Rochester Site Requirements for Tenants

EASTMAN KODAK COMPANY

The Rochester Site Requirements Document is a controlled document.
No changes can be made.
Editor: Rochester Site Contracting Office

June 8, 2007

© Eastman Kodak Company 1999

TABLE OF CONTENTS PAGE

1.0 INTRODUCTION 3
2.0 DEFINITIONS 3
3.0 COORDINATION BETWEEN KODAK AND TENANT 3
4.0 KODAK RULES OF CONDUCT 4
5.0 HEALTH, SAFETY AND ENVIRONMENT 4
6.0 PHOTOGRAPHS AND DIGITAL IMAGES ON KODAK PROPERTY 8
7.0 PERSONNEL AND VEHICULAR ACCESS TO ROCHESTER PLANT SITES..... 9
8.0 OBTAINING BUILDING, PLUMBING, AND ELECTRICAL PERMITS.....10
9.0 SITE SERVICES 10
10.0 KODAK PARK NOISE POLICY 11
11.0 SITE VISITS BY REGULATORY AGENCIES 11
12.0 SEVERE WEATHER AND NATURAL DISASTER PLANS….. 11

1.0 INTRODUCTION

1.1 All Tenants and Subtenants occupying space in or at a Kodak Rochester Site are required to use such space, and all other Kodak Rochester Site facilities, at all times in compliance with the requirements provided herein (the "Site Requirements").

1.2 Each Tenant and Subtenant has the responsibility to inform its employees, Contractors, Subcontractors, agents and any other person accessing a Kodak Rochester Site at its request that these requirements are to be strictly observed.

1.3 Kodak reserves the right to make reasonable updates and modifications to these Site Requirements from time to time, and, provided that such updates and modifications do not materially interfere with the Tenant's permitted use of the Tenant's leased premises, such updates and modifications shall apply, after the giving of reasonable notice thereof, to Tenants and Subtenants with the same force and effect as the original requirements.

2.0 DEFINITIONS

2.1 **Kodak Rochester Site***:* Property and facilities located in the Greater Rochester, New York area which are owned and/or operated by Kodak.

2.2 **Contractor**: Any person, firm, or other third party hired to perform service for Kodak or any other party on a Kodak Rochester Site.

2.3 **Subcontractor**: Any third party which directly or indirectly contracts with a Contractor or Subcontractor to perform work on a Kodak Rochester Site.

2.4 **Tenant**: Any third party which occupies space under a lease, license occupancy or other agreement with Kodak at a Kodak Rochester Site.

2.5 **Subtenant**: A third party which subleases, sublicenses or otherwise occupies space at a Kodak Rochester Site from a Tenant.

2.6 **Kodak Representative**: The Kodak employee responsible for managing the relationship between Kodak and the Tenant for day-to-day building and site issues.

2.7 **Building Manager**: The facilities management employee (contract or Kodak) responsible for interfacing with the Tenant for day-to-day building and site issues.

3.0 COORDINATION BETWEEN KODAK AND TENANT

3.1 All Tenants and Subtenants, and their Contractors and Subcontractors, shall interact principally with Kodak regarding day-to-day building and site issues through an assigned Building Manager. The Building Manager is the primary communication link between the Tenant and Kodak for such issues.

3.2 For Tenants and Subtenants, and their Contractors and Subcontractors, unless otherwise specified in writing by Kodak, the Building Manager shall be the Building Manager for the building occupied by the Tenant.

3.3 Any changes to, modifications of, or impairments to any Kodak Rochester Site by any Tenant affecting fire protective equipment, fire walls, fire doors, alarm systems, any emergency equipment or devices, or building infrastructure must be reviewed with the Building Manager.

4.0 KODAK RULES OF CONDUCT

4.1 Personal conduct is the driving force for maintaining an environment that is free from pressures and diversions that are not appropriate for a work setting. All employees and agents of all Tenants, Subtenants and their Contractors and Subcontractors are required to know and follow Kodak's Rules of Conduct, set forth in Sections 4.1 through 4.11 hereof, while on Kodak Rochester Sites.

4.2 Know and follow Health, Safety and Environmental rules and procedures, detailed in Section 5.0 herein.

4.3 There shall be NO SMOKING at any Kodak Rochester Site (except in Kodak approved designated areas).

4.4 No firearms, explosives or other weapons shall be brought onto or used at any Kodak Rochester Site at any time.

4.5 No person shall use, manufacture, sell, distribute or possess alcoholic beverages, illegal drugs or other illegal chemical substances on any Kodak Rochester Site, nor shall any person report to work or enter any Kodak Rochester Site at any time under the influence of alcoholic beverages or illegal drugs.

4.6 No person shall engage in fighting, horseplay or gambling, on any Kodak Rochester Site.

4.7 No theft, unauthorized use, removal, destruction, falsification, or defacing of Kodak products, records, or property.

4.8 No unauthorized disclosure of Kodak information.

4.9 No person shall perform solicitation, in any manner or form, outside of the leased areas, including common areas.

4.10 No conduct, which may be perceived by others as harassing, threatening, discriminatory or offensive (verbal, non-verbal, physical or sexual), shall be allowed on any Kodak Rochester Site.

4.11 The Tenant shall also:

4.11.1 provide Kodak with the name of a Tenant contact person to whom Kodak can refer complaints;

4.11.2 upon request, inform Kodak of the steps taken to investigate allegations that a Tenant employee has engaged in acts of harassment, whether the investigation indicates that the allegations are true, and whether disciplinary action was taken.

4.11.3 work cooperatively with Kodak to investigate situations involving employees of Kodak and the Tenant.

5.0 HEALTH, SAFETY AND ENVIRONMENT

5.1 The Health, Safety & Environment (HSE) performance demonstrated by Tenants is part of the selection criteria in Kodak's decisions to enter into leases and extensions thereof.

5.2 The Tenant shall be responsible to communicate and ensure an understanding of all HSE requirements to its Contractors, Subcontractors, Subtenants, agents, visitors, and

employees working on a specific project prior to occupancy or commencement of any project.

5.3 If unsafe acts or conditions are observed that are deemed to present an immediate danger, Kodak may require that corrections are made immediately and may stop work. Consequences of any such work stoppage shall be borne by the Tenant with no recourse against Kodak or Kodak employees, except in cases of a stoppage of a production line or other business activity being conducted by a Tenant or Subtenant wholly within such Tenant or Subtenant's leased premises where Kodak had no reasonable basis for ordering the work stoppage.

5.4 **Site Orientation**

5.4.1 Each Tenant and Subtenant shall ensure that all its employees, Contractors and Subcontractors and agents attend a general site orientation managed by the Rochester Site Contracting Office prior to reporting for work at Kodak. This training is valid for 2 years.

5.4.2 In addition, a building or work area site specific HSE orientation specifically designed to enable the individual to recognize potential hazards and understand safe work practices is required.

5.5 **Incident Reporting**

5.5.1 Tenants and Subtenants will immediately upon discovery, report to the Kodak Communications Center by dialing 585-722-9911 all:

- Occupational injuries/illnesses requiring emergency treatment (including anything involving blood)
- fires (extinguished or not)
- reportable environmental incidents (including spills, blood, mercury, PCB's)

All Tenants and Subtenants must also notify their Kodak Representative of these incidents within 24 hours.

5.6 **Equipment and Tools**

5.6.1 All Tenants and Subtenants, and their Contractors and Subcontractors, shall be responsible for the safe operation of any equipment or tools brought on a Kodak Rochester Site. Equipment and tools will only be used or operated by persons thoroughly trained, in accordance with manufacturer specifications and government standards, and qualified to operate that particular equipment.

5.6.2 Kodak shall have no responsibility for any loss or damage to any Tenant or Subtenant, or their Contractors or Subcontractors, equipment or tools, or for the security of such equipment or tools on the Kodak Rochester Site.

5.6.3 Kodak Owned (including Kodak Leased): Except as otherwise authorized in a written agreement executed by an authorized representative of Kodak, the use of Kodak-owned tools or equipment, by a Tenant or any other non-Kodak employee is forbidden.

5.7 **Flammable Liquids, Gases, and Combustibles**: Flammable liquids and gases or bulk tanks may not be brought on Kodak property without prior approval of the Building Manager and the Kodak Fire Department. Storage of quantities greater than 25 gallons of any liquids, gases, and other combustible materials on Kodak premises must be reviewed by the Building Manager (and/or Kodak Fire Department). Significant changes in storage configuration of combustible materials and use and storage of flammable and combustible liquids or gases must be reviewed by the Building Manager (and/or the Kodak Fire Department). Storage and use of hazardous materials must comply with the New York State Code to which the certificate of occupancy has been issued (NFPA 30 Table 6.2.3 and International Building Code Table 307.7).

5.8 **Permits, Requests and Approvals**: A permit, request or approval is required for certain activities on Kodak Rochester Sites. The Contractor or Subcontractor is responsible to work with the Building Manager to identify the permit, request or approval and to acquire the permit, request or approval and to understand and follow the requirements defined on the permit, request or approval.

5.8.1 Site, building, facilities and utilities related permits, requests and approvals, call 724-3535 (Call Center):

- Site-Asphalt, Curb, Fence, Rail, Post , Lawn Request
- Lifewalk Request
- Outside Signage Request
- Pest Control Request
- Rochester Site Roadblock Permit
- Site-Survey Request
- Trailer Request (for siting a trailer on Kodak Rochester Sites)
- Electrical Inspection Request
- Cutting & Coring Structural Elements Work Permit
- Mobil Cranes Permit
- New Electrical Service Request
- Relocation or Removal of Electrical Equipment Request
- Plumbing Authorization Request
- Rigging Permit
- Temporary Power Permit
- Roofing Services Request
- Electrical Panel Directory Update Request
- Scaffolding Permit
- Electrical Feeder Circuit Breaker Operation Request
- Excavation Permit Request
- Stake Out Utilities Request
- Utility Disconnect Request

5.8.2 HSE related permits, requests and approvals, call 726-6HSE:

- Material Safety Data Sheets (MSDS) Request
- Industrial/Sanitary/Storm Sewer Usage Request (Kodak Waste Information Characterization KWIC)
- Waste Disposal Request

5.8.3 Fire and security permits, requests and approvals, call 722-2121 (Control Center):

- Confined Space Permit
- Sprinkler Riser Shutdown Permit
- Sprinkler Approval
- Authorization to Take Pictures
- Open Flame/Hot Work Permit

5.8.4 Open Flame/Hot Work permits are required for any heat, sparking or open flame work. This includes but is not limited to:

- blow torches
- welders
- lead kettles and pots
- electric heating irons and Thermogrip soldering tongs
- "Thermit" welding
- abrasive cutoff wheels on metals
- salamanders
- bitumen heating kettles
- heated bitumen tankers
- flameless heat guns

Fire watch assignments may be required on certain open flame/hot work jobs as determined by the Kodak Fire Department and arranged by the Building Manager.

Only carbon dioxide and water fire extinguishers are permitted on Kodak Rochester Sites. "ABC All Purpose" or dry chemical extinguishers are not permitted for use on Kodak Rochester Sites.

5.9 **Radiation Sources**: Radioactive material shall not be brought onto Kodak property or buildings without prior approval from the Kodak Radiation Safety Officer. This especially applies to high-intensity radiography sources used for welding inspection and other purposes. If the Tenant and Subtenant have a valid radioactive material license form the New York State Department of Labor, arrangements can be made with the Kodak Radiation Safety Officer in advance to allow routine use of licensed radioactive material.

5.10 **Rigging**: Contractors or Tenant's employees, agents, and other persons accessing a Kodak Rochester Site may not rig from a Kodak owned structure without approval from their Building Manager.

5.11 **Vehicle Safety Rules:** All Tenants must comply with all New York State vehicle and traffic laws and the following while on Kodak property:

- Seatbelts must be worn by all drivers and passengers in all vehicles being operated on Kodak premises when vehicles are so equipped.
- Personnel shall not ride in any compartment not intended for passenger occupancy.
- Smoking is not permitted in vehicles while on Kodak premises.
- Individuals will drive and park in a safe manner and obey speed regulation signs and site conditions. Parking is allowed only in designated spaces. Drivers shall back vehicles into parking spaces if the parking space is perpendicular to a Kodak Park road.
- Vehicles are subject to inspection by Kodak's Security staff at any time.
- When driving vehicles not equipped with automatic backup alarms, the driver will sound the horn prior to and during backing up.
- The use of hand-held cellular telephones is prohibited while driving on Kodak property.

5.12 Waste Management

Disposal of wastes and/or wastewaters from Tenant locations must be in accordance with lease, applicable federal, state and local laws and regulations and building procedures.

5.13 HSE Information Notification of Change

5.13.1 Tenants who lease or license space from Kodak are required to:

- Notify the Kodak Representative and the Building Manager immediately of significant changes associated with operations. Significant changes include but are not limited to:
  - Changes to emergency procedures, shared egress, traffic flow, building architecture.
  - Significant modification to processes or equipment that affects Kodak utilities and facilities (e.g. water, building air, breathing air, electric, ventilation, industrial sewer, fire protection systems, alarm systems, pollution prevention devices).
  - Significant new uses or volume increases of hazardous chemicals (defined by OSHA 1910.1200 Hazard Communication.
  - Processes or equipment with inherent hazards (e.g. chemical, noise, radiation, high pressure, high temperature, high voltage) that if a failure occurs, could result in significant risk.
  - Changes to testing and maintenance of key safety systems (e.g. rupture disks, relief valves) and engineering controls that could result in significant risk.

6.0 PHOTOGRAPHS AND DIGITAL IMAGES ON KODAK PROPERTY

The following restrictions on photography by Tenants and Subtenants apply to all portions of any Kodak Rochester Site, including all common areas to which such Tenants and Subtenants have access, provided that no such restriction shall apply to Tenants or Subtenants inside their respective leased premises.

6.1 No Tenant or Subtenant shall take any photographs or digital images, nor shall any Tenant or Subtenant make any sound or video recordings including cellular phone camera images at any Kodak Rochester Site without the written consent of Kodak, which consent may be granted by Kodak Rochester Facilities Management only. Requests for such consent shall be submitted in writing to the Kodak Rochester Facilities Property Manager no less than ten (10) business days prior to the proposed date for the taking of such photographs or digital images or making of such video or audio recordings, and such request for consent shall describe in detail the portion of the Kodak Rochester Site which will be used for such photographs or recordings, and the purpose of making such photographs or recordings.

6.2 All approved photography, digital image capture, or recording shall be performed in the presence of the Kodak Representative or another Kodak employee designated by the Kodak Representative.

6.3 Any photographs, digital images, or recordings made with consent by any Tenant or Subtenant shall be submitted immediately after they are produced by the Tenant or Subtenant to the Kodak Representative for review by Kodak, and may not be used by such Tenant or Subtenant for any purpose prior to their review and approval by Kodak to ensure the protection of proprietary information.

7.0 PERSONNEL AND VEHICULAR ACCESS TO ROCHESTER PLANT SITES

7.1 Any Tenant or Subtenant requiring access to any Kodak Rochester Sites (walk-in or drive-in), or desiring access to any portion of any Kodak Rochester Site other than its leased premises or common areas defined in its lease or sublease agreement, must obtain access authorization from its Kodak Representative or designated access coordinator in accordance with site access policies and standards as defined by the Rochester Site Contracting Office. Requests for drive-in vehicle passes (for Kodak Park or other restricted access roadways or parking areas) should be directed to the Rochester Site Contracting Office (Non-Kodak employee Access Coordinator, 477-4999) with required documentation. All drivers must possess a valid driver's license.

7.2 Tenants and Subtenants will be permitted to bring commercial motor vehicles onto the Kodak Park plant site or other restricted access areas only to the extent required for the delivery or removal of materials or equipment.

7.3 All Tenant personnel having access to Kodak Park are required to use Kodak Park internal transportation whenever possible. Personal vehicles are prohibited on the Kodak Park Site unless approved by the Rochester Site Contracting Office. Numerous lots surrounding the perimeter of Kodak sites are available for Tenant and Subtenant parking. Parking arrangements will be coordinated by the Kodak Rochester Parking Office.

7.4 Any individual having access to any Kodak Rochester Site shall, at all times when present at any such Site, prominently display on his/her exterior clothing an identification badge which has been issued by Kodak. All Tenant and Subtenant employees or agents requiring on-site access for greater than 10 days will be issued a Kodak non-Kodak employee photo identification badge clearly identifying the individual and the company they are representing.

7.5 Tenant or Subtenant employees or agents requiring on-site access who do not possess a Kodak non-Kodak employee photo identification badge will be issued a temporary identification badge and must be escorted while on the Kodak Rochester Site by their Kodak Representative or authorized designee.

7.6 All Tenant employees receiving a Kodak non-Kodak employee photo identification badge, and any other Tenants who are requested to do so by Kodak, must attend a Kodak Rochester general site orientation prior to being permitted access to a Kodak Rochester Site.

7.7 Employees and agents of Tenants and Subtenants may be limited to enter a Kodak Rochester Site or particular building at such site, to specified gate location or door only. Changes in hours of access and particular access points can be requested through their Kodak Representative.

7.8 Any Tenants or Subtenants removed from any Rochester Site for due cause, will not be permitted access to that site or any other Kodak Rochester Site in the future.

7.9 Any Tenants and Subtenants whose employees access any Kodak Rochester Site, shall provide in writing to the Rochester Site Contracting Office the name of the individual within its company who will serve as Access Coordinator. Duties of the Access Coordinator include (a) immediate reporting to Kodak of any terminated employee with access to any Kodak Rochester Site (b) monitoring and management of expiration and renewal dates for Kodak non-employee photo identification badges, employee HSE orientations, and company assigned drive-in passes (c) submission of required HSE data to Kodak.

7.10 Tenant employees passing through an electronically controlled ingress or egress point shall present their Kodak non-Kodak employee photo identification badge to the controlling card reader regardless of the door or turnstile condition (i.e., held open, malfunction, etc.).

8.0 OBTAINING BUILDING, PLUMBING, AND ELECTRICAL PERMITS

8.1 With the exception of plumbing permits within the City of Rochester, Kodak will obtain all governmental building, zoning, electrical and other similar permits and approvals relating to any Kodak Rochester Site building work being performed by a Tenant or Subtenant unless Kodak directs otherwise. Each Tenant or Subtenant must notify Kodak, in writing, of all building, plumbing, zoning, and electrical permits and approvals required by any Tenant or Subtenant.

8.2 The Tenant or Subtenant shall not contact any governmental agency on behalf of Kodak without advance written authorization by Kodak for building, plumbing, and electrical permits.

8.3 Except as otherwise provided in the agreement between Kodak and the Tenant or Subtenant, Kodak will schedule and conduct all required building permit, plumbing, and electrical inspections with state and local agencies, except for plumbing inspections within the City of Rochester.

8.4 Nothing in this Article 9 shall modify any of the rights and responsibilities of Tenants and Subtenants with respect to the obligations imposed by any permits and approvals.

9.0 SITE SERVICES

9.1 **Food Service Provider**: It is acknowledged that Kodak has an exclusive agreement with a certain food service provider at each Kodak Rochester Site. Each Tenant shall have the right to use the food service provider selected by Kodak to provide such food services to the Tenant and its respective employees and invitees at each Kodak Rochester Site. Except for the permitted food service provider authorized by Kodak, Tenants shall not have the right to allow other food service provider access to any Kodak Rochester Site.

9.2 **Security Services**: It is acknowledged that Kodak has an exclusive agreement with a certain security and guard service provider at each Kodak Rochester Site. Each Tenant shall have the right to use the security service provider selected by Kodak to provide such security services to the Tenant and its respective employees and invitees at each Kodak Rochester Site. Except for the permitted security service provider authorized by Kodak, which authorization shall not be unreasonably withheld, Tenants shall not have the right to allow other security service providers access to any Kodak Rochester Site.

9.3 Kodak's Mail Service will not deliver third class and bulk mail material, including catalogs, advertising flyers, circulars, pamphlets, action postcards, solicitations/promotions, magazines, seminars, etc. Tenants should have third class mail delivered to their home

or alternative address.

9.4 Tenants shall apply their own postage to all their outgoing mail, documents and packages.

10.0 KODAK PARK NOISE POLICY

10.1 All activities at the Rochester Site shall comply with all applicable municipal noise ordinances.

10.2 Operations that increase noise levels at the fence line can adversely affect the quality of life of plant neighbors and often elicit neighborhood complaints. The Rochester Site Noise Policy applies to all planned activities including, but not limited to, routine maintenance, repair, and construction activities that have the potential to increase fence line noise levels.

10.3 Planned activities which are anticipated to increase fence line noise levels shall be conducted between the hours of 8:00 am and 6:00 pm Monday through Friday unless approved in advance by the Neighborhood Relations Office (585-722-1707).

10.4 Additional approvals from Kodak management may be required prior to conducting planned activities that may increase fence line noise levels before 8:00 am or after 6:00 pm Monday through Saturday, or at any time on Sundays or holidays.

10.5 Any new construction or modification of existing operations shall not result in increased fence line noise levels.

11.0 SITE VISITS BY REGULATORY AGENCIES

11.1 Should any governmental or regulatory agency contact a Tenant to request or demand access to any Kodak Rochester Site for any reason, the Tenant shall notify the Kodak Representative or Building Manager immediately. To the extent that the request or demand for access involves portions of the Site outside of the Tenant's leased premises, the Kodak Representative or Building Manager will coordinate all arrangements between Kodak and the agency.

12.0 SEVERE WEATHER AND NATURAL DISASTER PLAN

12.1 In the event that severe weather or natural disaster conditions create the need for the cancellation or curtailment of operations at any Kodak Rochester Site, the following will occur:

12.1.1 Cancellations, curtailments, or postponements will be broadcast on WROC (channel 8), R-News (GRC channel 9), WHAM-1180 AM, WVOR-100.5 FM, WXXI-1370 AM/88.5 FM, and WDKX-103.9. Recorded messages will be provided regarding restrictions or shutdowns due to severe weather at 585-724-6107.

12.1.2 During a snow emergency, access to Kodak Park will be severely restricted or prohibited to non-Kodak vehicles to maintain essential production and emergency traffic. Alternative parking will be designated at vehicle entrances.

© Eastman Kodak Company 1999