



Real Estate Policy Book





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, Real Estate Portfolio Manager is available to answer your questions, the handbook will help with immediate answers. This policy applies to all types of Real Estate including but not limited to office, warehouse, industrial, land, retail, parking lots, storage, residential and special use (hangars, rails, etc.) for the following types of transactions:

1. Acquisition of real property
2. Disposition of real property
3. New Leases
4. Lease renewals
5. Sub-leases/Assignments (inter-company or external)
6. Expansions of existing facilities
7. Related party transactions
8. Relocations
9. Consolidation between operating units
10. Terminations
11. Estoppels/SNDA's
12. Leasehold alterations
13. Facility improvements



Table of Contents

- A. Real Estate Contacts
- B. Flow Chart & Process
- C. JLL
- D. Quarterly Reporting
- E. Forms
- G. Location Maps



Real Estate Contacts





Real Estate Contacts

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

Director, Real Estate Services

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Environmental Manager

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Property Transaction Environmental Specialist

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JLL, Transaction Manager

Michele Johnson
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mljohnson@quantaservices.com

JLL, Account Manager

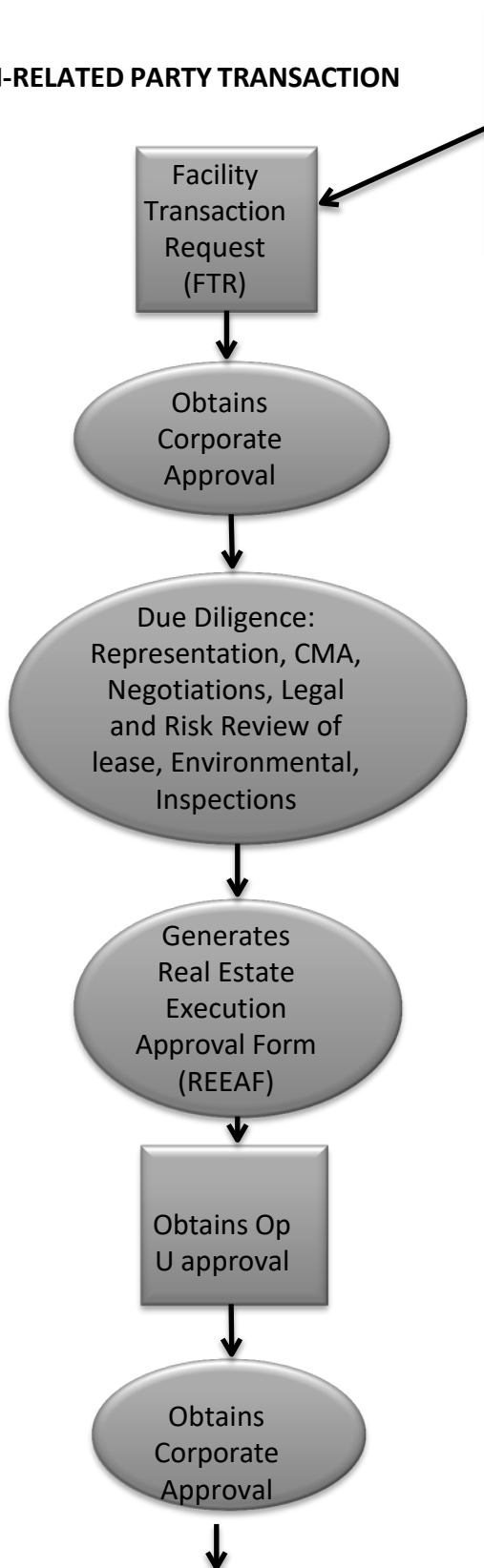
Chad Baker, Executive Vice
President & Regional Director
4200 Westheimer, Suite 1400
Houston, TX 77027
chad.baker@am.jll.com



Flow Chart & Process

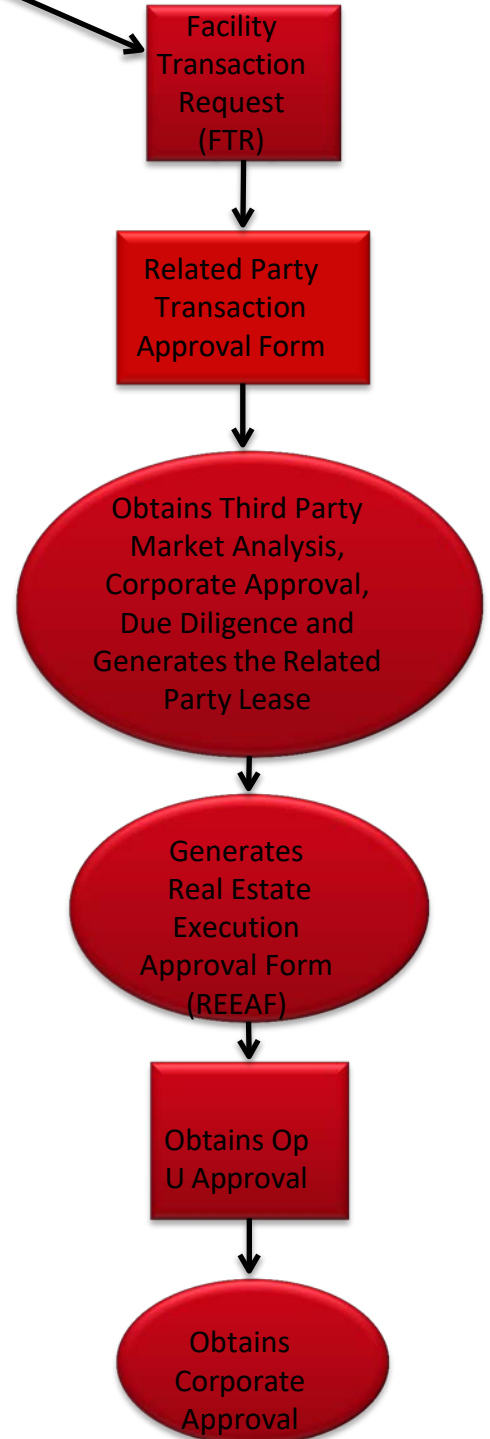


NON-RELATED PARTY TRANSACTION



Determine a Real Estate Requirement

RELATED PARTY TRANSACTION





Obtains
Corporate
Executive's
Signature

Note: Oval is Real Estate Portfolio
Manager & Associate's
responsibility.
Square is Operating Unit's
responsibility.

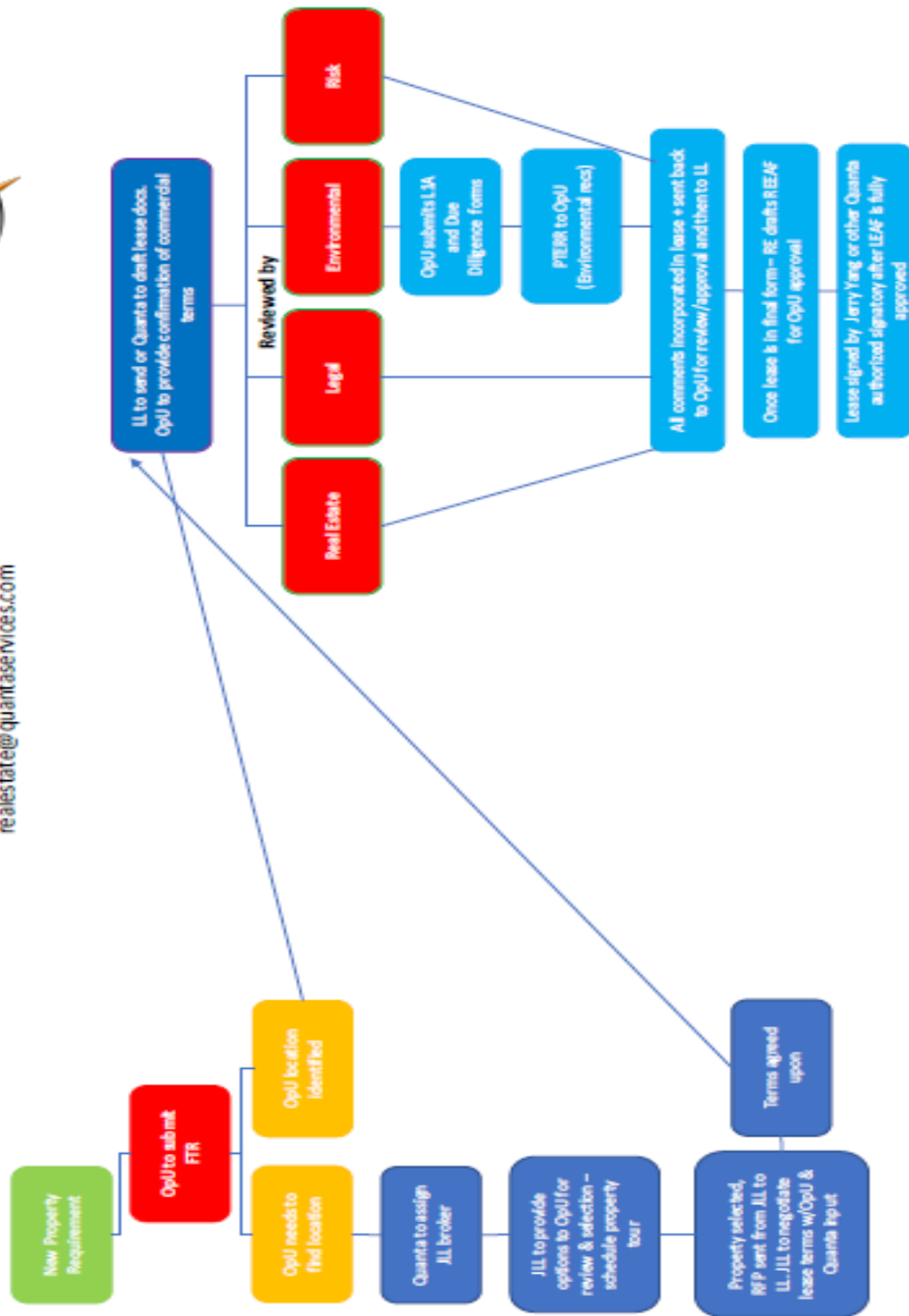


Obtains
Corporate
Executive's
Signature



Quanta Real Estate Process

realestate@quantaservices.com





Real Estate Process

I. Define a Requirement

Determine the Operating Unit's needs, whether a new lease, renewal, expansion, relocation, co-location, 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 form, which must be approved by a Vice-President or higher authority of the Operating Company. This form requires pertinent information for the Real Estate Portfolio Manager 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. Reason for Request

Please mark a box that best describes what the requirement is. Whether a new lease, renewal or expansion, 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. Terms

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 Portfolio Manager.



3. Representation

Quanta has an exclusive worldwide agreement with JLL. 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.

4. Facility

For a new facility request, please ensure Sections 1 or 2 are fully completed as applicable. If a preferred facility has been found, please provide all of the location information. If a location is needed, please provide a clear description of the type of property, size (building and land), use, location (geographic boundaries), length of term, commencement date, and any other pertinent information needed so we can provide that to the JLL broker. Please also clarify who will be the operating company's representative designated to coordinate the requirement with the Real Estate Portfolio Manager.

B. Transaction Due Diligence

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

1. Comparable Market Analysis – When requested by an OpU economics are outside of market rate/terms or a purchase/sale is involved, run a market survey or Broker Opinion of Value (BOV) to determine the subject facility is within market.
2. Lease Capitalization Test - For Lease terms five years or longer Real Estate will run a Lease Capitalization Test to confirm the Lease is an Operating Lease
3. Transaction Negotiations – to obtain best possible terms and conditions.
4. Legal Review – all agreements, contracts, amendments and any documents that are real estate related must be reviewed by the Real Estate Portfolio Manager who will engage legal counsel for review services.
5. Risk Management – to ensure company approved insurance requirements are being met.



6. Environmental and Property Inspections – completion of the Level 1 Assessment and due diligence forms. Completion of any inspections, as applicable, which is determined by the Real Estate Services Group.

C. Lease Execution 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 Portfolio Manager or Associate will prepare and generate the Real Estate Execution Approval Form (REEAF). 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 REEAF will be delivered to the operating companies designated representative as indicated on the FTR and the appropriate operating company officers. Two operating company officers, President and CFO must sign the LEAF along with an individual at the operating company facility (Designee). Once this is established, the REEAF will be delivered to the Real Estate Portfolio Manager who will obtain the remaining approvals signatures.

D. Related Party Transaction Approval Form (RPTAF)

The related party transaction approval form (RPTAF) was created for all real estate facilities that are owned by an 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. Proposed Transaction & Address of the Property
4. The relationship between related party and Operating Unit or Quanta
5. Payment terms
6. Benefit of transaction to Operating Unit or Quanta

The form must be signed by the Operating Unit's President (or alternate executive if the President is the Related Party) 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 Portfolio Manager/ 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 Portfolio Manager will start the process from the beginning to ensure every lease agreement has been properly approved through the correct policy channels. Please note that verbally agreements are strictly prohibited.

F. MISC.

1. Parent Guarantee

The Real Estate Group must be notified immediately upon landlord's request of using a Parent Guarantee form. Preference is for the Operating Unit to offer a Security Deposit or increased Security Deposit in lieu of a Parent Guarantee. It is not Quanta Services' normal practice to enter into such agreements, therefore the Real Estate Service Group's involvement is required. As a result, the Real Estate Service Group will assure every effort is made to satisfy the landlord before consideration of a Parent Guarantee. If approval is obtained, the Real Estate Portfolio Manager 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.**

2. Termination Agreement

There are many reasons why an early termination agreement is necessary and vital to the Operating Unit. This agreement is always handled by and through the Real Estate Portfolio Manager who will discuss and negotiate with the landlord. Once an agreement is made, the Real Estate Portfolio Manager will generate and route a Real Estate Execution Approval Form for the mandatory approvals. Once fully approved, the agreement will be signed at the corporate office and delivered to the landlord and Operating Unit upon execution.



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 Temporary Facility Lease form as provided by the Real Estate Portfolio Manager is used.
2. The term is on a month-to-month basis with no fixed term.
3. The boiler plate approved form has not been altered in any manner other than filling in the blanks.

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

PLEASE NOTE: If the term is longer than month-to-month and/or any of the provisions in the Temporary Facility Lease form are altered in any manner, the transaction must go through the complete real estate process.

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. For Lease terms five years or longer Real Estate will run a Lease Capitalization Test to confirm the Lease is an Operating Lease
9. Work with Quanta on document execution
10. Negotiate renewals, terminations, subleases, expansions, 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 through-out the US and locations several countries and highly experienced in multiple service lines.



Quarterly Reporting





Quarterly Reporting

A. Facility Lease Obligation Report

At quarter-end, the Real Estate 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 Real Estate detailed is accurate and includes all properties currently under Lease by the Operating Unit. If there are any discrepancies, the Operating Unit and Real Estate will work towards a resolution.

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 unless they are occupying Real Property not currently under Lease
- b) 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.



Forms





Forms

1. Facility Transaction Request (FTR)
2. Real Estate Execution Approval Form (REEAF)
3. Related Party Transaction Approval Form (RPTAF)
4. Level 1 Assessment Form (L1A)
5. Due Diligence Form (DD)
6. Temporary Facility Lease (TFL)
7. Facility Lease Obligation Form (FLO)



FACILITY TRANSACTION REQUEST
2021

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

Operating Company _____ Division _____ Requested by: _____

Lease to be in the Name of: _____

Reason for Request:

What job does it pertain to?

Operating Company Executive approval: _____ Date: _____

Quanta Division President/Vice President: _____ Date: _____

Existing Facility Address/City/State/Zip: _____

New Facility Lease: Occupancy Date Needed: _____

☐ Have located facility – Complete Section 1 ☐ Need to locate facility – Complete Section 2

Section 1

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

Owner Name: _____ Contact Number/Email: _____

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

Owner Name: _____ Contact Number/Email: _____

Section 2- Requirement Parameters

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

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: _____



REAL ESTATE EXECUTION APPROVAL FORM

BUSINESS DIVISION:

LOCATION:

CITY:

County:

STATE:

ENDORSEMENTS AND APPROVALS

NAME	SIGNATURE	DATE
<i>Quanta Services, Inc.</i>		
<i>Quanta Services, Inc.</i>		
President –		
CFO/Controller –		
<i>Director, Real Estate Services – Quanta Services, Inc.</i> <i>Angela Orlando</i>		
<i>Legal Review</i>		

DISCLAIMER: By approving this form you are acknowledging that you, or your designee, has 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.):

Term:

Monthly Base Rent:

Total Rent Obligation (including Rent
escalations)

Rental Abatement:

Tenant Improvement Allowance:

Renewal Option(s):

Termination Option(s):

Related Party Lease (Y/N):

ADDITIONAL / UNUSUAL TERMS:

LEGAL REVIEW:

MICHELE ELLIS-FELDER
REAL ESTATE PORTFOLIO MANAGER
DATE



Index No.
(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 address and a description of any physical assets involved).			
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:			
Title:		Date	
Quanta Corporate Management (CEO / COO / CFO)			
Name:			
Title:		Date	
Quanta Corporate Legal Department			
Name:			
Title:		Date	

¹ Examples include: owner of land to be leased and address, 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.



Level 1 Assessment Form

For questions or submittal of this completed form, please email QuantaEnvironmental@QuantaServices.com.

Operating Unit:		Completed By:		Date:
Lat/Long:		Address:		
City:		County:		State:
Is this property located on Federal or Tribal Lands? ☐ Yes ☐ No ☐ Unknown				
Activity* ☐ Vehicle Maintenance ☐ Overnight Parking of Field-Utilized Vehicles ☐ Overnight Parking of Heavy Equipment ☐ Washing of Vehicles/Heavy Equipment ☐ Refueling of Vehicles/Heavy Equipment ☐ Sandblasting Operations ☐ Wetblasting Operations ☐ Painting Operations ☐ Other Coating Operations ☐ Welding/Grinding Operations ☐ Parts Cleaning ☐ Parts/Equipment Soaking and Drying ☐ Concrete Batch Plant Operations ☐ Asphalt Plant Operation ☐ Use of Stationary/Fixed Generators ☐ Use of Mobile/Portable Generators ☐ Heat Generation (Fuel Fired Heaters/Boilers) ☐ On-Site Incineration/Burning ☐ Receipt of Used Material from Off-Site ☐ Storage in Above Ground Tanks (Non-Waste) ☐ Used Material Storage in Above Ground Tanks ☐ Use of Oil-Water Separator ☐ Storage in Below Ground Tanks (Non-Waste) ☐ Used Material Storage in Below Ground Tanks ☐ Storage in Drums (Non-Waste) ☐ Used Material Storage in Drums ☐ Storage in Concrete-Lined Pits (Non-Waste) ☐ Used Material Storage in Concrete-Lined Pits ☐ Storage in Earthen Pits (Non-Waste) ☐ Used Material Storage in Earthen Pits ☐ Used Material Storage in Bins/Boxes ☐ Used Material Storage in Piles(Soil/Equipment) ☐ Use of Septic System/Portable Restrooms ☐ Only Utilized as Office Space and/or Storage		Material** ☐ Motor Oil/Hydraulic Fluid/Other Lube Oils (≥ 55 gals) ☐ Antifreeze (≥ 55 gals) ☐ Gasoline (≥ 55 gals) ☐ Diesel (≥ 55 gals) ☐ Aviation Gasoline (AvGas) (≥ 55 gals) ☐ Kerosene (≥ 55 gals) ☐ Propane (≥ 55 gals) ☐ Natural Gas/CNG (In Tanks) (Any quantity) ☐ Compressed Gases (Any Quantity) ☐ Explosives/Oxidizers (Any quantity) ☐ Diesel Exhaust Fluid (≥ 55 gals) ☐ Paint (Water Based) (≥ 55 gals) ☐ Paint (Solvent/Oil Based) (≥ 55 gals) ☐ Solvents (Non-Chlorinated) (≥ 55 gals) ☐ Solvents (Chlorinated) (≥ 1 gal) ☐ Soaps/Detergents (≥ 55 gals) ☐ Asphalt Components (≥ 55 gals) ☐ Concrete Components (≥ 55 gals) ☐ CCA Treated Poles ☐ Creosote Treated Poles ☐ Transformers/Dielectric Fluids (Non-PCB) (≥ 55 gals) ☐ Transformers/Dielectric Fluids (PCB) (Any quantity) ☐ Asbestos Containing Materials (Any quantity) ☐ Mercury Containing Materials (Any quantity) ☐ Automotive/Industrial Batteries (Any quantity) ☐ Used Oils (Any quantity) ☐ Used Filters/Rags/Sorbents (Any quantity) ☐ Used Antifreeze (Any quantity) ☐ General Construction Debris (Any quantity) ☐ Used Treated Poles (Any quantity) ☐ NORM Contaminated Material (Any quantity) ☐ Used Mercury Containing Materials (Any quantity) ☐ Used Asbestos Containing Materials (Any quantity) ☐ Used Transformers/Dielectric Fluids (Non-PCB) (Any qty) ☐ Used Transformers/Dielectric Fluids (PCB) (Any quantity) ☐ Contaminated Soil (Excavated or In Containers) (Any qty) ☐ Used Water/Contact-Water (Any quantity) ☐ Used Tires (Any quantity) ☐ Used Paint and Paint-Related Materials (Any quantity) ☐ Items Not Otherwise Categorized Above (Any qty) ☐ Unidentified or Unlabeled Used Materials (Any qty) ☐ No Materials or Used Materials in Threshold Quantities		
Comments:				

*Please provide a description of any Activities performed at the property not addressed in the list.

**Please provide a list of any Materials utilized at the property which are not categorized in the list.



Release Estate & Environmental Due Diligence/Environmental Questionnaire

Operating Company:		Date:
Completed By:	Street Address:	
City:	County:	State/Prov:

☐ No ☐ Yes	Is the proposed site replacing another location? <i>If "Yes", provide information for the location(s) being replaced including the address, city and state.</i>
☐ No ☐ Yes	Is the proposed site currently occupied by the operating company? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Has the proposed site been occupied by the operating company in the past? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Is the proposed site a portion of a larger property? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	If the proposed site is a portion of a property, are the other portions of the property occupied? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Does the proposed site have any repair, safety or access issues? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Is there direct access from the site to a public road? <i>If "No", provide details below.</i>
☐ No ☐ Yes	Are there zoning, deed or other restrictions for the site or use of the site or required permits? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Are the commercial terms of the written agreement correct (rent, term, site plan and use)? <i>If "No", provide details below.</i>
☐ No ☐ Yes	Was anything else specifically agreed to between the parties that is not in the written LOI/Lease/Sublease/Amendment/License Agreement? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Are there structures on the site? <i>If "Yes", provide the type of structures, details and square footages below.</i>
☐ No ☐ Yes	Will the site be fenced?



Release Estate & Environmental Due Diligence/Environmental Questionnaire

☐ No ☐ Yes	Will you have a requirement for signage?
☐ No ☐ Yes	Will there or would there ever be an agreement for the Operating Company to purchase this site?
☐ No ☐ Yes	Is a Broker representing the Operating Company in the transaction? <i>If "YES", please provide the following: contact name, company, address, email address and phone number.</i>
☐ No ☐ Yes	Is a Broker representing the Landlord/Sublessor? <i>If "Yes" and not provided on the FTR, please provide the following: contact name, company, address, email address and phone number.</i>
☐ No ☐ Yes	Is this a Related Party transaction? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Will you be constructing anything or completing any improvements to the site, including any land-disturbing activities? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Will there be any other current or future uses for the site other than what is referenced in the LOI/Lease/Sublease/Amendment/License Agreement (e.g. storage of vehicles, refueling, office use, etc.)? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Has environmental documentation for the proposed site been requested? <i>If "Yes", please provide details for the person to whom the request was made.</i>
☐ No ☐ Yes	Has environmental documentation for the proposed site been provided? <i>If "Yes", please provide the documents.</i>
☐ No ☐ Yes	Are there any visible, suspected or potential environmental issues at the proposed site? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Are there any visible, suspected or potential environmental issues at the surrounding sites? <i>If "Yes", provide details below.</i>
☐ No ☐ Yes	Are any of the following items present at the site: floor drains, sumps, underground storage tanks, above ground storage tanks, or stormwater drains? <i>If "Yes", provide details below.</i>



TEMPORARY FACILITY LEASE
(USA)

This lease is made and entered into on _____, 202_ by and between [insert name and state of formation] ("LANDLORD"), and [insert name and 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 (including the improvements thereon), further described as (Sq.ft./acreage and type of property) and is located at [property address including city state and zip code or longitude and latitude plus City/County and State if no address is available] and which is more specifically described on Exhibit "A" attached hereto (the "Property"), together with access over and through all access drives, driveways and common areas for the use and enjoyment of the Property.
2. This lease shall commence on [insert date], and shall continue in full force and effect on a month-to-month basis and may be cancelled by either party by 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 [insert rent]. Any Rent due for partial month's shall be pro-rated.
4. TENANT shall use the Property for the purpose of [insert all uses] and any other legal 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 Property 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 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 Property or from any breach on the part of TENANT of any conditions of this lease, or from any act or negligence of TENANT, its agents, contractors, employees, or licensees in or about the Property.
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 Property 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 Property (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 Property by any environmental hazard to the extent the presence of any environmental hazard was on the Property prior to the date TENANT took possession of the Property 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.

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

LANDLORD: [Name & State of Formation]

TENANT: [Name & State of Formation]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notices:

Address for Notices:

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

With copy to:

*Quanta Services, Inc.
2800 Post Oak Blvd., Suite 2600
Houston, Texas 77056
Attn: General Counsel and Real Estate Portfolio
Manager*



EXHIBIT "A"

PROPERTY DESCRIPTION

(Legal Description or Site Plan Including Square Footage/Acreage, if applicable)



TEMPORARY FACILITY LEASE
(CANADA)

This Lease is made and entered into on [insert date] by and between [insert name of landlord, type of entity and province of formation] ("LANDLORD"), and [insert name of tenant, type of entity and province 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 (including the improvements thereon), further described as [description of property, i.e. land, office space, warehouse, yard, land, shop, etc. including square footage/acreage] and is located at [insert physical address or longitude and latitude if there is no address] and which is more specifically described on Exhibit "A" attached hereto (the "Property"), together with access over and through all access drives, driveways and common areas for the use and enjoyment of the Property.
2. This Lease shall commence on [insert date] (the "Effective Date") and shall continue in full force and effect on a month-to-month basis and may be cancelled by either party by 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 [\$amount per month], plus applicable taxes. (OPTIONAL IF REQUIRED- Remove remaining § if not required) Upon Lease execution, TENANT shall pay LANDLORD a security deposit of [\$insert amount] (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, then the Security Deposit shall be returned by LANDLORD to TENANT within thirty (30) days thereafter.
4. TENANT shall use the Property for the purpose of [insert proposed use] and all legal uses incidental and necessary to that use (the "Permitted Use").
5. TENANT, at its own expense, shall provide and maintain in force during the term of this Lease: 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. LANDLORD, at its own expense, shall provide and maintain in force during the term of this Lease: (i) all risk property insurance in an amount equal at all times to full replacement value of the Property; (ii) commercial general liability insurance; and (iii) boiler and machinery insurance, all with coverage that would be carried by a prudent landlord for a development similar to the Property. Upon request, LANDLORD shall furnish TENANT with copies of all applicable certificates of insurance.
7. LANDLORD covenants with TENANT for quiet enjoyment.
8. [USE A or B and delete the other paragraph]
 - (A) LANDLORD acknowledges and agrees that it is intended that this Lease shall be a completely gross lease for TENANT except as shall be otherwise specified in this Lease, and that other than the Rent or otherwise specified in this Lease, TENANT shall not be responsible during the term of this Lease for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the ownership, management and operation of the Property, including any real property taxes and operating expenses.



- (B) LANDLORD covenants to pay all property taxes, rates, duties or levies whatsoever charged against the Property. Tenant shall pay the cost of all utilities, including electricity, water, lighting, fuel, heat and gas attributable to the Property, including telecommunication charges.
9. LANDLORD agrees to maintain and repair the Property in a good state of repair (reasonable wear and tear excepted), including any structural or capital repairs or replacements or any repairs necessitated by damage from hazards covered by insurance which LANDLORD has maintained or is obliged to maintain.
10. TENANT may assign, sublease or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder: (i) to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of TENANT or stock in TENANT; or (ii) to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with TENANT; or (iii) to any affiliate (as defined in the *Canada Business Corporations Act* (R.S.C., 1985, c. C-44)) of TENANT. No such assignment or other transfer, in whole or in part, of any TENANT'S rights or obligations under this Lease shall be or operate as a release of TENANT hereunder and TENANT shall remain responsible for performing TENANT'S obligations hereunder should TENANT'S assignee or transferee fail to perform any such obligations
11. Upon the termination of this Lease, TENANT shall surrender the Property 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 which the TENANT did not cause or which TENANT is not obligated under this Lease. TENANT may remove its trade fixtures and equipment prior to the termination of this Lease.
12. 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 Property or from any breach on the part of TENANT of any conditions of this Lease, or from any act of negligence of TENANT, its agents, contractors, employees, or licensees in or about the Property, except to the extent caused by the act, omission, negligence or willful misconduct of LANDLORD.
13. 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 Property 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.
14. LANDLORD covenants, warrants and represents that the Property (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 Property by any environmental hazard to the extent the presence of any environmental hazard was on the Property prior to the date TENANT took possession of the Property or was not a result of the acts or omissions of TENANT or its agents or contractors. Nothing in this paragraph 16 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 16 shall survive the expiration or termination of this Lease.
15. Time is of the essence in this lease.



16. This Lease will be construed in accordance with the laws of the Province in which the Property is located.
17. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
18. 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) email, (iii) by overnight carrier service; or (iv) mailed by certified or registered mail, return receipt requested, 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.
19. 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
20. LANDLORD agreed that TENANT may, at its expense, register a caveat or a notice of this lease on title to the Property and LANDLORD shall provide any consents or execute any documents in registrable form in respect of such registration.
21. If the Property is located in the Province of Ontario, LANDLORD and TENANT agree that this Lease is subject to the express condition that it is to be effective to create an interest in land only if the provisions of any statute relating to the severance or subdivision of land or interest in land by conveyance or otherwise (as it may from time to time be amended) are complied with. LANDLORD and TENANT agree, as a separate and distinct agreement, that if, pursuant to any statute, consent is requisite to the validity of this Lease, LANDLORD, at its expense, will apply for such consent and, until consent has been obtained, on terms and conditions reasonably satisfactory to both parties hereto, the term of this Lease or any renewal or extension thereof will not extend beyond the period permitted without consent pursuant to any such statute.



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

LANDLORD:

[Landlord name, type of entity and
province of formation]

TENANT:

[Tenant name and province of
formation]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for Notices:

Address for Notices:

Phone: _____

Fax: _____

Email: _____

Phone: _____

Fax: _____

Email: _____

With copy to:
Quanta Services, Inc.
2800 Post Oak Blvd., Suite 2600
Houston, TX 77056
Attn: General Counsel & Real Estate
Portfolio Manager
realestate@quantaservices.com



EXHIBIT "A"

PROPERTY DESCRIPTION

(Site Plan and Square Footage and full Legal Description)



Facility Lease Obligation

Company In Occupancy	Site Number	Address	Commencement Date	Expiration Date	Rentable Area	2014 Remaining Obligation Jan to Dec	Notes

Month-to-Month Leases

Monthly Rent

Please review and approve the Lease Facility Report as of the date referenced above. If the information on the report is true and correct please sign in the space designated below, scan the document and put it back in the appropriate file in Citrix. Upon returning the report to Citrix please notify your Divisional Accountant that the report is available. However, if you find discrepancies on the report please notify Sara Hale at shale@quantaservices.com or (713) 341-7251 for resolution. Upon correcting the report per the changes requested, the revised report will be put back in Citrix for your access (or emailed to you directly) and for final review and approval. Please sign in the designated space below, scan the document and put it back in the appropriate file in Citrix. Upon returning the report to Citrix please notify your Divisional Accountant that the report is available.

REVIEWED AND APPROVED BY: _____

PRINT NAME: _____

DATE: _____



Location Maps





Location Maps

Our current real estate portfolio consists of over 950 facilities across the globe; most of which are in the United States 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 two maps.



Quanta Services

Real Estate Portfolio
World Map
Month-to-Month Leases
Leases with Expiration
Owned Properties



Quanta Services
Real Estate Portfolio
Continental US and Canada

Month-to-Month Leases
Leases with Expirations,
Owned Properties