QUANTA

Real Estate Policy Handbook

To: Quanta Operating Units

The purpose of this handbook is to provide you with the information and requirements now in place at Quanta Services as it pertains to all real estate transactions. This is solely meant for a reference tool to help guide you through the real estate process. Although the Real Estate Portfolio Manager is available to answer your questions, the handbook will help with immediate answers. This policy applies to all of the following real estate requirements:

1. Acquisition of real property
2. Disposition of real property
3. Leases
4. Lease renewals
5. Subleases
6. Assignments
7. Expansions of existing facilities
8. Related party transactions
9. Relocations
10. Consolidation between operating units
11. Leasehold alterations
12. Facility improvements
13. Subordination and Non-Disturbance Agreements
14. Estoppels

QUANTA

Table of Contents

QUANTA

Real Estate Contacts

Real Estate Contacts

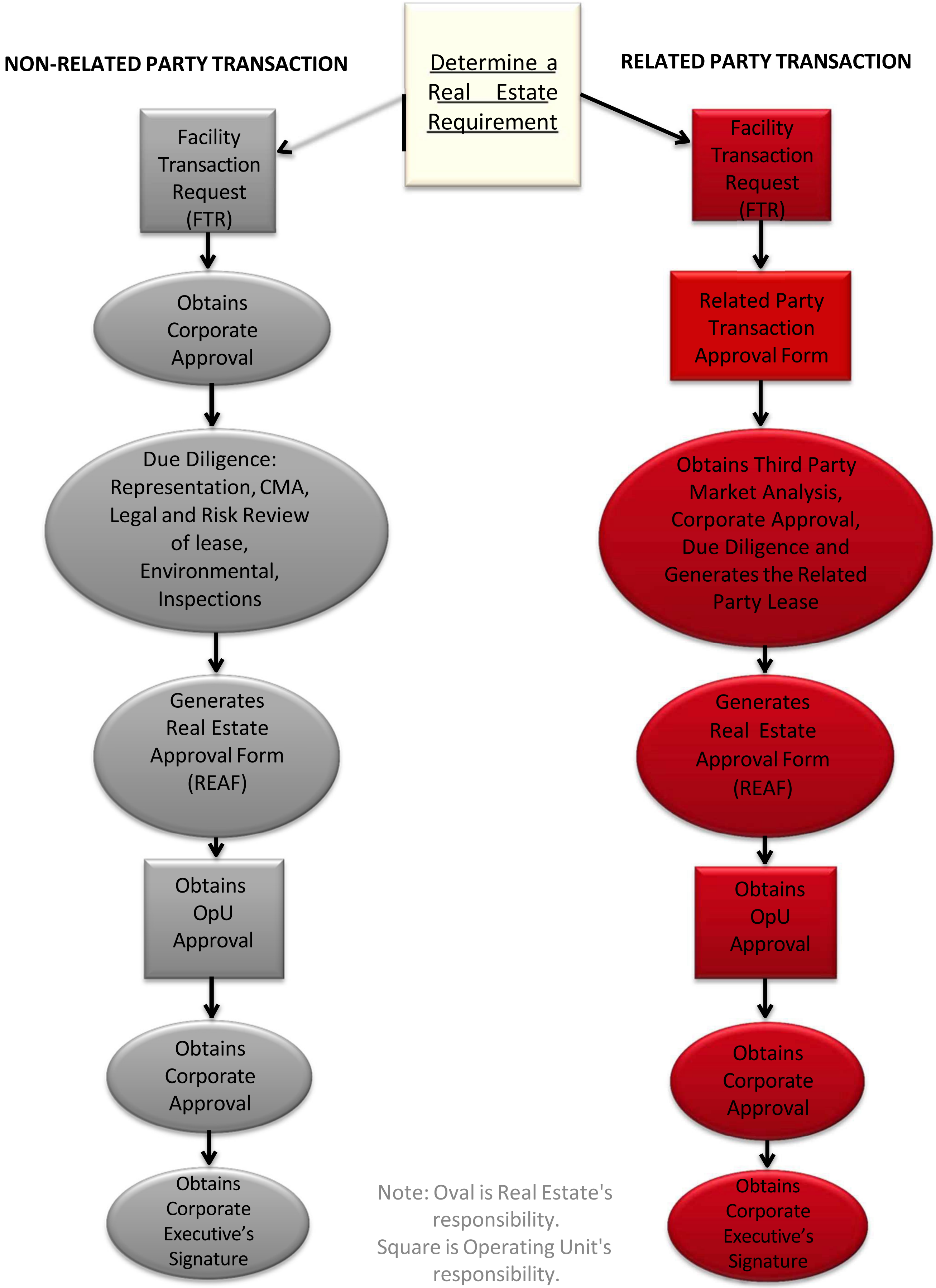
***Your main point of contact will be the Real Estate Portfolio Manager.**

Director, Real Estate Services	Angela Orlando 2727 North Loop West Houston, TX 77008 713-341-2420 AOrlando@QuantaServices.com
* Real Estate Portfolio Manager	Michele Ellis-Felder 2727 North Loop West Houston, TX 77008 713-335-7780 MEllisFelder@QuantaServices.com
Real Estate Portfolio Associate	Paula Arthur 2727 North Loop West Houston, TX 77008 713-341-7272 PArthur@QuantaServices.com
Real Estate Analyst	Kyle Churchill 2727 North Loop West Houston, TX 77008 346-471-5278 KChurchill@QuantaServices.com
Environmental Manager	Anthony Walker 2727 North Loop West Houston, TX 77008 713-457-7667 AWalker@QuantaServices.com

JLL, Transaction Manager	Michele Johnson 2727 North Loop West Houston, TX 77008 MLJohnson@QuantaServices.com
JLL, Executive Vice President & Regional Director	Chad Baker 4200 Westheimer, Suite 1400 Houston, TX 77027 chad.baker@jll.com

QUANTA

Flow Chart & Process


NON-RELATED PARTY TRANSACTION
Determine a Real Estate Requirement
RELATED PARTY TRANSACTION
Facility Transaction Request (FTR)
Obtains Corporate Approval
Due Diligence: Representation, CMA, Legal and Risk Review of lease, Environmental, Inspections
Generates Real Estate Approval Form (REAF)
Obtains OpU Approval
Obtains Corporate Approval
Obtains Corporate Executive's Signature
Facility Transaction Request (FTR)
Related Party Transaction Approval Form
Obtains Third Party Market Analysis, Corporate Approval, Due Diligence and Generates the Related Party Lease
Generates Real Estate Approval Form (REAF)
Obtains OpU Approval
Obtains Corporate Approval
Obtains Corporate Executive's Signature
Note: Oval is Real Estate's responsibility.
Square is Operating Unit's responsibility.

Real Estate Process

I. Define a Requirement

Determine the Operating Unit's needs, whether a new lease, renewal, expansion, relocation, sub-lease, improvement/alteration etc. and discuss with Quanta's Real Estate Portfolio Manager. Every situation is unique; therefore, it is vital to communicate with the Real Estate Portfolio Manager who will help guide through the process to ensure simplicity.

A. Facility Transaction Request (FTR)

Every proposed real estate transaction is submitted on a Facilities Transaction Request ("FTR") form, which must be approved by a Vice-President or higher authority of the Operating Unit. This form requires pertinent information for the Real Estate Services Group to use to best determine the course of action. It is the responsibility of the Operating Unit to complete the form with as much information as necessary.

1. <u>Reason for Request</u>

   Please mark a box that best describes what the requirement is. Whether a new lease, renewal, expansion, downsize, assignment or sublease, or other we must know what your requirement is as it can alter the course of the transaction. Also, please provide a thorough explanation and reason that the real estate requirement is needed. This synopsis must include information regarding the particular job requirement, company growth etc.. We cannot obtain approval without a detailed description of the request.

2. <u>Terms</u>

   The FTR must include 'Occupancy Date Needed' so we know what your time frame is. In some cases, time is of the essence so please ensure the date is clearly written to alert the Real Estate Services Group.

3. Facility

For a new facility request, please ensure Sections 1 or 2 are fully completed as applicable. If the facility needs to be found, please provide all of the location information so we can provide that to our exclusive JLL or JLL Affiliate broker. Please also clarify who will be the Operating Unit's representative designated to coordinate the requirement with the Real Estate Portfolio Manager or JLL.

4. Co-Location Opportunities

Upon the Real Estate Services Group's receipt of the FTR and prior to approval of the FTR, the Real Estate Services Group will complete a search for co-location opportunities within a 30 mile radius. Those opportunities will be forwarded to Operating Unit decision makers for their consideration of co-locating with an affiliated Operating Unit to benefit from the synergies created and consolidate costs.

5. Representation

Quanta has an exclusive worldwide agreement with JLL. As a result, if a broker is needed for the requirement, the Real Estate Portfolio Manager must know beforehand to assign the appropriate broker to the transaction. This is very significant as Quanta has a contract and hence partnership with JLL and we need to certify we are not doing anything that is in default of our contractual obligations.

6. Purchases/Dispositions

If it's in the best interest of an Operating Unit to purchase a property due to shortage of adequately zoned properties for lease or significant long term market involvement, the Operating Unit will need to submit an FTR and Business Case to Quanta Real Estate Services supporting the reason for purchasing a property. Once approved, the Real Estate Services Group's will either coordinate with JLL to assist in the purchase process or handle it inhouse.

If a property owned by an Operating Unit needs to be sold, the Operating Unit should notify the Real Estate Services Group immediately. The Real Estate Services Group will see if an affiliated Operating Unit has a long term requirement in the area justifying the acquisition prior to placing the property on the market for sale. If an affiliated Operating Unit intends to acquire the property the Real Estate Services Group will manage the transfer process otherwise, unless there is a third-party buyer in hand at the proposed time of disposition, the Real Estate Services Group will coordinate with JLL to market and negotiate the sale of the property on behalf of the Operating Unit.

B. Transaction Due Diligence

The Real Estate Team will be responsible for transaction due diligence, which includes, but limited to the following:

1. Comparable Market Analysis – If necessitated as determined by the Real Estate Group, run a market survey or Broker Opinion of Value (BOV) to determine the subject facility is within market.
2. Transaction Negotiations – The Real Estate Services Group will provide feedback on the Operating Unit negotiations to obtain best possible terms and conditions.
3. Legal Review – All agreements, contracts, amendments and any documents that are real estate related must be reviewed by the Real Estate Services Group who will engage legal counsel for review services and provide feedback. The Operating Unit should confirm the Landlord entity is the Title Entity owner of the Property.
4. Finance vs Operating Lease – If the term of a lease is 10 years or longer or in some cases if it's a single tenant property with a significant lease obligation less than 10 years, a Lease Classification Test will be run by the Real Estate Services Group to determine if it meets the Finance Lease criteria. If it meets with criteria of a Finance Lease it will need to be submitted to Quanta corporate for review and approval.
5. Risk Management – To ensure company approved insurance requirements are being met.
6. Environmental and Property Inspections – As applicable, which is determined by the Real Estate Services Group.

C. Real Estate Approval Form

Upon completion of a fully approved FTR, mutually agreed terms and conditions as set forth in the lease and all due diligence matters have been successfully completed, the Real Estate Services Group will prepare and generate the Real Estate Approval Form (REAF). This document will detail the monetary and calendar terms, lease terms and conditions, legal review and any other essential information as part of the agreement. The REAF will be delivered to the operating companies designated representative as indicated on the FTR and the appropriate operating

company officers. An operating company officer as designated must sign the REAF along with an individual at the operating company facility who is responsible for the review and approval of the Real Estate document to be signed.
Once this is established, the REAF should be returned to the Real Estate Services Group who will obtain the remaining approval signatures on the document.

D. Related Party Transaction Approval Form (RPTAF)

The related party transaction approval form was created for all real estate facilities that are owned by an executive employee or officer of Quanta Services or any of its subsidiaries. The form must be completely filled out that includes the following:

1. Operating Unit Contact Information
2. Related Party Contact Information
3. Property Address
4. Proposed Transaction
5. The relationship between related party and Operating Unit or Quanta
6. Payment terms
7. Benefit of transaction to Operating Unit or Quanta

The form must be signed by the Operating Unit's President or next senior officer if the Related Party is the President and promptly returned to the Real Estate Portfolio Manager where a third party market analysis will be performed and other related due diligence including review and approval by legal, Quanta execs and in certain cases board approval. **Please note, a Quanta standard related party lease must be used on all related party transactions.**

E. Final Lease Execution

Once all agreements have been finalized, the Real Estate Services Group will coordinate corporate executive signature at Quanta Services corporate office. If the policy has been inadvertently overlooked and hence a lease signed at the Operating Unit level, the Real Estate Services Group will submit to the Operating unit an Unapproved Lease Obligation Notice ("ULON") for the Operating Unit President and Chief Financial Officer's review and then submitted to the Quanta Executives for review. Please note verbal agreements are strictly prohibited and all Leases (residential, office, land, industrial, rail, warehouse, etc.) if not on the month to month Quanta Temporary Facility Lease with no changes or additions must go through full Real Estate review.

F. MISC.

1. <u>Lease Drafting</u>

   If a Real Estate Lease or Agreement needs to be drafted by Real Estate Service Group's legal team, the following information will need to be provide by the Operating Company along with any additional documentation applicable to the terms to be drafted:
   Landlord Entity: Entity and State of Formation*, Address, Phone number, Email Address and Point of contact.
   Tenant Entity: Entity Name, Address, Phone Number, Email Address and Point of contact.
   Property Address:
   Premises (type of property, square footage and acreage of any structures and land area):
   Use:
   Term:
   Commencement Date:
   Expiration Date:
   Monthly Rent:
   Type of Lease (Gross, Modified Gross, NNN, or Net-Pass-through)
   Security Deposit (if applicable):
   Leasehold Improvements:
   Landlord Allowance:
   Tenant Cost:
   Renewal Option (if applicable):
   Termination Option (if applicable:
   Right of First Refusal or Right of First Offer:
   Signage (if applicable and whose cost):
   Fencing (if applicable and whose cost):
   Misc (Any other negotiated terms and conditions that need to be addressed in the Lease):
   *(the Operating Company should confirm the Landlord entity is the Title Entity owner of the Property)

2. <u>Parent Guaranty</u>

   The Real Estate Portfolio Manager must be notified immediately upon a landlord's request of using a Parent Guaranty form. It is not Quanta Services' normal practice to enter into such agreements, therefore the Real Estate

Services Group's involvement is required. As a result, the Real Estate Services Group will assure every effort is made to satisfy the landlord before Parent Guarantee consideration. If approval is obtained, the Real Estate Services Group will provide the Quanta approved Parent Guarantee form.

Please note, Quanta will only agree to such a clause if the Quanta Parent Guarantee form is used and for a reasonable request.

3. Termination Agreement

There are many reasons why an early termination agreement is necessary and vital to the Operating Company. This agreement is always handled by and through the Real Estate Services Group who will discuss and negotiate with the Landlord if needed. Once an agreement is made, the Real Estate Services Group will generate and route a REAF for the mandatory approvals. Once fully approved, the agreement will be signed at the corporate office and delivered to the Operating Company for delivery to the Landlord for counter signature.

Exception to the Policy - Temporary Facility Lease

The real estate process, as previously noted, will not be required if all of the below are followed:

1. The Quanta Temporary Facility Lease ("TFL") form as provided by the Real Estate Portfolio Manager is used.

2. The ownership of the Property has been verified by the Operating Company.

3. The term is either a month to month or twelve (12) month or less only.

4. The approved TFL form has not been altered in anyway without Legal and Real Estate review and approval. Some revisions may require full real estate review as determined by the Real Estate Services Group.

The fully executed copy of the Temporary Facility Lease form must be sent to the Real Estate Portfolio Manager, immediately upon signing, to be maintained in the Real Estate database.

PLEASE NOTE: If the term is longer than twelve (12) months or any of the provisions in the Temporary Facility Lease form are altered in any manner (ie: deletions, additions or modifications) except for the optional language, the transaction must go through review by Quanta Real Estate.

QUANTA

JLL

Quanta Services has an exclusive worldwide agreement with JLL. As a result, when a broker is required for a real estate requirement, the Real Estate Portfolio Manager must be notified beforehand to assign the appropriate broker to the transaction. Once a representative has been identified that individual will work directly with the Operating Unit to satisfy the real estate requirement.

JLL will perform the following duties:

1. Team discussion with JLL, Quanta and the appropriate Operating Unit to deliberate and examine the scope of the requirement.
2. Discuss plan of action
3. Coordinate site tours / marketing plan
4. Facilitate timely communication and decision making
5. Run market surveys
6. Lease/Purchase negotiations (Letter of Intent)
7. Work with owner/landlord to develop lease or purchase contracts
8. Work with Quantaon document execution
9. Negotiate renewals, terminations, subleases, expansions, purchases, dispositions, etc. as needed

When an operating unit requires any new real estate and a space is not already identified, contacting a JLL broker early in the real estate process maximizes the scope of market knowledge, time management and cost savings to the operating unit.

JLL has offices in 300 locations across 80 countries and highly experienced in multiple service lines.

QUANTA

Quarterly Reporting

Quarterly Reporting

A. Facility Lease Obligation Report

At quarter-end, the Real Estate Services Group will generate and distribute to each operating unit, via the accounting drive also known as Citrix, a Facility Lease Obligation Report. This report details every real estate property listed in our database under that particular Operating Unit. It displays details as listed below:

a) Property Code (internal number)
b) Address
c) Primary Use
d) Rentable Area
e) Term
f) Rental Amount
g) Update / Comment Section – this is where changes to the lease or any updates should be exhibited.

The Operating Unit is responsible for verifying that the information the Real Estate Services Group detailed is accurate. If there are any discrepancies, the Operating Unit and the Real Estate Services Group representative will work towards a resolution. If there are properties under Lease by the Operating Unit that are missing from the Facility Lease Obligation Report, copies of all Lease documentation should be forwarded to the Real Estate Services Group immediately.

B. Properties that are not tracked

The properties that are not tracked on the quarterly reports or in the Quanta real estate database are the following:

a) Mobile office trailers or units
b) Temporary living quarters
c) Temporary storage units

These items are to be reported on the CER if the amount is larger than $10,000.

Please Note: The information obtained from the Facility Lease Obligation Report is then used and submitted to Quanta along with the quarter-end financial package.

QUANTA

Forms

Forms

1. Facility Transaction Request (FTR)
2. Real Estate Approval Form (REAF)
3. Related Party Transaction Approval Form (RPTAF)
4. Temporary Facility Lease (TFL)
5. Facility Lease Obligation Form (FLO)
6. Unauthorized Lease Obligation Notice (ULON)

FACILITY TRANSCATION REQUEST

☐ New Lease ☐ Related Party Lease ☐ Renewal ☐ Expansion ☐ Relocation ☐ Sub-Lease
☐ Assignment ☐ Termination ☐ Purchase ☐ Sale ☐ Other ☐ Improvement/Alterations

Operating Company:______________________________ Division ______________ **Requested by:** ____________________

Reason for Request:

____

____

What job does it pertain to?

____

Operating Company Executive approval: ___________________________________ **Date:** ________________

Quanta Division President/Vice President: ___________________________________ **Date:** ____________________

Facility Lease: Occupancy Date or Renewal Date Needed: ____

☐ **Existing Facility or have located a Facility – Complete Section 1** ☐ **Need to locate facility – Complete Section 2**

Contact Real Estate Real Estate Portfolio Manager or the Real Estate Services Provider for Options.
Quanta Consolidation Options: ____

Section 1

1. Facility Address/City/State/Zip:____________________________

Owner Name:_________________________________**Contact Number:** ______________________

2. Facility Address/City/State/Zip: ____

Owner Name: ____**Contact Number:** ________________________

Section 2- Requirement Parameters

Facility Needed - Check all that apply: ☐ **Office** ☐ **Industrial/Service Center** ☐ **Warehouse** ☐ **Yard** ☐ **Other**

Is this new facility replacing an existing facility? ☐ **Yes** ☐ **No** **If yes, which facility?** __________________________

The Real Estate Portfolio Manager or the Real Estate Services Provider will be contacting the representative designated below to discuss the specific facility requirements.

Operating Company Contact: ____________________________ **Telephone:** ___________________________

LEASE EXECUTION APPROVAL FORM

BUSINESS DIVISION:
LOCATION:
CITY: **STATE:**

ENDORSEMENTS AND APPROVALS

	Signature	Date
Regional President/EVP - Quanta Services, Inc.		
President (or Operating Unit Senior Executive)-		
CFO (or equivalent) -		
Director, Real Estate Services Angela Orlando		
Legal Review		

DISCLAIMER: BY APPROVING THIS FORM YOU ARE ACKNOWLEDGING YOU OR YOUR DESIGNEE HAVE READ AND REVIEWED THE REAL ESTATE DOCUMENT(S) AND AGREE TO ALL TERMS WITHIN.

OPERATING COMPANY DESIGNEE APPROVAL: ______________________________

PRINT NAME: ______________________________

DESCRIPTION OF TRANSACTION & RENTABLE AREA:

LEASE TERMS:

Commencement:

Expiration:

Lease type (gross, net, etc.)

Lease Term:

Monthly Base Rent (including Rent escalations):

Total Rent Obligation (including Rent escalations):

Rental Abatement:

Tenant Improvement Allowance:

Renewal Options:

Termination Option:

Related Party Lease (Y/N):

ADDITIONAL/UNUSUAL TERMS:

LEGAL REVIEW:

RE Individual Completing form
Title
Date

QUANTA SERVICES

(for Quanta Corporate use)

Related Party Transaction Approval Form

Contact Information			
Operating Unit (if applicable)	**Contact Person**	**Phone**	**Email**

Proposed Transaction Information		
1. Name of Related Party (counterparty to OpU or Quanta)[1]	**2. Proposed Transaction Date**	**3. Amendment / Modification of Prior Transaction?**
		☐ Yes ☐ No

4. Relationship to Operating Unit or Quanta

Is Related Party a current employee of Operating Unit or Quanta?

☐ Yes (Title: ________________________) ☐ No

If no, describe Related Party's relationship to current employee of Operating Unit or Quanta (including position/title of current employee):

5. Describe the nature of the proposed transaction (including a description of any physical assets involved and address if real estate).

6. Provide the dollar amount or value of the proposed transaction. For ongoing arrangements, provide (a) estimated duration of transaction and (b) an estimate of both the total dollar amount to be paid and the maximum amount to be paid in any calendar year.[2]

7. Describe the availability of comparable products or services from unrelated third parties.

8. Provide an assessment of whether the proposed transaction is on terms that are comparable to the terms available to an unrelated third party or to employees generally.

Approvals / Signatures

Operating Unit President / Quanta Corporate Business Unit or Department Leader (as applicable)

____ ________________________

Name: ________________________ Date

Title: ________________________

Quanta Corporate Management (Division President, if applicable, and CEO/COO/CFO)

____ ________________________

Name: ________________________ Date

Title: ________________________

____ ________________________

Name: ________________________ Date

Title: ________________________

Quanta Corporate Legal Department

____ ________________________

Name: ________________________ Date

Title: ________________________

[1] Examples include: owner and address of land to be leased, proposed purchaser of equipment to be sold, or individual proposed to be hired as an employee of the Operating Unit or Quanta.

[2] As an example: (1) for a lease or other transaction involving periodic payments, provide both the amount and frequency of the payments (e.g., monthly rent); (2) for employment, provide the hourly rate or annual salary, along with a description of all other compensation that would be received (e.g., bonus, healthcare); (3) for loans and other indebtedness, provide the largest principal amount that would be outstanding at any time and the interest rate; and (4) for asset sales and purchases, provide both the proposed sale amount and an assessment of the fair market value of the asset.

TEMPORARY FACILITY LEASE

This Lease is made and entered into on _______________________(the "Effective Date") by and between Entity and State of Formation ("Landlord") and _Entity & State of Formation ("Tenant").

1. Subject to the terms, provisions, and conditions and covenants hereinafter set forth, Landlord hereby leases to the Tenant that certain real property described as type of property & SF/acreage of any buildings/land_ located at the address or latitude/longitude coordinate in City/County, State County , which is more specifically described on Exhibit "A" attached hereto (the "Premises"), and grants to Tenant and Tenant's subcontractors, suppliers, agents, customers, and assigns the right to free ingress and egress to and from the Premises, together with access over and through all access drives, driveways and common areas for the use and enjoyment of the Premises.

2. This Lease shall commence on the Effective Date and shall end at midnight on _______________ unless otherwise terminated by mutual written agreement of the parties. **(Alternative Option) on a month-to-month basis and may be cancelled by either party providing the other party thirty (30) days' written notice of its intent to terminate the Lease.**

3. As "Rent" hereunder, Tenant shall pay Landlord, on the first day of each month the sum of ________________________Dollars ($00.00). Any Rent due for partial month's shall be pro-rated. **(Optional) Tenant shall pay, if applicable, the cost of all utilities, including electricity, water, lighting, fuel, heat and gas attributable to the Premises, including telecommunication charges. (Optional) In addition to Rent, upon lease execution, Tenant shall pay Landlord a security deposit of ____________________Dollars ($00.00) (the "Security Deposit"). The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent. If Tenant is not in default at the termination or renewal of this Lease, then the Security Deposit shall be returned by Landlord to Tenant within sixty (60) days thereafter.**

4. Tenant shall use the Premises for the purpose of , ______________________________and all other legal uses (the "Permitted Use").

5. Tenant, at its own expense, shall provide and maintain in force during the term of this lease insurance required to be carried by Tenant, including, commercial general liability insurance, workers' compensation insurance, and automobile liability insurance. Upon request, Tenant shall furnish Landlord with copies of all applicable certificates of insurance.

6. Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as when delivered to Tenant, except for (a) normal wear and tear, (b) liens, encumbrances and other claims for which Landlord is responsible, and (c) conditions for which Tenant did not cause or is not obligated under this Lease.

7. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, damages, demands, costs and expenses arising from the conduct or management of Tenant's

business on the Premises or from the negligence or fault of Tenant, its agents, contractors, employees, or licensees in or about the Premises.

8. Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all claims, damages, demands, costs, losses, expenses, or liabilities for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises to the extent the injury or damage was caused by the act, neglect, fault of, or omission of any duty by Landlord, its agents, contractors, or employees.

9. Landlord covenants, warrants and represents that the Premises (including the land thereunder) does not contain any environmental hazards, except which have been specifically disclosed to Tenant. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, or liabilities (including the cost of cleanup and reasonable professional fees, including fees of Tenant's attorneys, environmental consultants, contractors, inspectors, laboratory fees and the like) incurred by Tenant as a result of any contamination of the Premises by any environmental hazard to the extent the presence of any environmental hazard was on the Premises prior to the date Tenant took possession of the Premises or was not a result of the acts or omissions of Tenant or its agents or contractors. Nothing in this paragraph 9 shall limit Landlord's duty of indemnification or contribution imposed by any other provision in this Lease or by applicable law. The indemnity and other duties provided for in this paragraph 9 shall survive the expiration or termination of this Lease.

10. All Notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth below: (i) in person; (ii) via email with confirmation of delivery, (iii) by overnight carrier service; or (iv) by certified or registered mail, postage prepaid. Such notices shall be deemed received upon the earlier of receipt or, if mailed by certified or registered mail, three (3) days after such mailing. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future Notices.

11. This Lease shall become effective and binding only upon the execution and delivery of this Lease by both Landlord and Tenant. For the convenience of the parties any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile, Email or .PDF transmission of an executed counterpart of this Lease shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile, electronic or .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this Lease. Time is of the essence in the performance of this Agreement. This Lease shall be governed and construed in accordance with the laws of the state in which the Premises is located. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Signature Page to Follow:

IN WITNESS WHEREOF, this Lease is hereby executed as of the date first above set forth.

LANDLORD: [Name & State of formation]

By: ______________________

Name: ______________________

Title: ______________________

Address for Notices:

____

____

____

Phone: ______________________

Fax: ______________________

Email: ______________________

TENANT: [Name & State of formation]

By: ______________________

Name: ______________________

Title: ______________________

Address for Notices:

____

____

____

Phone: ______________________

Fax: ______________________

Email: ______________________

With copy to:
Quanta Services, Inc.
2727 North Loop West
Houston, TX 77008
Attn: General Counsel and Real Estate Portfolio Manager

EXHIBIT "A"

PROPERTY DESCRIPTION

(Legal Description or Site Plan Outlining Premises)

QUANTA

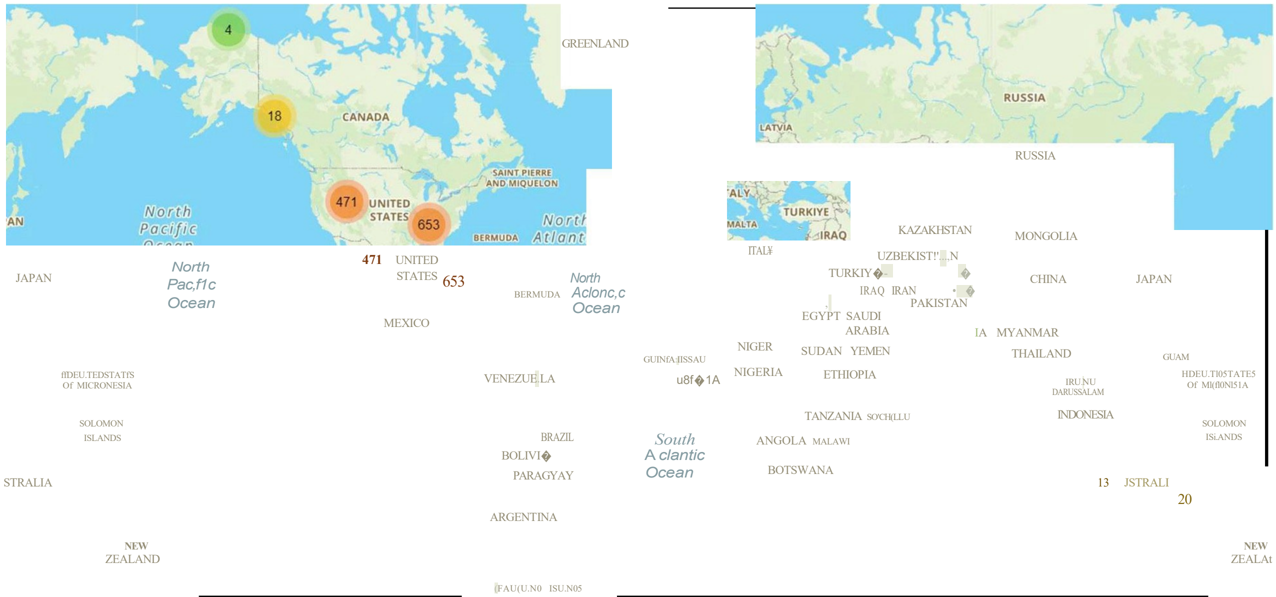
Location Maps

Location Maps

Our current real estate portfolio consists of approximately 1,100 facilities across the globe; most of which are in the United States, Australia and Canada. Our facilities consist of the following:

- **Office** – commercial building or office space
- **Industrial** – warehouse, storage, shop, any combination of W/H/land/office/shop/storage
- **Land** – yard, show up yard, parking
- **Special use** – hangar, power substation, residential, access agreement, helicopter landing pad

The real estate facilities are displayed on the following map.



4
18
CANADA
GREENLAND
471
UNITED STATES
653
SAINT PIERRE AND MIQUELON
BERMUDA
North Pacific Ocean
JAPAN
MEXICO
VENEZUELA
BRAZIL
PARAGUAY
ARGENTINA
SOLOMON ISLANDS
NEW ZEALAND
RUSSIA
LATVIA
TURKIYE
MALTA
IRAQ
KAZAKHSTAN
MONGOLIA
CHINA
IRAN
PAKISTAN
EGYPT
SAUDI ARABIA
MYANMAR
THAILAND
NIGER
NIGERIA
SUDAN
YEMEN
ETHIOPIA
TANZANIA
ANGOLA
MALAWI
BOTSWANA
South Atlantic Ocean
INDONESIA
GUAM
13
20