



Workplan

This Exhibit is incorporated into the accompanying Agreement dated the
day of

in the year
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

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

ARTICLE D.1 PROJECT MANAGEMENT TEAM

§ D.1.1 The Members, under their respective Member Agreements, shall establish a Project Management Team
responsible for managing the planning, design and construction activities required to complete the Project in the
collaborative, integrated process intended under the Agreement. Among other things, the Project Management Team
shall be responsible for monitoring and stimulating the progress of the Project and for developing periodic cost
projections, benchmarks, metrics, and standards for evaluating the performance of all Members and Non-Members in
the achievement of timely and cost effective services and construction on the Project. When appropriate, the Project
Management Team shall plan and implement programs to improve Project performance and shall develop Recovery
Plans as required under the Agreement.

§ D.1.1.2 The Project Management Team shall consist of one representative from each Member, authorized to act on
behalf of the Member with respect to the Project. The Members' representatives shall work to the limit of each
representative's professional knowledge, skill and expertise and use best efforts to execute the Project expeditiously,
economically, and in a manner consistent with the best interest of the Project. The Project Management Team shall
consist of the following Member representatives:

Table with 2 columns: Member, Project Team Representative. Rows include Owner, Architect, Construction Manager.

§ D.1.1.3 At its sole discretion, the Project Management Team may choose to include, as advisers, representatives from
certain Non-Members under contract either to a Member or to the Company in order to bring to bear their unique
skills and expertise on particular matters.

§ D.1.2 PROJECT MANAGEMENT TEAM MEETINGS

The Project Management Team shall establish a regular meeting schedule, which, unless the Project Management
Team agrees otherwise, shall require meetings no less frequently than weekly.

§ D.1.3 PROJECT MANAGEMENT TEAM COMMUNICATION

The Members acknowledge that open sharing of Project information is key to the success of the Project, and as such
pledge to provide timely, relevant Project information necessary to the progress of the Work to the other Members on
the Project Management Team and, when relevant and applicable, to Non-Member advisers.

§ D.1.4 PROJECT TEAM DECISIONS

The Project Management Team shall make all decisions in the best interest of the Project. All decisions require the
unanimous affirmative vote of the Member representatives on the Project Management Team. If the Member

representatives are unable to reach a unanimous decision on a matter, they shall refer the matter to the dispute resolution procedures set forth in the Agreement at Article 18 Dispute Resolution.

ARTICLE D.2 INTEGRATED PROJECT DELIVERY SCOPE OF SERVICES

§ D.2.1 GENERAL

The general duties of the Project Management Team are set forth by phase in this Article D.2. The Project Management Team shall set forth the specific responsibilities of each Member and Non-Member in the Integrated Scope of Services matrix and attach it to the Target Cost Amendment as Exhibit DD. Throughout all phases, the Project Management Team shall monitor performance, costs and schedule, shall evaluate progress toward the achievement of Project Goals, and shall determine the extent to which the Project Goals are achieved.

§ D.2.2 CONCEPTUALIZATION PHASE

The Project Management Team shall determine the Project Goals, including goal metrics and the associated Goal Achievement Compensation; determine the design approach and construction strategy for the Project; and delineate the criteria by which subsequent design solutions will be measured. Deliverables shall include, but not be limited to, site analysis, final program, adjacency and flow diagrams, qualitative and quantitative descriptions of the building and its components, preliminary cost models, preliminary schedule, and analysis required to determine a design approach and construction strategy.

§ D.2.3 CRITERIA DESIGN PHASE

The Project Management Team shall create, investigate and determine final strategies for design and construction, consistent with the determinations made during the Conceptualization phase. Deliverables, which shall describe the Project in sufficient detail to allow development of the Target Cost, include: the Project Definition, including the Project Criteria and Project Criteria Design; the Project Schedule; the Integrated Scope of Services matrix; Project Goals and associated Goal Achievement Compensation; and the digital data protocols. On the basis of these deliverables, the Project Management Team shall prepare the Target Cost Breakdown and the Target Cost Amendment, which the Members shall incorporate into the Agreement no later than the conclusion of the Criteria Design phase.

§ D.2.4 DETAILED DESIGN PHASE

The Project Management Team shall ensure the timely development of the Detailed Design Documents, which shall illustrate and describe the development of the approved Criteria Design, and shall consist of the following: drawings, Models, and other documents that may include plans, sections, elevations, typical construction details; diagrammatic layouts of architectural, structural, mechanical, and electrical systems to fix and describe their size and character; specifications of materials and systems to identify them and establish their quality levels; and such other elements as may be appropriate, all of which must be resolved in a manner consistent with the Project Goals. At the conclusion of the Detailed Design phase, all design decisions shall be made and the design of the Project shall be fixed, complete and coordinated as regards arrangements, building elements, materials, systems, quality, and other characteristics such that further design is not necessary in subsequent phases.

§ D.2.5 IMPLEMENTATION DOCUMENTS PHASE

The Project Management Team shall ensure the completion of the Implementation Documents, whose purpose is to augment the Detailed Design with specific data acquired from construction trade contractors, fabricators and suppliers so that the resulting Implementation Documents are suitable for financing, regulatory review and approval, permitting, buyout, and construction. Product specifications shall be finalized and shop drawings, product data and other submittals shall be developed and integrated into the Implementation Documents, so that they will fully and unambiguously describe the design and all related building systems in a manner consistent with the Project Goals.

§ D.2.6 AGENCY REVIEW PHASE

The Project Management Team shall ensure the creation of documents suitable for governmental review and facilitate the review process, which may commence during Criteria Design and continue through the Implementation Documents phase until governmental authorities issue the necessary construction permits.

§ D.2.7 BUYOUT PHASE

The Project Management Team shall manage the procurement of construction contracts and subcontracts necessary to construct the Project within the Target Cost and Project Schedule. To ensure the early involvement of construction contractors, fabricators and suppliers, the Company may award such Non-Member contracts at any time after the Target Cost Amendment is executed, or earlier, if funding is available.

§ D.2.8 CONSTRUCTION PHASE

The Project Management Team shall manage the construction of the Project in conformance with the Implementation Documents and the Project Goals to ensure timely completion within the Target Cost. Among other things, the Project Management Team shall ensure that effective administration and coordination of the construction contractor(s); respond to requests for information; issue modifications to contracts as may be necessary; and process payments to contractor(s).

§ D.2.9 CLOSEOUT PHASE

At the conclusion of the Construction phase, the Project Management Team shall, among other things, manage the commissioning of building systems, issue the final construction contract payment(s), and turn over to the Owner final documents, including warranties, Models, and other documentation. The Project Management Team shall administer the final cost accounting to determine Actual Cost so that the Company can distribute any savings realized to the Members in conformance with the Agreement and the terms of the Member Agreements.

ARTICLE D.3 USE OF BUILDING INFORMATION MODELING AND COLLABORATIVE TECHNOLOGY

§ D.3.1 PROJECT OBJECTIVES AND MODELING GOALS

The Members and their representatives on the Project Management Team affirm their commitment to integrated methodologies for delivering the Project, and for that reason, agree to employ collaborative technologies such as BIM and digital collaboration tools to the greatest possible extent.

§ D.3.2 MODELS AS CONTRACT DOCUMENTS

The Company requires the use of Models as contract documents in the Company's agreements with construction contractors to the fullest extent practicable. In managing the design and construction process, the Project Management Team may choose to augment Models with additional materials including, but not limited to, physical models, renderings, sketches, drawings, reports, or specifications. The Project Management Team is responsible for resolving any conflicts between the Model and any other forms of documentation.

§ D.3.3 MODEL COORDINATION AND ADMINISTRATION

Each Member shall make best efforts to synchronize or otherwise coordinate its services with the work of other Members. In addition, for each phase of the Project, the Integrated Scope of Services matrix identifies a Member charged with the responsibility to "coordinate, integrate and synchronize all Models and other digital information." The Member so charged has the duty during that phase of the Project to assure that the Instruments of Service provided by Members and Non-Members alike develop in a coordinated manner.

§ D.3.4 INTEROPERABILITY AND DATA EXCHANGE PROTOCOLS

Digital information to be exchanged on the Project shall be in accordance with the executed AIA Document E201™-2007, Digital Data Protocol Exhibit, or other digital data protocol document, attached to the Target Cost Amendment as Exhibit FF.