	M7-114	MECHANICAL HVAC PARTIAL PRESSURIZATION PLAN FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	M7-124	MECHANICAL HVAC PARTIAL PRESSURIZATION PLAN FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	M8-170	MECHANICAL AHU-017 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-171	MECHANICAL HVAC AHU-017 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-172	MECHANICAL HVAC AHU-017 AND AHU-018 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-180	MECHANICAL AHU-018 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-181	MECHANICAL HVAC AHU-018 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-190	MECHANICAL AHU-019 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-191	MECHANICAL HVAC AHU-019 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-192	MECHANICAL HVAC AHU-019 FIRST FLOOR PARTIAL P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-200	MECHANICAL AHU-020 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	M8-201	MECHANICAL P&ID AHU-020 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-202	MECHANICAL HVAC AHU020 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-210	MECHANICAL AHU-021 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-211	MECHANICAL HVAC AHU-021 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-212	MECHANICAL HVAC AHU021 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-220	MECHANICAL AHU-022 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-221	MECHANICAL HVAC AHU-022 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-222	MECHANICAL HVAC AHU022 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-230	MECHANICAL AHU-023 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-231	MECHANICAL HVAC AHU-023 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-232	MECHANICAL HVAC AHU-023 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-240	MECHANICAL AHU-024 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-241	MECHANICAL HVAC AHU-024 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-242	MECHANICAL HVAC AHU-024 FIRST FLOOR P&ID DISTRIBUTIONS	DWG	03-25-11	0	CRB
BUILDING	M8-250	MECHANICAL AHU-025 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-251	MECHANICAL HVAC AHU-025 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-252	MECHANICAL HVAC — AHU-025 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-253	MECHANICAL HVAC — AHU-025 SECOND FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-254	MECHANICAL HVAC — AHU-025 MEZZANINE FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-260	MECHANICAL AHU-026 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-261	MECHANICAL HVAC AHU026 P&ID	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	M8-262	MECHANICAL HVAC AHU-026 FIRST FLOOR P&ID DISTRIBUTIONS	DWG	03-25-11	0	CRB
BUILDING	M8-263	MECHANICAL HVAC — AHU-026 SECOND FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-264	MECHANICAL HVAC — AHU-026 MEZZANINE FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-270	MECHANICAL AHU-027 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-271	MECHANICAL HVAC AHU-027 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-272	MECHANICAL HVAC AHU-027 FIRST FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-300	MECHANICAL FCU-006 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-301	MECHANICAL HVAC FCU-006 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-310	MECHANICAL FCU-007 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-311	MECHANICAL HVAC FCU-007 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-320	MECHANICAL FCU-008 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-321	MECHANICAL HVAC FCU-008 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-330	MECHANICAL FCU-009 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-331	MECHANICAL HVAC FCU-009 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-340	MECHANICAL FCU-010 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-341	MECHANICAL HVAC FCU-010 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-342	MECHANICAL HVAC FCU-010 SECOND FLOOR P&ID DISTRIBUTION	DWG	03-25-11	0	CRB
BUILDING	M8-350	MECHANICAL FCU-011 SEQUENCE OF OPERATIONS	DWG	03-25-11	0	CRB
BUILDING	M8-351	MECHANICAL HVAC FCU-011 P&ID	DWG	03-25-11	0	CRB
BUILDING	M8-361	MECHANICAL HVAC CRAC001 AND CRAC002 P&ID	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	M1-01	MECHANICAL HVAC FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-02	MECHANICAL HVAC SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-03	MECHANICAL HVAC MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-04	MECHANICAL HVAC ROOF PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-103.1	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-103.2	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-104.1	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-104.2	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-104.3	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-104.4	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-114.1	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-114.2	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-114.3	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-114.4	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-124.1	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-124.2	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-124.3	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-124.4	MECHANICAL HVAC FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-203.1	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-203.2	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	M1-204.1	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-204.2	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-204.3	MECHANICAL HVAC SECOND FLOOR PARTIAL FLOOR	DWG	03-25-11	0	CRB
BUILDING	M1-204.4	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-214.1	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-214.2	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-214.3	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-214.4	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-224.2	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-224.4	MECHANICAL HVAC SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-303.1	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-304.1	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-304.2	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-304.3	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-304.4	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-314.1	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-314.2	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-314.3	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-314.4	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-324.1	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	M1-324.2	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-324.3	MECHANICAL HVAC THIRD FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M1-324.4	MECHANICAL HVAC MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	M5-111	MECHANICAL - DETAILS	DWG	03-25-11	0	CRB
BUILDING	M5-112	MECHANICAL - DETAILS	DWG	03-25-11	0	CRB
BUILDING	M5-113	MECHANICAL – DETAILS	DWG	03-25-11	0	CRB
BUILDING	M6-104	MECHANICAL SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	M6-105	MECHANICAL SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	M6-106	MECHANICAL SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	Q1-113.1-D	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	Q1-113.2-D	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	Q1-113.3-D	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	Q1-01	MECHANICAL PIPING FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-02	MECHANICAL PIPING SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-03	MECHANICAL PIPING MEZZANINE PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-04	MECHANICAL PIPING ROOF PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-103	MECHANICAL UTILITY PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-104	MECHANICAL UTILITY PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-113.1	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-113.2	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-114	MECHANICAL UTILITY PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	Q1-123.3	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-124	MECHANICAL UTILITY PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-133	MECHANICAL PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-204	MECHANICAL UTILITY PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-213.3	MECHANICAL PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-214	MECHANICAL UTILITY PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-224	MECHANICAL UTILITY PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-303	MECHANICAL UTILITY PLAN POOL TERRACE PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-304	MECHANICAL UTILITY PIPING MEZZANINE PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-314	MECHANICAL UTILITY PIPING MEZZANINE PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q1-324	MECHANICAL UTILITY PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	Q3-106	MECHANICAL PIPING SECTIONS	DWG	03-25-11	0	CRB
BUILDING	Q3-107	MECHANICAL PIPING SECTIONS	DWG	03-25-11	0	CRB
BUILDING	Q5-107	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q5-108	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q5-109	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q5-110	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q5-111	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q5-112	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q5-113	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	Q5-114	MECHANICAL PIPING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	Q6-104	MECHANICAL PIPING SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	Q8-011	MECHANICAL CHILLED WATER P&ID	DWG	03-25-11	0	CRB
BUILDING	Q8-021	MECHANICAL PIPING COOLING TOWER WATER P&ID	DWG	03-25-11	0	CRB
PROCESS						
BUILDING	R6-015	PROCESS NEUTRALIZATION P&ID	DWG	03-25-11	0	CRB
BUILDING	R6-016	PROCESS RO GENERATION P&ID	DWG	03-25-11	0	CRB
BUILDING	R6-017	MECHANICAL POOL HEATER P&ID	DWG	03-25-11	0	CRB
PLUMBING						
BUILDING	P1-013.1-D	PLUMBING UNDERGROUND PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	P1-113.3-D	PLUMBING FIRST FLOOR PARTIAL PLAN DEMOLITION	DWG	03-25-11	0	CRB
BUILDING	P0-001	PLUMBING SYMBOLS AND ABBREVIATIONS	DWG	03-25-11	0	CRB
BUILDING	P0-002	PLUMBING FIXTURE SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	P1-01	PLUMBING FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-02	PLUMBING SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-03	PLUMBING MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-04	PLUMBING ROOF PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-003.1	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-003.2	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-004.1	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-004.2	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-004.4	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	P1-014.1	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-014.2	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-014.3	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-014.4	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-024.1	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-024.2	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-024.3	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-024.4	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-033	PLUMBING PIPING UNDERGROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-103.1	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-103.2	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-104.1	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-104.2	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-104.4	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-114.1	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-114.2	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-114.3	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-114.4	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-123.3	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-124.1	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	P1-124.2	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-124.3	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-124.4	PLUMBING PIPING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-133	PLUMBING FIRST FLOOR PARTIAL FLOOR	DWG	03-25-11	0	CRB
BUILDING	P1-203.1	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-203.2	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-204.1	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-204.2	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-204.4	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-214.1	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-214.2	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-214-3	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-214.4	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-224.1	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-224.2	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-224.3	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-224.4	PLUMBING PIPING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-303.1	PLUMBING PIPING POOL TERRACE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-303.2	PLUMBING PIPING POOL TERRACE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-304.1	PLUMBING PIPING MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	P1-304.2	PLUMBING PIPING MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-304.3	PLUMBING PIPING MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-304.4	PLUMBING PIPING MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-314.1	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-314.2	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-314.3	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-314.4	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-324.1	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-324.2	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-324.3	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P1-324.4	PLUMBING PIPING MECHANICAL PENTHOUSE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	P3-108	PLUMBING SANITARY SEWER RISER DIAGRAM FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	P3-109	PLUMBING SANITARY SEWER RISER DIAGRAM SECOND FLOOR	DWG	03-25-11	0	CRB
BUILDING	P3-110	PLUMBING SANITARY SEWER RISER DIAGRAM MEZZANINE FLOOR	DWG	03-25-11	0	CRB
BUILDING	P3-113.1	PLUMBING DOMESTIC WATER RISER DIAGRAM PARTIAL FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	P3-113.2	PLUMBING DOMESTIC WATER RISER DIAGRAM PARTIAL FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	P3-114	PLUMBING DOMESTIC WATER RISER DIAGRAM PARTIAL SECOND FLOOR	DWG	03-25-11	0	CRB
BUILDING	P3-115	PLUMBING DOMESTIC WATER RISER DIAGRAM PARTIAL THIRD FLOOR	DWG	03-25-11	0	CRB
BUILDING	P5-104	PLUMBING TYPICAL DETAILS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	P5-105	PLUMBING TYPICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	P8-100	PLUMBING STORM WATER STORAGE TANK P&ID	DWG	03-25-11	0	CRB
FIRE PROTECTION						
BUILDING	FP-100-D	FIRE PROTECTION SPRINKLER SYSTEM DESIGN DENSITY LAYOUT FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	FP-200-D	FIRE PROTECTION SPRINKLER SYSTEM DESIGN DENSITY LAYOUT SECOND FLOOR	DWG	03-25-11	0	CRB
BUILDING	FP1-100	FIRE PROTECTION FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	FP1-200	FIRE PROTECTION SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	FP1-300	FIRE PROTECTION MEZZANINE PLAN	DWG	03-25-11	C	CRB
BUILDING	FP1-400	FIRE PROTECTION ROOF PLAN	DWG	03-25-11	0	CRB
BUILDING	FP5-401	FIRE PROTECTION DETAILS	DWG	03-25-11	0	CRB
ELECTRICAL						
BUILDING	E0-03	ELECTRICAL SYMBOLS, NOTES AND ABBREVIATIONS	DWG	03-25-11	0	CRB
BUILDING	E0-04	ELECTRICAL LUMINAIRE SCHEDULE	DWG	03-25-11	0	CRB
BUILDING	E1-10	ELECTRICAL PANEL LAYOUT FIRST FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	E1-11	ELECTRICAL PANEL LAYOUT SECOND FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	E1-12	ELECTRICAL PANEL LAYOUT MEZZANINE PLAN	DWG	03-25-11	0	CRB
BUILDING	E1-13	ELECTRICAL FIRST FLOOR CLASSIFICATION PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	E1-14	ELECTRICAL SECOND FLOOR CLASSIFICATION PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	E1-15	ELECTRICAL BUILDING UNDERGROUND CONDUITS	DWG	03-25-11	0	CRB
BUILDING	E1-16	ELECTRICAL SITE UNDERGROUND CONDUITS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	E4-01	ELECTRICAL ENLARGED FIRST FLOOR PLANS	DWG	03-25-11	0	CRB
BUILDING	E4-02	ELECTRICAL ENLARGED SECOND FLOOR PLANS	DWG	03-25-11	0	CRB
BUILDING	E4-03	ELECTRICAL ENLARGED TRAINING ROOM FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	E4-04	ELECTRICAL ENLARGED MEZZANINE FLOOR PLAN	DWG	03-25-11	0	CRB
BUILDING	E5-04	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-05	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-06	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-07	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-08	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-09	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-10	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-11	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-12	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-13	ELECTRICAL DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-14	ELECTRICAL ELEVATION DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-15	ELECTRICAL ELEVATION DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-16	ELECTRICAL CONDUIT RISER AND CIRCUITING	DWG	03-25-11	0	CRB
BUILDING	E5-17	ELECTRICAL FIRE ALARM SYSTEM RISER DIAGRAM AND DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-18	ELECTRICAL LED LIGHTING DETAILS	DWG	03-25-11	0	CRB
BUILDING	E5-19	ELECTRICAL WIRING DIAGRAMS	DWG	03-25-11	0	CRB
BUILDING	E5-20	ELECTRICAL WIRING DIAGRAMS	DWG	03-25-11	0	CRB
BUILDING	E5-21	ELECTRICAL WIRING DIAGRAMS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	E5-22	ELECTRICAL WIRING DIAGRAMS	DWG	03-25-11	0	CRB
BUILDING	E6-08	ELECTRICAL MASTER SINGLE LINE DIAGRAM MODIFICATIONS	DWG	03-25-11	0	CRB
BUILDING	E6-09	ELECTRICAL UPS SINGLE LINE DIAGRAM	DWG	03-25-11	0	CRB
BUILDING	E6-10	ELECTRICAL NORMAL POWER SINGLE LINE DIAGRAM 1 MODIFICATIONS	DWG	03-25-11	0	CRB
BUILDING	E6-11	ELECTRICAL NORMAL POWER SINGLE LINE DIAGRAM 2 MODIFICATIONS	DWG	03-25-11	0	CRB
BUILDING	E6-12	ELECTRICAL EMERGENCY POWER SINGLE LINE DIAGRAM 1 MODIFICATIONS	DWG	03-25-11	0	CRB
BUILDING	E6-13	ELECTRICAL EMERGENCY POWER SINGLE LINE DIAGRAM 2 MODIFICATIONS	DWG	03-25-11	0	CRB
BUILDING	E7-14	ELECTRICAL NORMAL POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-15	ELECTRICAL NORMAL POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-16	ELECTRICAL NORMAL POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-17	ELECTRICAL NORMAL POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-18	ELECTRICAL UPS POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-19	ELECTRICAL UPS POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-20	ELECTRICAL UPS POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-21	ELECTRICAL EMERGENCY POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-22	ELECTRICAL EMERGENCY POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-23	ELECTRICAL EMERGENCY POWER PANELBOARD SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-24	ELECTRICAL NORMAL POWER MCC SCHEDULES	DWG	03-25-11	0	CRB
BUILDING	E7-25	ELECTRICAL EMERGENCY POWER MCC SCHEDULES	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	EL1-103	ELECTRICAL LIGHTING FIRST FLOOR PARTIAL PLAN FIRST FLOOR	DWG	03-25-11	0	CRB
BUILDING	EL1-104	ELECTRICAL LIGHTING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-114	ELECTRICAL LIGHTING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-124	ELECTRICAL LIGHTING FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-203	ELECTRICAL LIGHTING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-204	ELECTRICAL LIGHTING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-214	ELECTRICAL LIGHTING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-224	ELECTRICAL LIGHTING SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-303	ELECTRICAL LIGHTING MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-304	ELECTRICAL LIGHTING MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-314	ELECTRICAL LIGHTING MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-324	ELECTRICAL LIGHTING MEZZANINE PARTIAL PLAN	DWG	03-08-11	0	CRB
BUILDING	EP1-103	ELECTRICAL POWER FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-104	ELECTRICAL POWER FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-114	ELECTRICAL POWER FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-123	ELECTRICAL POWER FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-124	ELECTRICAL POWER FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-133	ELECTRICAL POWER FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-203	ELECTRICAL POWER SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-204	ELECTRICAL POWER SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	EP1-214	ELECTRICAL POWER SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-224	ELECTRICAL POWER SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-303	ELECTRICAL POWER MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-304	ELECTRICAL POWER MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-314	ELECTRICAL POWER MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-324	ELECTRICAL POWER MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-414	ELECTRICAL POWER ROOF PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-424	ELECTRICAL POWER ROOF PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-103	ELECTRICAL TELECOMMUNICATIONS AND DATA FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-104	ELECTRICAL TELECOMMUNICATIONS AND DATA FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-114	ELECTRICAL TELECOMMUNICATIONS AND DATA FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-124	ELECTRICAL TELECOMMUNICATIONS AND DATA FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-203	ELECTRICAL TELECOMMUNICATIONS AND DATA SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-204	ELECTRICAL TELECOMMUNICATIONS AND DATA SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-214	ELECTRICAL TELECOMMUNICATIONS AND DATA SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	ET1-224	ELECTRICAL TELECOMMUNICATIONS AND DATA SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-303	ELECTRICAL TELECOMMUNICATIONS AND DATA MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-304	ELECTRICAL TELECOMMUNICATIONS AND DATA MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-314	ELECTRICAL TELECOMMUNICATIONS AND DATA MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-324	ELECTRICAL TELECOMMUNICATIONS AND DATA MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-103	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-104	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-114	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-124	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-203	ELECTRICAL SPECIAL SYSTEMS SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-204	ELECTRICAL SPECIAL SYSTEMS SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-214	ELECTRICAL SPECIAL SYSTEMS SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-224	ELECTRICAL SPECIAL SYSTEMS SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-303	ELECTRICAL SPECIAL SYSTEMS MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-304	ELECTRICAL SPECIAL SYSTEMS MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-314	ELECTRICAL SPECIAL SYSTEMS MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-324	ELECTRICAL SPECIAL SYSTEMS MEZZANINE PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-05	ELECTRICAL BUILDING EXTERIOR LIGHTING PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	ES1-06	ELECTRICAL SITE GROUNDING AND FIRST FLOOR GROUND PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-07	ELECTRICAL SECOND FLOOR GOUNDING PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-08	ELECTRICAL THIRD FLOOR GROUNDING PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-09	ELECTRICAL ROOF LIGHTNING PROTECTION SYSTEM PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-01-D	ELECTRICAL SITE LIGHTING DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-03-D	ELECTRICAL BUILDING CANOPY LIGHTING DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	ES1-04-D	ELECTRICAL SITE GROUNDING DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-113-D	ELECTRICAL LIGHTING FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EL1-123-D	ELECTRICAL LIGHTING FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-113-D	ELECTRICAL POWER FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EP1-123-D	ELECTRICAL POWER FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EQ1-123-D	ELECTRICAL PROCESS POWER FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	ET1-113-D	ELECTRICAL TELECOMMUNICATIONS FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-113-D	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
BUILDING	EY1-123-D	ELECTRICAL SPECIAL SYSTEMS FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB
INSTRUMENTATION						
BUILDING	I0-01	INSTRUMENTATION LEAD SHEET	DWG	03-25-11	0	CRB
BUILDING	I1-103	INSTRUMENTATION FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	I1-104	INSTRUMENTATION FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-114	INSTRUMENTATION FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-123-3	INSTRUMENTATION FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-124	INSTRUMENTATION FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-133	INSTRUMENTATION FIRST FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-203	INSTRUMENTATION SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-204	INSTRUMENTATION SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-214	INSTRUMENTATION SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-224	INSTRUMENTATION SECOND FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-304	INSTRUMENTATION MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-314	INSTRUMENTATION MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-324	INSTRUMENTATION MEZZANINE FLOOR PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I1-424	INSTRUMENTATION ROOF PARTIAL PLAN	DWG	03-25-11	0	CRB
BUILDING	I7-017	INSTRUMENTATION CP-AHU017.01 PANEL LAYOUT	DWG	03-25-11	0	CRB
BUILDING	I7-018	INSTRUMENTATION JB-ISL-AHU017-01 PANEL LAYOUT	DWG	03-25-11	0	CRB
BUILDING	I8-017	INSTRUMENTATION CP-AC-EF-AHU017.01-EA WIRING DIAGRAM	DWG	03-25-11	0	CRB
BUILDING	I8-018	INSTRUMENTATION JB-ISL-CF- AHU017 WIRING DIAGRAM	DWG	03-25-11	0	CRB
BUILDING	I9-002	INSTRUMENTATION CONTROL SYSTEM NETWORK ARCHITECTURE FAS	DWG	03-25-11	0	CRB
BUILDING	I9-003	INSTRUMENTATION CONTROL SYSTEM NETWORK ARCHITECTURE MAS	DWG	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	I9-004	INSTRUMENTATION CONTROL SYSTEM NETWORK ARCHITECTURE MONITORING	DWG	03-25-11	0	CRB
BUILDING	I1-113.3-D	INSTRUMENTATION FIRST FLOOR PARTIAL DEMOLITION PLAN	DWG	03-25-11	0	CRB

BUILDING SPECIFICATIONS

Facility	No.	Document Title	Document Type	Revision Date	Revision No.	Prepared By
DIVISION 1 - GENERAL CONDITIONS						
BUILDING	011100	SUMMARY OF WORK	SPEC	03-25-11	0	CRB
BUILDING	012513	PRODUCT SUBSTITUTION	SPEC	03-25-11	0	CRB
BUILDING	013113	PROJECT COORDINATION	SPEC	03-25-11	0	CRB
BUILDING	013300	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	SPEC	03-25-11	0	CRB
BUILDING	014200	REFERENCE STANDARDS AND DEFINITIONS	SPEC	03-25-11	0	CRB
BUILDING	016000	PRODUCT REQUIREMENTS	SPEC	03-25-11	0	CRB
BUILDING		EQUIPMENT LIST	SPEC	03-25-11	0	CRB
BUILDING	016800	TAGGING AND IDENTIFICATION	SPEC	03-25-11	0	CRB
BUILDING	017123	FIELD ENGINEERING	SPEC	03-25-11	0	CRB
BUILDING	017329	CUTTING AND PATCHING	SPEC	03-25-11	0	CRB
BUILDING	017700	PROJECT CLOSEOUT	SPEC	03-25-11	0	CRB
BUILDING	017823	OPERATION AND MAINTENANCE DATA	SPEC	03-25-11	0	CRB
BUILDING	017836	WARRANTIES	SPEC	03-25-11	0	CRB
BUILDING	017839	PROJECT RECORD DOCUMENTS	SPEC	03-25-11	0	CRB
BUILDING	019126	GMP DOCUMENTATION	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
DIVISION 2 - SITE CONSTRUCTION						
BUILDING	02795	PLAYGROUND SURFACES	SPEC	03-25-11	0	CRB
BUILDING	02800	PLAYGROUND ELEMENTS	SPEC	03-25-11	0	CRB
BUILDING	024119	SELECTIVE STRUCTURE DEMOLITION	SPEC	03-25-11	0	CRB
DIVISION 3 - CONCRETE						
BUILDING	033000	CAST-IN-PLACE CONCRETE	SPEC	03-25-11	0	CRB
BUILDING	033713	SHOTCRETE	SPEC	03-25-11	0	CRB
DIVISION 4 - MASONRY						
BUILDING	042000	UNIT MASONRY	SPEC	03-25-11	0	CRB
DIVISION 5 - METALS						
BUILDING	051200	STRUCTURAL STEEL FRAMING	SPEC	03-25-11	0	CRB
BUILDING	052100	STEEL JOIST FRAMING	SPEC	03-25-11	0	CRB
BUILDING	053100	STEEL DECKING	SPEC	03-25-11	0	CRB
BUILDING	055000	METAL FABRICATIONS	SPEC	03-25-11	0	CRB
BUILDING	055100	METAL STAIRS	SPEC	03-25-11	0	CRB
BUILDING	055213	PIPE AND TUBE RAILINGS	SPEC	03-25-11	0	CRB
BUILDING	057300	DECORATIVE METAL RAILINGS	SPEC	03-25-11	0	CRB
BUILDING	057500	DECORATIVE FORMED METAL	SPEC	03-25-11	0	CRB
DIVISION 6 - WOODS & PLASTICS						
BUILDING	061000	ROUGH CARPENTRY	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
DIVISION 7 - THERMAL & MOISTURE PROTECTION						
BUILDING	071413	HOT FLUID APPLIED RUBBERIZED ASPHALT WATERPROOFING	SPEC	03-25-11	0	CRB
BUILDING	074216	EXTERIOR INSULATED CORE METAL WALL PANELS	SPEC	03-25-11	0	CRB
BUILDING	074243	COMPOSITE WALL PANELS	SPEC	03-25-11	0	CRB
BUILDING	075423	THERMOPLASTIC POLYOLEFIN ROOFING	SPEC	03-25-11	0	CRB
BUILDING	076200	SHEET METAL FLASHING AND TRIM	SPEC	03-25-11	0	CRB
BUILDING	077129	MANUFACTURED ROOF EXPANSION JOINTS	SPEC	03-25-11	0	CRB
BUILDING	077200	ROOF ACCESSORIES	SPEC	03-25-11	0	CRB
BUILDING	078100	APPLIED FIREPROOFING	SPEC	03-25-11	0	CRB
BUILDING	078413	PENETRATION FIRESTOPPING	SPEC	03-25-11	0	CRB
BUILDING	078446	FIRE RESISTIVE JOINT SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	079200	JOINT SEALANTS	SPEC	03-25-11	0	CRB
BUILDING	079500	EXPANSION CONTROL	SPEC	03-25-11	0	CRB
DIVISION 8 - DOORS & WINDOWS						
BUILDING	081113	HOLLOW METAL DOORS AND FRAMES	SPEC	03-25-11	0	CRB
BUILDING	081115	FRP DOORS AND STAINLESS STEEL FRAMES	SPEC	03-25-11	0	CRB
BUILDING	081119	MOLDED FIBERGLASS REINFORCED DOORS AND STAINLESS STEEL FRAMES	SPEC	03-25-11	0	CRB
BUILDING	081216	ALUMINUM FRAMES	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	081416	FLUSH WOOD DOORS	SPEC	03-25-11	0	CRB
BUILDING	083323	OVERHEAD COILING DOORS	SPEC	03-25-11	0	CRB
BUILDING	083360	FABRIC ROLL-UP DOORS	SPEC	03-25-11	0	CRB
BUILDING	084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	SPEC	03-25-11	0	CRB
BUILDING	084413	GLAZED ALUMINUM CURTAIN WALLS	SPEC	03-25-11	0	CRB
BUILDING	084523	FIBERGLASS-SANDWICH-PANEL ASSEMBLIES	SPEC	03-25-11	0	CRB
BUILDING	087100	DOOR HARDWARE	SPEC	03-25-11	0	CRB
BUILDING	088000	GLAZING	SPEC	03-25-11	0	CRB
		DIVISION 9 – FINISHES	SPEC	03-25-11	0	CRB
BUILDING	092116.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES	SPEC	03-25-11	0	CRB
BUILDING	092216	NON-STRUCTURAL METAL FRAMING	SPEC	03-25-11	0	CRB
BUILDING	092400	PORTLAND CEMENT PLASTERING	SPEC	03-25-11	0	CRB
BUILDING	092900	GYPSUM BOARD	SPEC	03-25-11	0	CRB
BUILDING	093000	TILING	SPEC	03-25-11	0	CRB
BUILDING	093033	STONE TILING ACOUSTICAL PANEL CEILINGS	SPEC	03-25-11	0	CRB
BUILDING	095113	RESILIENT BASE AND	SPEC	03-25-11	0	CRB
BUILDING	096513	ACCESSORIES	SPEC	03-25-11	0	CRB
BUILDING	096519	RESILIENT TILE FLOORING	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	096623	RESINOUS MATRIX TERRAZZO FLOORING	SPEC	03-25-11	0	CRB
BUILDING	096723	RESINOUS FLOORING	SPEC	03-25-11	0	CRB
BUILDING	096813	TILE CARPETING	SPEC	03-25-11	0	CRB
BUILDING	096900	ACCESS FLOORING	SPEC	03-25-11	0	CRB
BUILDING	099300	STAINING AND TRANSPARENT FINISHING	SPEC	03-25-11	0	CRB
BUILDING	099600	HIGH PERFORMANCE COATINGS	SPEC	03-25-11	0	CRB
DIVISION 10 - SPECIALTIES						
BUILDING	104413	FIRE EXTINGUISHER CABINETS	SPEC	03-25-11	0	CRB
BUILDING	105113	METAL LOCKERS	SPEC	03-25-11	0	CRB
DIVISION 11 - EQUIPMENT						
BUILDING	111300	LOADING DOCK EQUIPMENT	SPEC	03-25-11	0	CRB
BUILDING	115213	PROJECTION SCREENS	SPEC	03-25-11	0	CRB
DIVISION 12 - FURNISHINGS						
BUILDING	123200	MANUFACTURED WOOD CASEWORK	SPEC	03-25-11	0	CRB
BUILDING	123570	STAINLESS STEEL CASEWORK	SPEC	03-25-11	0	CRB
BUILDING	123640	STONE COUNTERTOPS	SPEC	03-25-11	0	CRB
DIVISION 13 - SPECIAL CONSTRUCTION						
DIVISION 14 - CONVEYING SYSTEMS						
BUILDING	142400	HYDRAULIC ELEVATORS	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
DIVISION 21 - FIRE SUPPRESSION						
BUILDING	210900	WET FIRE PROTECTION SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	210930	FIRE PROTECTION, INERGEN FIRE PROTECTION SYSTEM	SPEC	03-25-11	0	CRB
DIVISION 22 - PLUMBING						
BUILDING	220411	WATER DISTRIBUTION SPECIALTIES	SPEC	03-25-11	0	CRB
BUILDING	220420	DRAINAGE AND VENT SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	220420 CI01	CI01 CAST IRON, HUB & SPIGOT, & NO HUB WASTE SYSTEM DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	220420 CU07	CU07 TYPE "K", SOFT TEMPER, COPPER TUBING, SEAMLESS	SPEC	03-25-11	0	CRB
BUILDING	220420 PV03	PV03 PVC, POLYVINYL CHLORIDE PIPE WASTE SYSTEM DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	220440	PLUMBING FIXTURES	SPEC	03-25-11	0	CRB
BUILDING	220456	WATER CONDITIONERS	SPEC	03-25-11	0	CRB
DIVISION 23 - MECHANICAL						
BUILDING	230010	BASIC MECHANICAL REQUIREMENTS	SPEC	03-25-11	0	CRB
BUILDING	230050	BASIC MECHANICAL MATERIALS AND METHODS	SPEC	03-25-11	0	CRB
BUILDING	230125	EXPANSION COMPENSATION	SPEC	03-25-11	0	CRB
BUILDING	230135	METERS AND GAUGES	SPEC	03-25-11	0	CRB
BUILDING	230135 PI	PRESSURE INDICATORS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230135 SPI	SANITARY PRESSRE INDICATORS DATA SHEET	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	230135 STI	SANITARY TEMPERATURE INDICATORS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230135 TI	TEMPERATURE INDICATORS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230140	HANGERS AND SUPPORTS	SPEC	03-25-11	0	CRB
BUILDING	230140 MSS	MSS TABLE	SPEC	03-25-11	0	CRB
BUILDING	230241	VIBRATION AND SEISMIC CONTROL MECHANICAL INSULATION	SPEC	03-25-11	0	CRB
BUILDING	230250		SPEC	03-25-11	0	CRB
BUILDING	230250 E1	E1 EXPANDED CLOSED CELL TUBULAR FOAM FORM VIEW DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 E2	E2 EXPANDED CLOSED CELL SHEET FOAM VIEW DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 ETHK	ELASTOMERIC INSULATION THICKNESS	SPEC	03-25-11	0	CRB
BUILDING	230250 F2	F2 FIBERGLASS W/ ALUMINUM JACKET DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F3	F3 FIBERGLASS W/ PVC JACKET DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F4	F4 FIBERGLASS W/ ASJ AND PVC FITTING COVERS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F7	F7 FIBERGLASS BLANKET DUCTWORK INSULATION W/ASJ (KRAFT PAPER) DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F8	F8 FIBERGLASS RIGID BOARD DUCTWORK INSULATION W/ASJ (KRAFT PAPER) DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F10	F10 FIBERGLASS W/ ASJ SERVICE JACKET & PVC FITTING DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F11	F11 FIBERGLASS W/ PVC JACKET DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230250 F12	F12 FIBERGLASS W/ ALUMINUM JACKET DATA SHEET	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	230250 FTHK	FIBERGLASS INSULATION THICKNESS	SPEC	03-25-11	0	CRB
BUILDING	230400	SINGLE-WALL ABOVEGROUND HORIZONTAL TANK	SPEC	03-25-11	0	CRB
BUILDING	230476	CONTINUOUS DEIONIZATION SYSTEM	SPEC	03-25-11	0	CRB
BUILDING	230480	HYGENIC SYSTEM SPECIALTIES	SPEC	03-25-11	0	CRB
BUILDING	230488	NATURAL GAS SYSTEM SPECIALTIES	SPEC	03-25-11	0	CRB
BUILDING	230500	PIPING MATERIALS AND METHODS	SPEC	03-25-11	0	CRB
BUILDING	230500 CS01	CS01 CARBON STEEL, SCH. 40, WELDED OR FLANGED JOINTS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230500 CS02	CS02 CARBON STEEL, SCH. 80, WELDED OR FLANGED JOINTS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230500 CS03	CS03 CARBON STEEL, SCH. 40, THREADED, WELDED OR FLANGED JOINTS, MALLEABLE IRON (THREADED) OR STEEL (WELDED) DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230500 CU01	CU01 GENERAL COPPER TUBING, TYPE "L" DATA SHEET. STANDARD ASTM B88 HARD DRAWN TYPE L COPPER TUBING WITH SOLDERED, THREADED OR FLANGED JOINTS.	SPEC	03-25-11	0	CRB
BUILDING	230500 CU02	CU02 COPPER TUBING, TYPE "L", DEHYDRATED, FOR OXYGEN SERVICE DATA SHEET. ASTM B819 HARD DRAWN TYPE L COPPER TUBING WITH BRAZED, THREADED OR FLANGED JOINTS,	SPEC	03-25-11	0	CRB
BUILDING	230500 CU03	CU03 REFRIGERANT COPPER TUBING, TYPE "K", HARD TEMPER DATA SHEET ASTM B280 HARD DRAWN WITH BRAZED, THREADED OR FLANGED JOINTS, ANSI CLASS 300 RATING	SPEC	03-25-11	0	CRB
BUILDING	230500 CU07	PIPING DATA SHEET	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	230500_PL 04	PIPING DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230500_PS AT	PIPING SYSTEM APPLICATION TABLE	SPEC	03-25-11	0	CRB
BUILDING	230500 SS02	SS02 SST TUBING, 316L, NON-BPE COMPLIANT, ANNEALED OUTSIDE DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230500 SS04	SS04 SST PIPE, 304L, MILL INSIDE, MILL OUTSIDE DATA SHEET SCH 10 AND 40.	SPEC	03-25-11	0	CRB
BUILDING	230500 VT01	VT01 GALVANIZED STEEL, SCH. 40, VICTAULIC SYSTEM DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230501	GENERAL MECHANICAL EQUIPMENT REQUIREMENTS.	SPEC	03-25-11	0	CRB
BUILDING	230510	HYDRONIC SYSTEM SPECIALTIES	SPEC	03-25-11	0	CRB
BUILDING	230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	SPEC	03-25-11	0	CRB
BUILDING	230520	STEAM SYSTEM SPECIALTIES	SPEC	03-25-11	0	CRB
BUILDING	230520 SPCL	STEAM TRAP SCHEDULE	SPEC	03-25-11	0	CRB
BUILDING	230526	CONDENSATE HANDLING EQUIPMENT	SPEC	03-25-11	0	CRB
BUILDING	230526 PUMP	CONDENSATE PUMP & RECEIVER SET DATA SHEET - CDP-006	SPEC	03-25-11	0	CRB
BUILDING	230526 PUMP	CONDENSATE PUMP & RECEIVER SET DATA SHEET - CDP-006	SPEC	03-25-11	0	CRB
BUILDING	230526 PUMP	CONDENSATE PUMP & RECEIVER SET DATA SHEET - CDP-007	SPEC	03-25-11	0	CRB
BUILDING	230530	REFRIGERATION PIPING SPECIALTIES	SPEC	03-25-11	0	CRB
BUILDING	230540	PUMPS	SPEC	03-25-11	0	CRB
BUILDING	230540 SUMP	SUMP PUMP DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230540_CE NT	CENTRIFUGAL PUMP DATA SHEET	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	230641	HOISTS	SPEC	03-25-11	0	CRB
BUILDING	230641_DS	HOISTS DATA SHEET	SPEC	03-25-11	0	CRB
BUILDING	230685	CHILLER	SPEC	03-25-11	0	CRB
BUILDING	230711	COOLING TOWERS	SPEC	03-25-11	0	CRB
BUILDING	230783	COMPUTER ROOM HEATING AND COOLING UNITS	SPEC	03-25-11	0	CRB
BUILDING	230810	HUMIDIFIERS	SPEC	03-25-11	0	CRB
BUILDING	230830	HEATING TERMINAL UNITS	SPEC	03-25-11	0	CRB
BUILDING	230835	AIR COILS	SPEC	03-25-11	0	CRB
BUILDING	230855	CUSTOM AIR HANDLING UNITS	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-017	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-018	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-019	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-020	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-021	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-022	SPEC	03-25-11	0	CRB
BUILDING	230855 AHU	CUSTOM AIR HANDLING UNIT DATA SHEET - AHU-023	SPEC	03-25-11	0	CRB
BUILDING	230860	FANS	SPEC	03-25-11	0	CRB
BUILDING	230891	METAL DUCTWORK	SPEC	03-25-11	0	CRB
BUILDING	230910	DUCTWORK ACCESSORIES	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	230932	AIR OUTLETS AND INLETS	SPEC	03-25-11	0	CRB
BUILDING	230933	AIR TERMINALS	SPEC	03-25-11	0	CRB
BUILDING	230990	TESTING, ADJUSTING AND BALANCING	SPEC	03-25-11	0	CRB
DIVISION 23 - ELECTRICAL						
BUILDING	238313	RADIANT HEATING ELECTRIC CABLES	SPEC	03-25-11	0	CRB
DIVISION 26 - ELECTRICAL						
BUILDING	260126	MAINTENANCE TESTING OF ELECTRICAL SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	260500	BASIC ELECTRICAL REQUIREMENTS	SPEC	03-25-11	0	CRB
BUILDING	260505	BASIC ELECTRICAL MATERIALS AND METHODS	SPEC	03-25-11	0	CRB
BUILDING	260519	CONDUCTORS AND CABLES	SPEC	03-25-11	0	CRB
BUILDING	260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	260533	RACEWAYS	SPEC	03-25-11	0	CRB
BUILDING	260534	ELECTRICAL BOXES AND FITTINGS	SPEC	03-25-11	0	CRB
BUILDING	260536	CABLE TRAYS FOR ELECTRICAL SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	260543	ELECTRICAL UNDERGROUND DUCTS AND MANHOLES	SPEC	03-25-11	0	CRB
BUILDING	260660	ELECTRICAL REQUIREMENTS FOR PACKAGED EQUIPMENT	SPEC	03-25-11	0	CRB
BUILDING	260923	LIGHTING CONTROL DEVICES	SPEC	03-25-11	0	CRB
BUILDING	262200	LOW VOLTAGE TRANSFORMERS	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	262300	SWITCHGEAR	SPEC	03-25-11	0	CRB
BUILDING	262416	PANELBOARDS	SPEC	03-25-11	0	CRB
BUILDING	262419	MOTOR CONTROL CENTERS	SPEC	03-25-11	0	CRB
BUILDING	262500	ENCLOSED BUS ASSEMBLIES	SPEC	03-25-11	0	CRB
BUILDING	262726	WIRING DEVICES	SPEC	03-25-11	0	CRB
BUILDING	262813	FUSES	SPEC	03-25-11	0	CRB
BUILDING	262816	CIRCUITS AND MOTOR DISCONNECTS	SPEC	03-25-11	0	CRB
BUILDING	262818	CIRCUIT BREAKERS	SPEC	03-25-11	0	CRB
BUILDING	262913	ENCLOSED CONTROLLERS	SPEC	03-25-11	0	CRB
BUILDING	262923	VARIABLE FREQUENCY CONTROLLERS	SPEC	03-25-11	0	CRB
BUILDING	263323	CENTRAL BATTERY INVERTERS	SPEC	03-25-11	0	CRB
BUILDING	263353	STATIC UNINTERRUPTIBLE POWER SUPPLY	SPEC	03-25-11	0	CRB
BUILDING	264113	LIGHTNING PROTECTION SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	265113	INTERIOR LIGHTING FIXTURES, LAMPS, AND BALLASTS	SPEC	03-25-11	0	CRB
BUILDING	265600	EXTERIOR LIGHTING	SPEC	03-25-11	0	CRB
BUILDING	265616	ROADWAY AND PARKING AREA LIGHTING	SPEC	03-25-11	0	CRB
DIVISION 27 — ELECTRICAL						
BUILDING	275116	PUBLIC ADDRESS AND MASS NOTIFICATION SYSTEMS	SPEC	03-25-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
DIVISION 28 - ELECTRICAL						
BUILDING	281300	ACCESS CONTROL	SPEC	03-25-11	0	CRB
BUILDING	281305	DOOR INTERLOCK CONTROL SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	283100	FIRE DETECTION AND ALARM	SPEC	03-25-11	0	CRB
DIVISION 33 - ELECTRICAL						
BUILDING	337119.13	ELECTRICAL MANHOLES AND HANDHOLES	SPEC	03-25-11	0	CRB
DIVISION 22, 31, 32, 33 - SITE / CIVIL						
BUILDING	221113	FACILITY WATER DISTRIBUTION PIPING	SPEC	03-11-11	0	CRB
BUILDING	221313	FACILITY SANITARY SEWERS	SPEC	03-11-11	0	CRB
BUILDING	311000	SITE CLEARING	SPEC	03-11-11	0	CRB
BUILDING	312000	EARTH MOVING	SPEC	03-11-11	0	CRB
BUILDING	312319	DEWATERING	SPEC	03-11-11	0	CRB
BUILDING	313116	TERMITE CONTROL	SPEC	03-11-11	0	CRB
BUILDING	321216	ASPHALT PAVING	SPEC	03-11-11	0	CRB
BUILDING	321313	CONCRETE PAVING	SPEC	03-11-11	0	CRB
BUILDING	321373	CONCRETE PAVING JOINT SEALANTS	SPEC	03-11-11	0	CRB
BUILDING	328400	IRRIGATION	SPEC	03-11-11	0	CRB
BUILDING	329200	TURF AND GRASSES	SPEC	03-11-11	0	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	329300	PLANTS	SPEC	03-11-11	0	CRB
BUILDING	330500	COMMON WORK RESULTS FOR UTILITIES	SPEC	03-11-11	0	CRB
BUILDING	334100	STORM UTILITY DRAINAGE PIPING	SPEC	03-11-11	0	CRB
DIVISION 40 - INSTRUMENTATION AND CONTROLS						
BUILDING	409010	BASIC INSTRUMENTATION AND CONTROLS REQUIREMENTS	SPEC	03-25-11	0	CRB
BUILDING	409040	I&C DEMOLITION	SPEC	03-25-11	0	CRB
BUILDING	409050	BASIC INSTRUMENTATION AND CONTROLS MATERIALS AND METHODS	SPEC	03-25-11	0	CRB
BUILDING	409100	INSTRUMENT INDEX	SPEC	03-25-11	0	CRB
BUILDING	409100	INSTRUMENT INDEX APPENDICES: A1, A2, A3, B1, B2, B3, C1, C2, C3	SPEC	03-25-11	0	CRB
BUILDING	409150	INSTRUMENT WIRE AND CABLE	SPEC	03-25-11	0	CRB
BUILDING	409200	PNEUMATIC INSTRUMENT TUBING	SPEC	03-25-11	0	CRB
BUILDING	409300	INSTRUMENT CALIBRATION AND COMMISSIONING	SPEC	03-25-11	0	CRB
BUILDING	409350	CONTROL PANELS	SPEC	03-25-11	0	CRB
BUILDING	409400	PC BASED OPERATOR INTERFACE SYSTEMS	SPEC	03-25-11	0	CRB
BUILDING	409500	PROCESS CONTROL SYSTEMS - PLC BASED	SPEC	03-25-11	0	CRB
BUILDING	409501	PROCESS CONTROL SYSTEMS - DCS BASED	SPEC	03-25-11	0	CRB
BUILDING	409502	MONITOR SYSTEM - PLC BASED	SPEC	03-25-11	0	CRB
DIVISION 45 - PROCESS						

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
BUILDING	458070	WASTE PH NEUTRALIZATION SYSTEM	SPEC	03-25-11	0	CRB

PARKING DECK DRAWINGS

Facility	No.	Document Title	Document Type	Revision Date	Revision No.	Prepared By
GENERAL						
PARKING DECK	PDG0-01	COVER SHEET	DWG	03-08-11	B	CRB
PARKING DECK	PDG0-03	OPEN CALCULATIONS	DWG	03-08-11	00.A	CRB
PARKING DECK	PDG0-05	LIFE SAFETY PLAN	DWG	03-08-11	00.C	CRB
STRUCTURE						
PARKING DECK	PDS0-01	STRUCTURAL GENERAL NOTES	DWG	03-08-11	D	CRB
PARKING DECK	PDS0-02	STRUCTURAL GENERAL NOTES	DWG	03-08-11	D	CRB
PARKING DECK	PDS1-015	FOUNDATION PLAN	DWG	03-08-11	D	CRB
PARKING DECK	PDS1-115	SLAB-ON-GRADE PLAN	DWG	03-08-11	D	CRB
PARKING DECK	PDS1-215	FRAMING PLAN LEVEL P2	DWG	03-08-11	E	CRB
PARKING DECK	PDS1-315	FRAMING PLAN LEVEL P3	DWG	03-08-11	D	CRB
PARKING DECK	PDS1-415	FRAMING PLAN LEVEL P4	DWG	03-08-11	D	CRB
PARKING DECK	PDS1-515	FRAMING PLAN LEVEL P5	DWG	03-08-11	D	CRB
PARKING DECK	PDS3-01	STRUCTURAL SECTIONS (SHEET 1 OF 2)	DWG	03-08-11	D	CRB
PARKING DECK	PDS3-02	STRUCTURAL SECTIONS (SHEET 2 OF 2)	DWG	03-08-11	D	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	PDS4-01	ENLARGED FOUNDATION PLAN	DWG	03-08-11	B	CRB
PARKING DECK	PDS4-11	ENLARGED PLANS STAIR 01	DWG	03-08-11	B	CRB
PARKING DECK	PDS4-12	ENLARGED PLANS STAIR 02	DWG	03-08-11	B	CRB
PARKING DECK	PDS4-14	ENLARGED PV FRAMING PLAN	DWG	03-08-11	B	CRB
PARKING DECK	PDS5-00	FOUNDATION DETAILS	DWG	03-08-11	C	CRB
PARKING DECK	PDS5-01	FOUNDATION DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDS5-02	SLAB-ON-GRADE DETAILS	DWG	03-08-11	C	CRB
PARKING DECK	PDS5-10	PRECAST DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDS5-11	PRCST DETAILS (2 OF 3)	DWG	03-08-11	B	CRB
PARKING DECK	PDS5-12	PRECAST DETAILS (3 OF 3)	DWG	03-08-11	B	CRB
PARKING DECK	PDS5-20	WATERPROOFING AND SEALANT DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDS5-21	MISCELLANEOUS DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDS6-00	RETAINING WALL SCHEDULE	DWG	03-08-11	C	CRB
PARKING DECK	PDS7-00	PV FRAMING DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDS7-01	PV FRAMING DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDS7-02	MISCELLANEOUS STEEL FRAMING PLAN AND DETAILS (SHEET 1 OF 2)	DWG	03-08-11	B	CRB
PARKING DECK	PDS7-03	MISCELLANEOUS STEEL FRAMING PLAN AND DETAILS (SHEET 2 OF 2)	DWG	03-08-11	B	CRB

ARCHITECTURE

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	PDA0-01	ARCH. GENERAL NOTES, SYMBOLS, & ABBREVIATIONS	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA1-115	FLOOR PLAN – LEVEL P1	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA1-215	FLOOR PLAN – LEVEL P2	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA1-315	FLOOR PLAN – LEVEL P3	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA1-415	FLOOR PLAN – LEVEL P4	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA1-515	FLOOR / ROOF PLAN LEVEL P5	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA2-00	EXTERIOR ELEVATIONS	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA3-00	BUILDING SECTIONS	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA3-10	WALL SECTIONS	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA3-11	WALL SECTIONS	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA3-12	WALL SECTIONS	DWG	03-08-11	00.C	CRB
PARKING DECK	PDA4-00	STAIR 1 PLANS AND SECTION	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA4-01	STAIR 2 PLANS AND SECTION	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA4-02	ELEVATOR 1 PLANS AND SECTION	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA5-02	PLAN DETAILS	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA5-03	PLAN DETAILS	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA5-10	SECTION DETAILS	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA5-11	SECTION DETAILS	DWG	03-08-11	00.A	CRB
PARKING DECK	PDA6-00	DOOR SCHEDULE	DWG	03-08-11	00.A	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
STRIPING AND SIGNAGE						
PARKING DECK	PDTR1-115	STRIPING & SIGNING PLAN LEVEL P1	DWG	03-08-11	E	CRB
PARKING DECK	PDTR1-215	STRIPING & SIGNING PLAN LEVEL P2	DWG	03-08-11	E	CRB
PARKING DECK	PDTR1-315	STRIPING & SIGNING PLAN LEVEL P3	DWG	03-08-11	E	CRB
PARKING DECK	PDTR1-415	STRIPING & SIGNING PLAN LEVEL P4	DWG	03-08-11	E	CRB
PARKING DECK	PDTR1-515	STRIPING & SIGNING PLAN LEVEL P5	DWG	03-08-11	E	CRB
PARKING DECK	PDTR5-01	STRIPING AND SIGNING DETAILS	DWG	03-08-11	A	CRB
PARKING DECK	PDTR5-02	STRIPING AND SIGNING DETAILS	DWG	03-08-11	A	CRB
PARKING DECK	PDTR5-03	STRIPING AND SIGNING DETAILS	DWG	03-08-11	A	CRB
PARKING DECK	PDTR5-04	STRIPING AND SIGNING DETAILS	DWG	03-08-11	A	CRB
MECHANICAL						
PARKING DECK	PDM0-01	MECHANICAL SYMBOLS AND ABBREVIATIONS	DWG	03-08-11	00.B	CRB
PARKING DECK	PDM1-01	MECHANICAL PLAN OVERALL	DWG	03-08-11	00.B	CRB
PLUMBING						
PARKING DECK	PDP0-01	PLUMBING SYMBOLS AND ABBREVIATIONS	DWG	03-08-11	00.B	CRB
PARKING DECK	PDP1-115	PLUMBING PLAN LEVEL P1	DWG	03-08-11	00.B	CRB
PARKING DECK	PDP1-215	PLUMBING PLAN LEVEL P2	DWG	03-08-11	00.B	CRB
PARKING DECK	PDP1-315	PLUMBING PLAN LEVEL P3	DWG	03-08-11	00.C	CRB
PARKING DECK	PDP1-415	PLUMBING PLAN LEVEL P4	DWG	03-08-11	00.B	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	PDP1-515	PLUMBING PLAN LEVEL P5	DWG	03-08-11	00.B	CRB
PARKING DECK	PDP5-01	PLUMBING DETAILS	DWG	03-08-11	00.B	CRB
PARKING DECK	PDP5-02	PLUMBING DETAILS	DWG	03-08-11	00.A	CRB
FIRE PROTECTION						
PARKING DECK	SPEC0-01	FIRE PROTECTION SYMBOLS AND ABBREVIATIONS	DWG	03-01 -11	00.B	CRB
PARKING DECK	SPEC1-115	FIRE PROTECTION PLAN LEVEL P1	DWG	03-08-11	00.B	CRB
PARKING DECK	SPEC1-215	FIRE PROTECTION PLAN LEVEL P2	DWG	03-08-11	00.B	CRB
PARKING DECK	SPEC1-315	FIRE PROTECTION PLAN LEVEL P3	DWG	03-08-11	00.C	CRB
PARKING DECK	SPEC1-415	FIRE PROTECTION PLAN LEVEL P4	DWG	03-08-11	00.B	CRB
PARKING DECK	SPEC1-515	FIRE PROTECTION PLAN LEVEL P5	DWG	03-08-11	00.B	CRB
PARKING DECK	SPEC5-01	FIRE PROTECTIONS DETAILS	DWG	03-08-11	00.B	CRB
ELECTRICAL						
PARKING DECK	PDE0-01	ELECTRICAL LEGEND	DWG	03-08-11	B	CRB
PARKING DECK	PDE1-015	ELECTRICAL SITE PLAN LEVEL P1	DWG	03-08-11	A	CRB
PARKING DECK	PDE1-115	ELECTRICAL PLAN LEVEL P1	DWG	03-08-11	B	CRB
PARKING DECK	PDE1-215	ELECTRICAL PLAN LEVEL P2	DWG	03-08-11	B	CRB
PARKING DECK	PDE1-315	ELECTRICAL PLAN LEVEL P3	DWG	03-08-11	C	CRB
PARKING DECK	PDE1-415	ELECTRICAL PLAN LEVEL P4	DWG	03-08-11	B	CRB
PARKING DECK	PDE1-515	ELECTRICAL PLAN LEVEL P5	DWG	03-08-11	B	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	PDE4-01	ENLARGED ELECTRICAL PLANS	DWG	03-08-11	B	CRB
PARKING DECK	PDE5-01	ELECTRICAL DETAILS	DWG	03-08-11	B	CRB
PARKING DECK	PDE5-02	ELECTRICAL DETAILS	DWG	03-08-11	A	CRB
PARKING DECK	PDE6-01	ELECTRICAL RISERS	DWG	03-08-11	B	CRB
PARKING DECK	PDE6-02	ELECTRICAL SCHEDULES	DWG	03-08-11	B	CRB

PARKING DECK SPECIFICATIONS

Facility	No.	Document Title	Document Type	Revision Date	Revision No.	Prepared By
DIVISION 03 - CONCRETE						
PARKING DECK	030130	MAINTENANCE OF CAST-IN-PLACE CONCRETE	SPEC	03-08-11	A	CRB
PARKING DECK	033000	CAST-IN-PLACE CONCRETE	SPEC	03-08-11	A	CRB
PARKING DECK	034100	PRECAST STRUCTURAL CONCRETE	SPEC	03-08-11	A	CRB
DIVISION 04 - MASONRY						
PARKING DECK	042200	CONCRETE UNIT MASONRY	SPEC	02-28-11	A	CRB
DIVISION 05 - METALS						
PARKING DECK	051200	STRUCTURAL STEEL FRAMING	SPEC	03-08-11	A	CRB
PARKING DECK	054000	COLD FORMED METAL FRAMING	SPEC	03-08-11	A	CRB
PARKING DECK	055000	METAL FABRICATIONS	SPEC	03-08-11	A	CRB
PARKING DECK	055220	BARRIER CABLE APPLICATIONS	SPEC	03-08-11	A	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	057300	DECORATIVE METAL RAILINGS	SPEC	03-08-11	A	CRB
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES						
PARKING DECK	061000	ROUGH CARPENTRY	SPEC	03-08-11	A	CRB
PARKING DECK	061600	SHEATHING	SPEC	03-08-11	A	CRB
DIVISION 07 – THERMAL AND MOISTURE PROTECTION						
PARKING DECK	071113	BITUMINOUS DAMPPROOFING	SPEC	03-08-11	A	CRB
PARKING DECK	071326	SELF-ADHERING SHEET WATERPROOFING	SPEC	03-08-11	A	CRB
PARKING DECK	071800	TRAFFIC COATINGS	SPEC	03-08-11	A	CRB
PARKING DECK	071900	WATER REPELLENTS	SPEC	03-08-11	A	CRB
PARKING DECK	072713	MODIFIED BITUMINOUS SHEET AIR BARRIERS	SPEC	03-08-11	A	CRB
PARKING DECK	074213	METAL WALL PANELS	SPEC	03-08-11	A	CRB
PARKING DECK	074216	INSULATED-CORE METAL WALL PANELS	SPEC	03-08-11	A	CRB
PARKING DECK	074243	COMPOSITE WALL PANELS	SPEC	03-08-11	A	CRB
PARKING DECK	075323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING	SPEC	03-08-11	A	CRB
PARKING DECK	077100	ROOF SPECIALTIES	SPEC	03-08-11	A	CRB
PARKING DECK	079200	JOINT SEALANTS	SPEC	03-08-11	A	CRB
PARKING DECK	079500	EXPANSION CONTROL	SPEC	03-08-11	A	CRB
DIVISION 08 – OPENINGS						
PARKING DECK	081113	HOLLOW METAL DOORS AND FRAMES	SPEC	03-08-11	A	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	087100	DOOR HARDWARE	SPEC	03-08-11	A	CRB
DIVISION 09 – FINISHES						
PARKING DECK	093000	TILING	SPEC	03-08-11	A	CRB
PARKING DECK	099113	EXTERIOR PAINTING	SPEC	03-08-11	A	CRB
PARKING DECK	099150	TRAFFIC STRIPING PAINT	SPEC	03-08-11	A	CRB
DIVISION 10 – SPECIALTIES						
PARKING DECK	101400	INTERIOR SIGNAGE	SPEC	03-08-11	A	CRB
PARKING DECK	104413	FIRE EXTINGUISHER CABINETS	SPEC	03-08-11	A	CRB
PARKING DECK	104416	FIRE EXTINGUISHERS	SPEC	03-08-11	A	CRB
PARKING DECK	108233	ALUMINUM GRILLES	SPEC	03-08-11	A	CRB
DIVISION 11 – EQUIPMENT						
PARKING DECK	111200	PARKING CONTROL EQUIPMENT	SPEC	03-08-11	A	CRB
DIVISION 14 – CONVEYING EQUIPMENT						
PARKING DECK	142400	HYDRAULIC ELEVATOR	SPEC	02-22-11	0	CRB
DIVISION 21 – FIRE SUPPRESSION						
PARKING DECK	210517	SLEEVES AND SLEEVE SEALS FOR FIRE SUPPRESSION PIPING	SPEC	03-08-11	A	CRB
PARKING DECK	210518	ESCUTCHEONS FOR FIRE SUPPRESSION PIPING	SPEC	03-08-11	A	CRB
PARKING DECK	211200	FIRE-SUPPRESSION STANDPIPES	SPEC	03-08-11	A	CRB
DIVISION 22 – PLUMBING						

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	220513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	SPEC	03-08-11	A	CRB
PARKING DECK	220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	SPEC	03-08-11	A	CRB
PARKING DECK	220518	ESCUTCHEONS FOR FIRE PLUMBING PIPING	SPEC	03-08-11	A	CRB
PARKING DECK	220523	GENERAL-DUTY VALVES FOR PLUMBING	SPEC	03-08-11	A	CRB
PARKING DECK	220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	SPEC	03-08-11	A	CRB
PARKING DECK	220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	SPEC	03-08-11	A	CRB
PARKING DECK	221116	DOMESTIC WATER PIPING	SPEC	03-08-11	A	CRB
PARKING DECK	221119	DOMESTIC WATER PIPING SPECIALTIES	SPEC	03-08-11	A	CRB
PARKING DECK	221413	STORM DRAINAGE PIPING	SPEC	03-08-11	A	CRB
PARKING DECK	221423	STORM DRAINAGE PIPING SPECIALTIES	SPEC	03-08-11	A	CRB
PARKING DECK	221429	SUMP PUMPS	SPEC	03-08-11	A	CRB
DIVISION 23 – MECHANICAL						
PARKING DECK	230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	SPEC	03-08-11	A	CRB
PARKING DECK	233400	LOUVERS AND VENTS	SPEC	03-08-11	A	CRB
PARKING DECK	233413	AXIAL HVAC FANS	SPEC	03-08-11	A	CRB
PARKING DECK	238113	PACKAGED TERMINAL AIR-CONDITIONER	SPEC	03-08-11	A	CRB
PARKING DECK	238239	UNIT HEATERS	SPEC	03-08-11	A	CRB
DIVISION 26 – ELECTRICAL						
PARKING DECK	260500	COMMON WORK RESULTS FOR ELECTRICAL	SPEC	03-08-11	A	CRB

FACILITY	NUMBER	DOCUMENT TITLE	DOCUMENT TYPE	REVISION DATE	REVISION NUMBER	PREPARED BY
PARKING DECK	260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	SPEC	03-08-11	A	CRB
PARKING DECK	260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	SPEC	03-08-11	A	CRB
PARKING DECK	260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	SPEC	03-08-11	A	CRB
PARKING DECK	260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	SPEC	03-08-11	A	CRB
PARKING DECK	260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	SPEC	03-08-11	A	CRB
PARKING DECK	260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	SPEC	03-08-11	A	CRB
PARKING DECK	260923	LIGHTING CONTROL DEVICES	SPEC	03-08-11	A	CRB
PARKING DECK	260943	NETWORK LIGHTING CONTROLS	SPEC	03-08-11	A	CRB
PARKING DECK	262200	LOW-VOLTAGE TRANSFORMERS	SPEC	03-08-11	A	CRB
PARKING DECK	262416	PANELBOARDS	SPEC	03-08-11	A	CRB
PARKING DECK	262726	WIRING DEVICES	SPEC	03-08-11	A	CRB
PARKING DECK	262813	FUSES	SPEC	03-08-11	A	CRB
PARKING DECK	262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	SPEC	03-08-11	A	CRB
PARKING DECK	264313	TRANSIENT-VOLTAGE SUPPRESSION FOR LOW VOLTAGE ELECTRICAL POWER CIRCUITS	SPEC	03-08-11	A	CRB



Exhibit A.2

**List of Included RFIs
United Therapeutics Phase II Expansion**

RFI NUMBER	SUBJECT	DISCIPLINE	DATE CREATED	DATE REQUIRED	DATE ANSWERED
00001	Different Requirements in Specifications for the Building and Parking Deck	General	3/14/2011	3/17/2011	4/8/2011
00002	Conduit in Parking Deck and Lighting Fixture Schedule for Building	Electrical	3/16/2011	3/18/2011	3/16/2011
00003	Storm Drain Pipe Material Inside Building and Missing Lighting Note on EL1-104	Mechanical	3/16/2011	3/18/2011	3/17/2011
00004	Electrical Panelboard Distribution Schedule Clarifications	Electrical	3/17/2011	3/21/2011	3/17/2011
00005	Electrical and Lighting Fixture Clarifications	Electrical	3/17/2011	3/21/2011	3/18/2011
00006	Plumbing Clarifications	Plumbing	3/22/2011	3/25/2011	4/5/2011
00007	Electrical Clarifications	Electrical	3/22/2011	3/25/2011	3/22/2011
00008	Non Fire-rated Drywall Partition Heights	Architectural	3/22/2011	3/25/2011	3/30/2011
00009	Grading Plan for Fire Truck Access Road	Civil	3/23/2011	3/28/2011	4/6/2011
00010	Clearing for New Sidewalk at West Side of Building	Civil	3/23/2011	3/28/2011	4/5/2011
00011	Control System Clarifications	Controls System	3/24/2011	3/29/2011	3/30/2011
00012	Electrical and Lighting Questions	Electrical	3/29/2011	4/1/2011	4/5/2011
00013	Millwork Clarifications	Architectural	3/29/2011	4/1/2011	4/7/2011
00014	Structural Clarifications	Structural	3/29/2011	4/1/2011	4/7/2011
00015	Impact Rating for Division 08 Specs	Architectural	3/30/2011	4/8/2011	3/30/2011
00016	Millwork Clarifications	Architectural	3/31/2011	4/6/2011	4/5/2011
00017	Concrete Sealer	Structural	3/31/2011	4/6/2011	4/10/2011
00018	Elevator Clarifications	Elevator	3/31/2011	4/5/2011	4/10/2011
00019	Metal Wall Panel Clarifications	Architectural	4/1/2011	4/8/2011	4/10/2011
00020	Acceptable Erection Loads for Stairs	Structural	4/1/2011	4/6/2011	4/16/2011
00021	Humidifier and Plumbing Clarifications	Multiple	4/4/2011	4/11/2011	4/10/2011
00023	Elastomeric Coating in Parking Garage	General	4/5/2011	4/12/2011	4/10/2011
00024	Building Bollards	Architectural	4/5/2011	4/12/2011	4/7/2011
00025	Architectural Detail Clarifications	Architectural	4/6/2011	4/13/2011	4/22/2011
00026	I&C Clarifications	I&C	4/6/2011	4/13/2011	4/10/2011

RFI NUMBER	SUBJECT	DISCIPLINE	DATE CREATED	DATE REQUIRED	DATE ANSWERED
00027	Drawing S1-133: Sewer Line Encasement	Plumbing	4/7/2011	4/14/2011	4/11/2011
00028	Metal Panel Testing and Structural Steel Fireproofing	Multiple	4/8/2011	4/15/2011	4/13/2011
00029	Building Railing Clarifications	Architectural	4/8/2011	4/15/2011	4/13/2011
00030	Missing Vestibules on Finish Schedule, Interior Storefront Construction, and Door Hardware Sets	Architectural	4/12/2011	4/19/2011	4/13/2011
00031	Missing Stainless Steel Piping Specifications	Mechanical	4/12/2011	4/19/2011	4/20/2011
00032	Precast Concrete Clarifications for Parking Deck	Structural	4/12/2011	4/19/2011	4/18/2011
00034	Architectural Clarifications	Architectural	4/13/2011	4/20/2011	4/13/2011
00035	York Custom Built AHU as an Acceptable Alternate	Mechanical	4/13/2011	4/20/2011	4/13/2011
00036	Door Schedule Clarifications	Architectural	4/13/2011	4/20/2011	4/13/2011
00037	Deletion of New Sidewalk At West Side of Building	Architectural	4/13/2011	4/20/2011	5/20/2011
00038	Curtain Wall Clarifications	Architectural	4/14/2011	4/21/2011	4/20/2011
00039	Applied Fireproofing Hour Rating For Steel	Fire Protection	4/15/2011	4/22/2011	4/20/2011
00040	Drawing EP1-114: Note 1 for Double Type J Electrical Boxes	Electrical	4/15/2011	4/22/2011	5/17/2011
00041	Control System Clarifications	Controls System	4/15/2011	4/22/2011	4/25/2011
00042	Sheet Vinyl and Rubber Tile Flooring Spec	Architectural	4/18/2011	4/25/2011	4/25/2011
00043	Drawing ES1-01-D: Demo of Light Bollards Not Shown on Site Electrical Lighting Demo Plan	Electrical	4/19/2011	4/28/2011	4/25/2011
00044	Exterior Loading Dock Doors	Architectural	4/19/2011	4/26/2011	4/20/2011
00047	Drawing A5-01.9 Printing Issue	General	4/25/2011	5/2/2011	4/25/2011
00049	Potential Conduit Cover Issue at Fire Pump House Electric and Controls Conduit & Building Footing	Multiple	4/27/2011	5/4/2011	4/28/2011
00051	Fire Pump House Electric & Controls Conduit in Unsuitable Soils Area, NW Corner of Phase II Building	Multiple	5/2/2011	5/9/2011	5/20/2011
00052	Retaining Wall Block Type	Landscape	5/3/2011	5/10/2011	5/6/2011
00053	Angular Grid dimension between 15 and 14w. Reference S1-104 and CMC RFI 10001 SK-1	Structural	5/4/2011	5/11/2011	5/10/2011
00054	Confirm base plate size for C8-14.5, D4-14.5 and E3-14.5. Reference S5-28 and CMC RFI 10002 SK-1.	Structural	5/4/2011	5/11/2011	5/5/2011
00055	Structural steel note 5 on S0-02. Use oversize or slotted holes only where noted on the design	Structural	5/4/2011	5/11/2011	5/16/2011

RFI NUMBER	SUBJECT	DISCIPLINE	DATE CREATED	DATE REQUIRED	DATE ANSWERED
	drawings.				
00056	Parking Deck Elevator Shaft Height Conflict Due to Glass Doors Mechanism	Multiple	5/4/2011	5/11/2011	5/13/2011
00057	Use of setting nuts in lieu of steel wedges and shims for base and bearing plates.	Structural	5/4/2011	5/11/2011	5/10/2011
00059	Mechanical and Plumbing Clarifications	Mechanical	5/5/2011	5/12/2011	5/10/2011
00060	Single plate shear connections. Structural note 8.B on S0-02.	Structural	5/6/2011	5/13/2011	5/17/2011
00061	Grid dimensions based on existing building. S1- 213 Ph 2, S1-214 Ph 2, S1-211 Ph 1, S1-212 Ph 1.	Structural	5/9/2011	5/10/2011	5/10/2011
00062	NEC Code Compliance: Circuit Breaker Protection for Data Center Bus Duct Transformers	Electrical	5/9/2011	5/16/2011	5/10/2011
00063	Moment connections in the rotunda area (Horse shoe). S1-204 and S1-304	Structural	5/10/2011	5/11/2011	5/17/2011
00064	MCC pad detail on 5/S5-26.	Structural	5/11/2011	5/13/2011	5/20/2011
00065	Grout holes in base plates with shear lugs. 1/ S5- 27	Structural	5/11/2011	5/12/2011	5/12/2011
00066	Member size clarifications and required dimensions. S1-314, S1-303, S2-05, S1-213, and S1-304	Structural	5/11/2011	5/19/2011	5/23/2011
00067	Conflict between 1/S5-25 and 2/S5-27. Footing upper mat rebar and shear lug blackout.	Structural	5/12/2011	5/17/2011	5/13/2011
00071	Concrete Paving Thickness	Civil	5/12/2011	5/19/2011	5/23/2011
00072	09 3000 - Tiling Specification in Parking Garage Specs	Architectural	5/12/2011	5/19/2011	5/13/2011
00073	093033 - Stone Tiling Specification in Building Specs	Architectural	5/12/2011	5/19/2011	5/18/2011
00075	Stair Tread Construction for Warehouse Packaging Stair Tower	Architectural	5/12/2011	5/19/2011	5/18/2011
00076	Partition Walls Extended to Deck for Sound Attenuation	Architectural	5/12/2011	5/19/2011	5/21/2011
00077	Landscape Planters and Benches Shown on Drawing A1-104:	Landscape	5/12/2011	5/19/2011	5/23/2011
00078	Building Bollards	Architectural	5/12/2011	5/19/2011	5/20/2011
00079	Hazardous Waste Room Pit Waterproofing	Structural	5/12/2011	5/19/2011	5/19/2011
00080	Plaza Deck Paver Material at Pool	Architectural	5/12/2011	5/19/2011	5/19/2011
00081	Type T Lights in Gathering Area - Room 20418	Lighting	5/12/2011	5/19/2011	5/16/2011
00082	Water-based Epoxy Wall Coating	Architectural	5/12/2011	5/19/2011	5/21/2011

RFI NUMBER	SUBJECT	DISCIPLINE	DATE CREATED	DATE REQUIRED	DATE ANSWERED
00084	Parking Garage Hoistway Entrance Door Material	Elevator	5/12/2011	5/19/2011	5/17/2011
00085	Curved Interior Storefront	Architectural	5/12/2011	5/19/2011	5/19/2011
00086	Segmented Casework	Architectural	5/12/2011	5/19/2011	5/19/2011
00087	Irrigation in Playground Area	Landscape	5/12/2011	5/19/2011	5/23/2011
00088	Drawing PDS0-01: Epoxy Injection and Reinforcement Allowances in Parking Deck	Structural	5/13/2011	5/20/2011	5/18/2011
00089	Loading Dock Doors Size Change to 8'x10'	Architectural	5/13/2011	5/20/2011	5/13/2011
00091	Roofing R-Value and Installation Requirements	Architectural	5/13/2011	5/20/2011	5/19/2011
00093	Room 20417 Wall Construction	Architectural	5/16/2011	5/23/2011	5/19/2011
00094	Undercut necessary at the borrow pit West elevation - Daycare area.	Civil	5/16/2011	5/23/2011	5/17/2011
00095	Dimension Between Column Lines 14.4 & 14.5	Multiple	5/16/2011	5/23/2011	5/20/2011
00097	Axial loads in brace frames. S2-04	Structural	5/16/2011	5/23/2011	5/23/2011
00098	Drawing AR1-104: Ceiling Accessories and PWD Sub-ceiling System	Architectural	5/17/2011	5/20/2011	5/23/2011
00102	Building Foundation Drain	Civil	5/18/2011	5/25/2011	5/19/2011
00105	FAS Control System Clarifications	Controls System	5/20/2011	5/25/2011	5/21/2011
00109	EOS dimensions per S4-12 and S4-13	Structural	5/23/2011	5/26/2011	5/25/2011



Exhibit A.3

Clarifications

United Therapeutics Phase II Expansion

General

1. The following items are not included in the GMP:
 - a. Owner's legal / administrative costs;
 - b. Builders' Risk insurance;
 - c. United Therapeutics personnel relocation costs or swing space;
 - d. Hazardous survey, abatement, and/or remediation;
 - e. Third party independent and special testing and inspections;
 - f. Owner's computers, printers, networks, PBX, etc.;
 - g. Owner's furniture, fixtures and equipment;
 - h. Third-party Commissioning and validation services (we have included required support services)
 - i. Topographic and boundary surveys (we have included our construction survey and final surveys for site and building);
 - j. Utility company fees and charges for installation (gas, water, sewer, electric, cable, tele/data);
 - k. Data cabling
 - l. Audio-visual, public address / paging and television systems
 - m. Pool furniture
 - n. AS/RS and related work

01 – DEMOLITION

1. New or extended warranties on existing materials, systems and equipment that are to be relocated are excluded. This involves but is not limited to:
 - a. Metal panel exterior wall systems
 - b. Cooler/Freezer Unit
 - c. Down-flow booth

02 - SITEWORK

1. An allowance of \$[***] for the removal and replacement of unsuitable materials has been included.
2. An allowance of \$[***] for rock excavation using a hoe-ram (rock that is not able to be "ripped" by standard excavation equipment) has been included for the installation of the sanitary sewer only. It is assumed that the rock encountered for all other excavation activities will be rippable.
3. Undercutting of footings is not included.
4. Dewatering systems (both during construction and permanent) are not included. Casual dewatering during construction is included.
5. Performing an ALTA survey has not been included.

03 – FOUNDATIONS

1. N/A

04 – SUBSTRUCTURE

1. N/A

05 – SUPERSTRUCTURE

1. Architectural concrete finishes, special form liners, colored concrete is not included other than what is indicated at the parking deck.
2. Drip pans under the pool slab and fountain piping are included.

06 – EXTERIOR SKIN

1. Segmented exterior curtainwall (not curved) is included.
2. Pool sun-shades to be provided by the Owner. We have included the connection detail to the structural column.
3. Honing of the precast at the Parking Deck has not been included.
4. A sealer has been included at the back exposed face of the black precast.

07 – ROOFING

1. N/A

08 – INTERIOR CONSTRUCTION

1. Only code-required signage has been included in the Building and for the Site Work. Signage for the Parking Deck is included per plans and specifications.
2. Per discussions with the Architect, Devran epoxy paint system as indicated in RFI #82 will be used in lieu of the Saniglass system referenced in RFI #34.

09 – CONVEYING

1. ThyssenKrupp requires a [***]% down-payment within 30 days after receipt of the subcontract agreement.

10 – SPECIAL CONSTRUCTION

1. A total direct cost allowance of \$[***] is included for the pool, the water features and the water fountain. Once we receive the answers to the related RFIs, we will provide actual pricing.

11 – PLUMBING / PROCESS PIPING

1. Refer to 13 — HVAC below.

12 – FIRE PROTECTION

1. Replacement of the existing fire pump impeller is included.
2. If one spare tank of fire suppression gas (unconnected) is required, add \$[***].
3. Full room live system testing of fire suppression systems is not included.

13 – HVAC

1. Hook up of the packaging equipment to clean dry air, water, supply or exhaust air systems is not included.
2. All tie-ins to the existing piping systems are based upon existing valved future tie in points. Shut down of the existing HVAC wet pipe systems inclusive of refill and restart is not included.
3. Opposite season inspection, or phased turnover testing and balancing work is not included.
4. Reworking of the ductwork at AHU #5 in the existing building is included.
5. To use 304 SS SA Duct at AHU017 — 023, add \$[***].
6. To use 304 SS Low Wall RA Drops at Pack Rooms, add \$[***].
7. To use SS RH Coils in lieu of Galvanized (Specified), add \$[***].

414 – ELECTRICAL

1. Work associated with the incoming utility company or service provider is not included.
2. A direct cost of \$[***] for photovoltaic arrays and modules is included.

3. A single point connection for systems furniture is included. Power or telecommunication wiring within the base of the systems furniture is not included.

15 – JOBSITE MANAGEMENT

1. No clarifications.

16 – PROJECT REQUIREMENTS

1. No clarifications.



Exhibit C

Construction Managers Compensation United Therapeutics Phase II Expansion

I. Construction Managers Fee

1. The Contractor's Fee: Base Fee of [***] Percent ([***]%) of the Cost of the Work. If the Owner and Architect determine that there is no punch list work required to be performed after Substantial Completion of the entire Work, the Contractor shall be entitled to a "Zero Defects Bonus" equal to [***] percent ([***]%) of the final Cost of the Work. The parties acknowledge that if the Zero Defects Bonus is earned by the Contractor, it shall be paid pursuant to Change Order as part of final payment.

II. Self Performance of Work

The Construction Manager intends to self perform the following scope of work at the fixed labor rates in Attachment C.3.

- Drywall
- Safety & Protection
- Cleaning
- Rough Carpentry
- Installation of Doors, frames, hardware, and specialties
- Misc Concrete work (optional)

Per the Contract Documents, the Construction Manager must be able to demonstrate to the Owner's reasonable satisfaction that self-performance of such Work by the Construction Manager will be at competitive terms, conditions and rates.

III. Construction Managers Liability Insurance and Subguard Insurance fixed rates

1. Construction Manager will be compensated for General Liability Insurance and Excess/Umbrella Liability Insurance at a fixed rate of [***]% of the Cost of the work less Construction Managers Fee. General Liability Insurance will be billed with the first requisition. Other insurance required to be provided by the Construction Manager pursuant to the terms of Exhibit D are included and subject to the approval of the Owner.
2. Construction Manager will be compensated for Subguard insurance at a fixed rate of [***]% of the total Subcontracted Cost. Subguard insurance premiums will be billed with the first requisition.



Attachment C.1
Schedule of Values
United Therapeutics Phase II Expansion

SYSTEMS NUMBER	DESCRIPTION	BUILDING	GARAGE	TOTAL
1	DEMOLITION	***	N/A	***
2	SITEWORK	***	N/A	***
3	FOUNDATIONS	w/ Superstructure	w/ Superstructure	***
4	SUBSTRUCTURE	w/ Superstructure	w/ Superstructure	***
5	SUPERSTRUCTURE	***	***	***
6	EXTERIOR SKIN	***	***	***
7	ROOFING	***	***	***
8	INTERIOR CONSTRUCTION	***	***	***
9	CONVEYING	***	***	***
10	SPECIAL CONSTRUCTION	***	***	***
11	PLUMBING/PROCESS PIPING	***	***	***
12	FIRE PROTECTION	***	***	***
13	MECHANICAL	***	***	***
14	ELECTRICAL	***	***	***
15	JOBSITE MANAGEMENT	***	w/ Building	***
16	GENERAL REQUIREMENTS	***	w/ Building	***
	SUBTOTAL	\$ ***	\$ ***	\$ ***
	SubGuard Insurance	***	***	***
	Construction Manager's Contingency	***	***	***
	Construction Manager's Insurance	***	***	***
	Construction Manager's Fee	***	***	***
	SUBTOTAL	\$ ***	\$ ***	\$ ***
	Preconstruction Services	***	w/Building	***
	GUARANTEED MAXIMUM PRICE	\$ ***	\$ ***	\$ 49,940,043



Attachment C.2
General Conditions Summary
United Therapeutics Phase II Expansion

TOTAL GENERAL CONDITIONS

General Conditions	[***]
General Requirements	[***]
Total	[***]

TIMBERLINE BREAKDOWN - OVERALL

General Conditions	[***]
Misc Safety equipment & Materials	[***]
Fire extinguishers	[***]
First Aid supplies and equipment	[***]
Total Jobsite Requirements	[***]

General Requirements	[***]
Misc Safety equipment & Materials	[***]
Fire extinguishers	[***]
First Aid supplies and equipment	[***]
Total Project Requirements	[***]

Total General Conditions	[***]
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TIMBERLINE BREAKDOWN - DETAIL

Staffing	[***]
Temporary Facilities	[***]
General Expenses	[***]
Jobsite Management	[***]

Protection & Safety	[***]
Cleaning	[***]
Temporary Utilities	[***]
Project Requirements	[***]

Total General Conditions	[***]
---------------------------------	-------



Attachment C.2
General Conditions Details
United Therapeutics Phase II Expansion

SYS NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	##	TOTAL	CATEGORY
GENERAL CONDITIONS COSTS								
15	Jobsite Management							
	C.M. Staff							
	Project Executive	0.0	mh			—		
	Project Sponsor	0.0	wk			—		
	Senior Project Manager (Holst)	67.0	wk	***	***	***		staffing
	Project Manager (Johns)	69.3	wk	***	***	***		staffing
	Project Engineer #1 (Alfaro)	73.6	wk	***	***	***		staffing
	Project Engineer #2 (Pepple)	67.0	wk	***	***	***		staffing
	Project Engineer #3 (TBD) - ETOPS	66.3	wk	***	***	***		staffing
	General Superintendent	52.0	wk	***	***	***		staffing
	Superintendent (Frey)	67.0	wk	***	***	***		staffing
	MEP Coordinator (TBD)	52.0	wk	***	***	***		staffing
	FOC (David)	77.6	wk	***	***	***		staffing
	Commissioning PM (Sterritt)	17.3	wk	***	***	***		staffing
	Safety Coordinator	11.0	wk	***	***	***		staffing
	BIM Engineering	56.0	wk	***	***	***		staffing
	Procurement	12.0	wk	***	***	***		staffing
	Project Accountant	15.0	wk	***	***	***		staffing
	SUBTOTAL: C.M. Staff				***			
	Jobsite Office							
	Office - DPR & Architect	16.0	mo	***	***	***		temporary facilities
	Break Trailer/ Field Office	13.0	mo	***	***	***		temporary facilities
	Jobsite Set-up/take down	1.0	ls	***	***	***		temporary facilities
	Field & Break Trailer furniture	1.0	ls	***	***	***		temporary facilities
	Copy Machine	16.0	mo	***	***	***		temporary facilities
	Computer	140.8	mm	***	***	***		temporary facilities
	Network & Server/ Wireless Access	16.0	mo	***	***	***		temporary facilities
	T1 Line set up and charges		mo			w/ DPR office		temporary facilities
	Printers/Fax 2 ea	1.0	ls	***	***	***		temporary facilities
	Plotter		mo			not required		temporary facilities
	Jobsite Telephones					w/ cell phones		temporary facilities
	Jobsite Telephones-Service set up					w/ cell phones		temporary facilities
	Cell phone Monthly Cost	140.8	mm	***	***	***		temporary facilities
	Temporary Toilets (trailers)				W/trailers	W/trailers		temporary facilities
	Project Sign	1.0	ls	***	***	***		temporary facilities
	SUBTOTAL: Jobsite Office				***			
	Jobsite Office Eq/Services							
	Postage/Federal Express	16.0	mo	***	***	***		temporary facilities
	Offices upplies & consumables	16.0	mo	***	***	***		temporary facilities
	Meetings supplies & refreshments	16.0	mo	***	***	***		temporary facilities
	Progress Photographs/digital camera	1.0	ls	***	***	***		temporary facilities
	Reproduction costs	1.0	ls	***	***	***		general expenses
	ETOPS printing & binders	1.0	ls	***	***	***		general expenses
	SUBTOTAL: Jobsite Office Eq/Services				***			
	SUBTOTAL: 15 - Jobsite Management						***	
16	Jobsite Management Services							
	Safety/Cleanup							
	Jobsite Safety-labor					—	W/Gen Req'm & Direct work	
	Misc Safety equipment & Materials	13.0	mo	***	***	***		safety
	Fire extinguishers	1.0	Ls	***	***	***		safety
	First Aid supplies and equipment	13.0	mo	***	***	***		safety
	Interim Cleanup -labor					—	W/Gen Req'm & Direct work	
	Clean build protocol					—	W/Gen Req'm & Direct work	
							W/Gen Req'm &	

Final Clean-up-building						—	Direct work
Debris Boxes (to supplement trades)						—	W/Gen Req'm & Direct work
Site Fencing						—	W/Gen Req'm & Direct work
Guard Service						—	W/Gen Req'm & Direct work
SUBTOTAL: Safety/Cleanup						***	
Temporary Services							
Living/travel-Per diem	1.0	ls	***	***	***		staffing
Jobsite Vehicles (Supers trucks)	39.5	mo	***	***	***		staffing
Car Allowances						—	W/rates
Fuel	39.5	mo	***	***	***		staffing
Temp utilities @ DPR trailers-set up						—	With Electrical
Temporary Toilets	13.0	mo	***	***	***		general expenses
Temp utilities @ DPR trailers-consumpt.						—	W/Gen Req'm & Direct work
Temp. Electrical Set-up/take down Const.						—	With Electrical
Temporary lighting-bldg & site						—	With Electrical
Temporary Heat						—	W/direct work
Construction Power Costs, set up						—	W/direct work
Temporary Roads							W/direct work
Protect finishes						—	W/Gen Req'm & Direct work

[illegible]

Months 1-3	3.0	mn				—	By Owner	utilities
Months 4-7	4.0	mn				—	By Owner	temporary utilities
Months 8-13	6.0	mn				—	By Owner	temporary utilities
Permanent Power consumption (mn 16+)						—	By Owner	
Permanent Utility Consumption (gas, fuel, water, etc.)						—	By Owner	
Protect finishes	6.0	mn	***	***	***			protection
Protect Equipment	5.0	mn	***	***	***			protection
Protect flooring	1.0	Ls	***	***	***			protection
Protect ceilings, walls						—	W/drywall	protection
Protect Aquarium						—		
Off site storage (if req'd) 3,000sf warehouse						—		
All hoisting/temp elev/cranes/etc						—	W/all trades & equipment as nec.	
Temp freight elevator (extend warrantee)						—	W/elevators	
Trash Chute	6.0	mn	***	***	***			protection
Misc hoisting				W/trades		W/trades		
SUBTOTAL: Temporary Services					***			
Site Conditions								
Site Surveyor - Registered (to be subcont.)				W/subcontracts		W/subcontracts		
Temporary Roads & parking						—	W/excavation/paving	

SYS NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	##	TOTAL	CATEGORY
	Dust Control & street cleaning					—	W/Site work	
	Wood Barricades/Signs@ trailer/bldg entry					—	W/Site work	
	Flagman/Traffic Control (with trades as req'd)					—	W/Site work	
	Testing/Inspection-by Owner-3rd party inspect					—	By Owner	
	SUBTOTAL: Site Conditions				***			
	SUBTOTAL: GENERAL REQUIREMENTS COST						***	
	TOTAL GENERAL CONDITIONS						***	

ATTACHMENT C.3
FIXED RATES FOR LABOR
UNITED THERAPEUTICS, PHASE II EXPANSION

BILLING RATES

The following hourly rates are fully burdened and are effective through **December 2012** as shown below.

Title	Rates		
	Hourly	Overtime	Double Time
Principal	\$ [***]	Not Applicable	Not Applicable
Project Executive	\$ [***]	Not Applicable	Not Applicable
Precon Leader	\$ [***]	Not Applicable	Not Applicable
Precon Manager	\$ [***]	Not Applicable	Not Applicable
Estimator	\$ [***]	Not Applicable	Not Applicable
Estimating Assistant	\$ [***]	Not Applicable	Not Applicable
MEP Estimator	\$ [***]	Not Applicable	Not Applicable
MEP Coordinator	\$ [***]	Not Applicable	Not Applicable
Senior Project Manager	\$ [***]	Not Applicable	Not Applicable
Project Manager	\$ [***]	Not Applicable	Not Applicable
Safety Coordinator	\$ [***]	Not Applicable	Not Applicable
BIM Engineer	\$ [***]	Not Applicable	Not Applicable
Senior Project Engineer	\$ [***]	Not Applicable	Not Applicable
Project Engineer	\$ [***]	Not Applicable	Not Applicable
Field Office Coordinator	\$ [***]	Not Applicable	Not Applicable
Equipment Manager	\$ [***]	Not Applicable	Not Applicable
Project Accountant	\$ [***]	Not Applicable	Not Applicable
Tech Support	\$ [***]	Not Applicable	Not Applicable
Senior Superintendent	\$ [***]	Not Applicable	Not Applicable
Superintendent	\$ [***]	Not Applicable	Not Applicable
Area Superintendent	\$ [***]	Not Applicable	Not Applicable
Scheduler	\$ [***]	Not Applicable	Not Applicable
Carpenter Foreman	\$ [***]	\$ [***]	
Carpenter – Drywall/Finishes	\$ [***]	\$ [***]	
Carpenter – Rough Carpentry	\$ [***]	\$ [***]	
Labor Foreman	\$ [***]	\$ [***]	
Laborer – Drywall/Finishes	\$ [***]	\$ [***]	
Laborer – Cleanup/Safety	\$ [***]	\$ [***]	

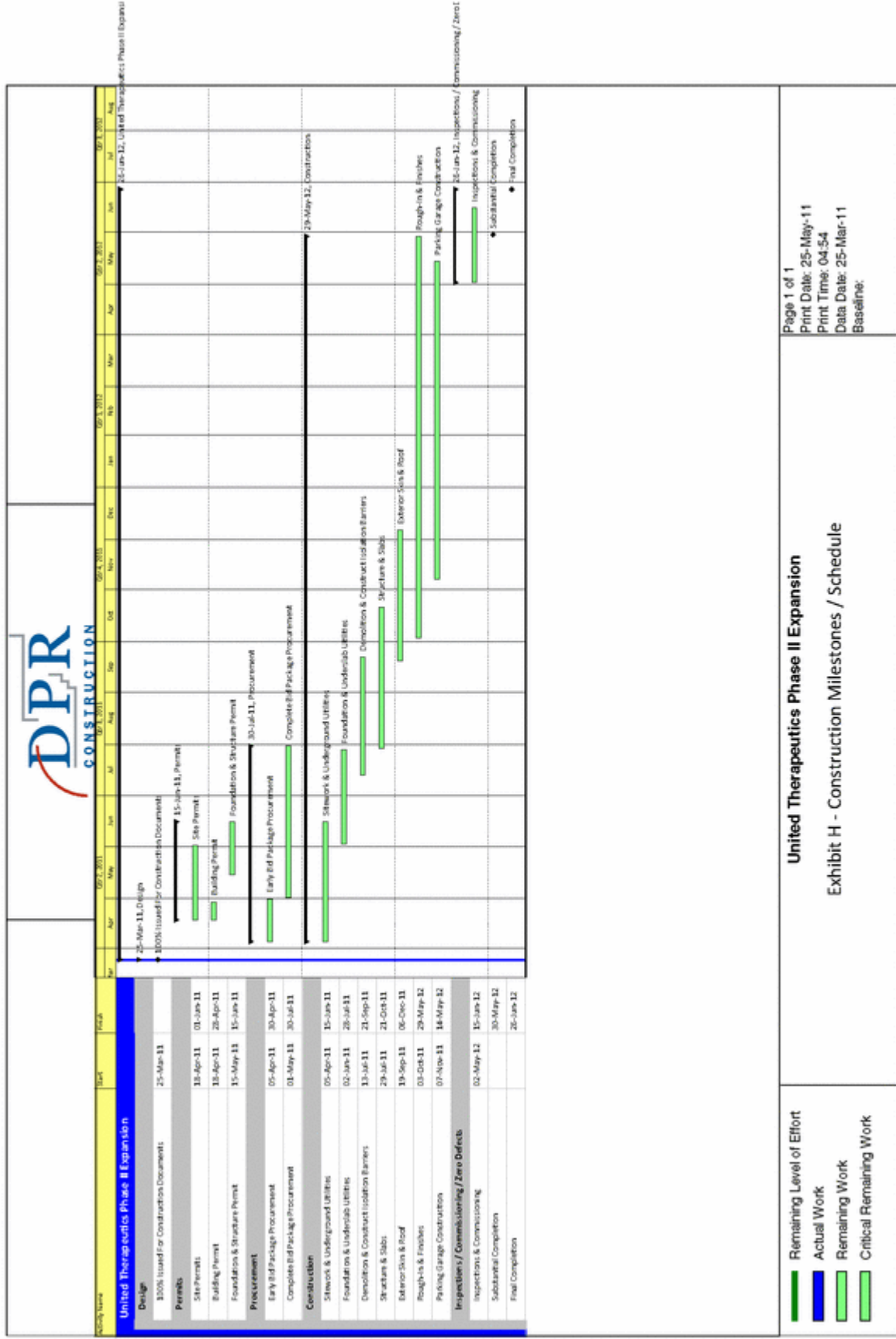
The composite rates defined herein are fixed as stipulated rates by agreement of the Owner and DPR Construction and include all statutory fringes, benefits, payroll taxes and insurance, and employee benefits. Notwithstanding any language in the Contract Documents to the contrary, these fixed rates shall, when multiplied by actual, allowable hours worked, constitute cost of the work, as that term is used in the Contract Documents, to calculate DPR Construction's contract compensation and/or Change Order pricing for each labor classification and equipment item listed. Owner agrees to compensate DPR Construction's labor solely in accordance with these fixed rates. Where Owner has the right under the Contract Documents to audit Contractor's costs, such right with respect to these fixed rates shall be limited to auditing the quantity of labor hours worked and shall not include items of cost included in the fixed rates.

Contractor's Fixed Rates are subject to increase on an annual basis on the anniversary date of the rates as shown above not to exceed 3% per annum. Value of such rate change is included in the GMP but shall not be required to be reimbursed pursuant to Change Order.



Exhibit H

**Construction Milestones/Schedules
United Therapeutics Phase II Expansion
May 25, 2011**



United Therapeutics Corporation
Ratio of Earnings to Fixed Charges
(Unaudited)

	Six Months Ended June 30, 2011	Year Ended December 31,				
		2010	2009	2008	2007	2006
		(\$ in thousands, except for ratio of earnings to fixed charges)				
Earnings:						
Earnings (losses) from continuing operations before income taxes	\$ 140,871	\$ 155,150	\$ 18,620	\$ (84,613)	\$ 3,941	\$ 37,439
Add:						
Loss from equity investee	67	160	141	226	321	491
Fixed charges	11,057	20,089	18,326	17,357	16,855	3,589
Less: capitalized interest	(216)	(103)	(5,154)	(4,757)	(689)	—
Earnings (losses), as adjusted	<u>\$ 151,779</u>	<u>\$ 175,296</u>	<u>\$ 31,933</u>	<u>\$ (71,787)</u>	<u>\$ 20,428</u>	<u>\$ 41,519</u>
Fixed charges:						
Interest expense (1)	\$ 10,841	\$ 19,714	\$ 12,875	\$ 11,439	\$ 14,281	\$ 2,417
Capitalized interest	216	103	5,154	4,757	689	—
Portion of rentals representative of interest factor	—	272	297	1,161	1,885	1,172
Fixed charges	<u>\$ 11,057</u>	<u>\$ 20,089</u>	<u>\$ 18,326</u>	<u>\$ 17,357</u>	<u>\$ 16,855</u>	<u>\$ 3,589</u>
Ratio of earnings to fixed charges	<u>13.73</u>	<u>8.73</u>	<u>1.74</u>	<u>(4.14)</u>	<u>1.21</u>	<u>11.57</u>
Excess of fixed charges over earnings	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 89,144</u>	<u>\$ —</u>	<u>\$ —</u>

(1) Includes amortization of debt discount and issue costs

NOTE: The ratio of earnings to fixed charges should be read in conjunction with the Consolidated Financial Statements and related Notes to the Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the year ended December 31, 2010, and this Quarterly Report on Form 10-Q for the three months ended June 30, 2011.

**CERTIFICATION PURSUANT TO RULE 13a-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934**

I, Martine A. Rothblatt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Therapeutics Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 28, 2011

/s/ MARTINE A. ROTHBLATT

By: Martine A. Rothblatt, Ph.D.

Title: *Chairman and Chief Executive Officer*

**CERTIFICATION PURSUANT TO RULE 13a-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934**

I, John M. Ferrari, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Therapeutics Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 28, 2011

/s/ JOHN M. FERRARI

By: John M. Ferrari

Title: *Chief Financial Officer and Treasurer*

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of United Therapeutics Corporation (the "Company") Form 10-Q for the period ended June 30, 2011 as filed with the Securities and Exchange Commission (the "Report"), I, Martine A. Rothblatt, Chief Executive Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

July 28, 2011

/s/ MARTINE A. ROTHBLATT

Martine A. Rothblatt, Ph.D.
Chairman and Chief Executive Officer
United Therapeutics Corporation

THE FOREGOING CERTIFICATION IS BEING FURNISHED SOLELY PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 AND IS NOT BEING FILED AS PART OF THE FORM 10-Q OR AS A SEPARATE DISCLOSURE DOCUMENT.

A SIGNED ORIGINAL OF THIS WRITTEN STATEMENT REQUIRED BY SECTION 906, OR OTHER DOCUMENT AUTHENTICATING, ACKNOWLEDGING, OR OTHERWISE ADOPTING THE SIGNATURE THAT APPEARS IN TYPED FORM WITHIN THE ELECTRONIC VERSION OF THIS WRITTEN STATEMENT REQUIRED BY SECTION 906, HAS BEEN PROVIDED TO UNITED THERAPEUTICS CORPORATION AND WILL BE RETAINED BY UNITED THERAPEUTICS CORPORATION AND FURNISHED TO THE SECURITIES AND EXCHANGE COMMISSION OR ITS STAFF UPON REQUEST.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of United Therapeutics Corporation (the "Company") on Form 10-Q for the period ended June 30, 2011 as filed with the Securities and Exchange Commission (the "Report"), I, John M. Ferrari, Chief Financial Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

July 28, 2011

/s/ JOHN M. FERRARI

John M. Ferrari
Chief Financial Officer and Treasurer
United Therapeutics Corporation

THE FOREGOING CERTIFICATION IS BEING FURNISHED SOLELY PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 AND IS NOT BEING FILED AS PART OF THE FORM 10-Q OR AS A SEPARATE DISCLOSURE DOCUMENT.

A SIGNED ORIGINAL OF THIS WRITTEN STATEMENT REQUIRED BY SECTION 906, OR OTHER DOCUMENT AUTHENTICATING, ACKNOWLEDGING, OR OTHERWISE ADOPTING THE SIGNATURE THAT APPEARS IN TYPED FORM WITHIN THE ELECTRONIC VERSION OF THIS WRITTEN STATEMENT REQUIRED BY SECTION 906, HAS BEEN PROVIDED TO UNITED THERAPEUTICS CORPORATION AND WILL BE RETAINED BY UNITED THERAPEUTICS CORPORATION AND FURNISHED TO THE SECURITIES AND EXCHANGE COMMISSION OR ITS STAFF UPON REQUEST.
