

THE GATEWAY

CONTRACTOR'S JOB RULES & REGULATIONS

The following is a description of procedures to be followed by all Tenant Contractors. This is not a complete description, rather a guide covering the items that are most frequently encountered by Tenant Contractors. Please familiarize yourself with the information.

It is the responsibility of the contractor to communicate all information contained herein, and in other documents and agreements, by which he/she is bound to all employees, suppliers and any others providing services through the General Contractor. In no case will an entity's lack of knowledge of any regulations contained herein or in any other document constitute reasonable grounds for failure to comply.

These rules will be strictly enforced and failure to comply may result in work delay, work stoppage or fines. Vestar reserves the right to request the Contractor stop work for any reason it deems to be in the best interest of the shopping center. Proper communication and willingness to cooperate can alleviate, if not eliminate, many problems.

Should you have any questions in reference to the subjects discussed herein, please do not hesitate to contact the following:

Vestar - Property Address:

18 North Rio Grande Street

Salt Lake City, UT 84101

Contacts:

Security – (Available 24/7) – (801) 456-0040

General Manager – Bryan Hill – (801) 674-0608

ALL PERSONNEL WILL WEAR PROTECTIVE CLOTHING AND SHOES AT ALL TIMES. This means no shorts, tennis shoes or sandals, etc.

COMMENCEMENT OF CONSTRUCTION

Prior to commencement of construction, the contractor is required to meet with the representative from Vestar Property Management, to review project policies and procedures, and to establish a staging area. After the staging area has been identified, and prior to mobilizing on-site, the following must be submitted:

The Tenant's Contractor shall furnish to the Landlord's on-site representative with the following items:

- A Certificate of Insurance evidencing all insurance coverage as required by Exhibit "B" of the Lease Agreement, see attached insurance requirements.
- A copy of all required permits and licenses.

- Display a copy of the building permit in a prominent location within the Tenant's demised premises.
- The Contractor's superintendent's name and phone/mobile/pager numbers and a list of Subcontractor's and their phone numbers working on the project.
- A project schedule in the form of a bar chart (timeline), showing start dates and end dates of each division/construction phase by trade. The timeline in calendar form is also acceptable.
- Check for construction deposit, power, sprinkler drain down fees and trash.
- A copy of the Contractor's License and local Tax License or Tax ID
- Tenant's written acceptance of the Premises
- Landlord's written approval of Tenant's Construction Drawings
- A refundable construction deposit is required for any Tenant work made payable to Landlord. The deposit amount is subject to refund following inspection of the Premises by Landlord upon project completion
- Upon project completion, Tenant to provide Landlord with a set of as-built drawings

INSPECTIONS

In addition to Building Department Inspections, the Landlord shall also inspect the Tenant Contractor's work. A memorandum will be posted on the bulletin board if any deficiencies are found. The memorandum will describe the deficiency and may only be removed by the Landlord.

PARKING AND UNLOADING

Vehicles are prohibited from parking along the curb from 9:30 a.m. to 9:30 p.m., even if making deliveries. Parking on sidewalks is always prohibited. Contractors may use truck service courts to load or unload their vehicles and then must move their vehicles to the parking area designated by Landlords on-site representative. Unattended vehicles parking in the loading area or in unauthorized areas may be towed at Tenant's Contractor's expense.

FIELD OFFICE AND STORAGE

Field office will only be allowed in the Tenant spaces. All building materials must be stored within the limits of the Tenant's leased premises. No flammable materials are to be stored except those which are to be used during that construction day. **In no case shall Tenant's Contractor use an adjacent space for performing construction work, storing materials, tools, or fixtures without prior Landlord approval. Any unauthorized areas used for storage will be cleared and discarded by the Landlord, at Contractor's sole cost and expense.**

BARRICADE

If Tenant's work includes the exterior of the building, storefront or common area, at a minimum Tenant's contractor shall construct a minimum 8ft temporary, dust control barricade, suitable for paint and/or graphics. Tenant or Tenant's contractor shall submit a barricade plan to Landlord for review and approval prior to the start of construction.

CONCRETE DELIVERIES AND PLACEMENT

All concrete placement is to be scheduled with Landlord's on-site representative. The means of placement and route will be determined as well as any additional protection measures needed. Where route crosses or comes in contact with project common areas, i.e. sidewalks, service corridors, etc.,

protection must include a four-foot-wide particle board, plywood or Masonite surface. Coordinate all wash out procedures and locations with Landlord's on-site representative.

DELIVERIES AND ACCESS

All deliveries shall be coordinated with the Landlord's on-site representative. Exit corridors and other common areas must always be kept clear. Landlord may clear areas of Tenant materials at Tenant's expense, if not removed by Tenant.

Passage of personnel, tools, ladders, materials and supplies must be accomplished using the access corridors and nearest truck service courts.

No metal wheeled carts will be permitted. All carts, dollies and construction vehicles must have soft rubber tires.

When the route for delivering heavy items such as sheet rock, bagged concrete, steel studs, etc., crosses or comes in contact with project common areas, i.e. sidewalks, service corridors, etc., protection must include a four foot wide particle board, plywood or Masonite over the entire route.

Please advise all vendors delivering to you of this requirement.

TRASH REMOVAL

Dumpsters will not be provided by the Landlord. Trash and debris shall be removed from the premises on a daily basis. Tenant's Contractor shall adhere to the specific rules as established by Landlord's on-site representative. Failure to follow rules will be cause for withholding or deducting from the security deposit to cover the additional cost of trash removal.

Accumulation of Tenant's trash and debris within the premises or in the project, exit corridors, or loading dock which is not removed immediately by the Tenant may be removed by the Landlord at Tenant's expense.

USE/PROTECTION OF PROJECT PROPERTY

For purposes of security and protection of the project finishes from damage, access to the project shall be subject to the control of the Landlord's on-site representative. At no time shall the project's common areas be used by the Tenant's Contractor or its employees for any work, lounging, eating or rest breaks.

Tenant's Contractor shall protect the property of Landlord and other Tenants from damage by their employees and Subcontractors and shall repair all damage caused at its sole cost and expense.

Contractor will provide carpet walk-off mats wet and dry at all access doors. Project hardscape, pavers, etc. must be protected at all times, Contractor is to use a layer of visqueen and carpet pad covered with a minimum of 1/2" plywood, or Masonite clipped together with a brick tie or similar device.

The existing neutral piers and bulkheads must be protected and may not need to be covered; however, they must remain undamaged. Any damage to the neutral pier will be repaired at the Contractor's expense.

ODORS

Contractor is responsible to provide adequate ventilation of space (i.e., exhaust fans, etc.).

TEMPORARY UTILITIES

Tenant's Contractor is responsible for temporary power during construction; temporary power may be available through the Landlord with prior arrangements. Cost for temporary power is \$250.00 for the first 14 calendar days, \$25.00 per day thereafter; cost may be higher if special provisions are necessary. Tenants are encouraged to utilize their own electrical meter as soon as possible. Temporary phone service may be arranged through First Digital at (801) 456-1000

PERMANENT POWER CONNECTION

The main disconnect switch and/or meter for each space may be located in the Landlord's electrical switchgear room. Tenant's Contractor shall utilize only the Landlord's electrical contractor for all connections to the electrical service panel. Access to the electrical rooms will be limited and granted only with prior approval. The Landlord's on-site representative will assign each Tenant Contractor the appropriate space for meter base and disconnect.

TEMPORARY FIRE PROTECTION

During construction each space must be equipped with a minimum of two (2), 1 Olb ABC dry chemical fire extinguishers and must be readily available. Contractor may not begin construction until fire extinguishers are on the job site. No exceptions.

FIRE SPRINKLER WORK/DRAIN DOWN

Landlord has installed a wet fire sprinkler protection system in the common areas and in the premises. Tenant's system shall be sized to handle a minimum one (1) head per one hundred (100) square feet of floor area. Any modifications required to existing system due to Tenant's use of space and improvements shall be performed by a Landlord approved or required Contractor at Tenant's expense. **Contractor is required to notify the Landlord's on-site representative at least 24 hours in advance of sprinkler shutdowns. No exceptions.** Before the Landlord will authorize shutdown of the sprinkler system, the Tenant's Contractor must assist the Landlord's on-site representative in evaluating the work to be done and ensure that precautions have been taken to prevent fires.

The following precautions shall be taken:

- Notify all affected Tenants of the shutdown and ensure the affected Tenants do not have an open flame or are performing torch cutting or welding within their premises.
- Provide standby fire protection, such as charged hose lines from nearby hydrants, extra fire extinguishers, etc.
- Take steps to keep as many sprinklers in service as possible. Make temporary connections to hydrants or adjoining sprinkler systems.
- Discontinue hazardous operations, such as cutting and welding or spraying paint or other flammable materials.
- Continuously patrol shut off areas. Pre-assign someone to reopen the valve should fire occur.
- Sprinkler system shall be operational and pressurized every night.
- Notify Property Management so that the fire alarm monitoring company is notified to put system in test mode.

Upon work completion:

- Open all valves immediately.

- Conduct drain tests downstream from each valve. If tests are satisfactory, re-lock each valve open.

TORCH CUTTING OR WELDING

Tenant's Contractors shall notify the Landlord's on-site representative prior to performing any torch cutting or welding and take out a cutting/welding permit with the Landlord's on-site representative. The Contractor shall inspect the work area and ensure the following precautions have been taken to prevent fire.

General:

- Sprinklers are in service.
- Cutting and welding equipment in good repair.

Within 35 feet of work:

- Floors swept clean of combustibles.
- Combustible floors wet down, covered with damp sand, metal or other shields.
- Flammable liquids removed; other combustibles protected with fireproof tarpaulins, metal shields, or covers.
- All wall and floor openings covered.
- Noncombustible tarpaulins suspended beneath work.

Work on walls or ceilings:

- Construction is noncombustible and without combustible covering or insulation.
- Combustibles moved away from opposite side of wall.

Work on enclosed equipment:

- Equipment cleaned of all combustibles.
- Containers purged of flammable liquids.

Fire watch:

- Fire watch will be provided during work and continue for 30 minutes after work.
- Supplied with extinguishers and small hose.
- Trained in the use of this equipment, in sounding alarm, and taking proper emergency action.

ROOFING

Any roof repairs or work will be coordinated with Landlord's on-site representative. All penetrations and roof work shall be completed the same day. All roofing work or roof penetrations must be coordinated through Landlord's on-site representative and made by Landlord's approved or required Contractor at Tenant's expense. All roofing work shall meet NRC and Landlord's roofing warranty requirements.

Access to the roof is limited and must be via means specified by Landlord's on-site representative. Contractors are prohibited from placing ladders against building exterior for roof access. Foot traffic on and off the roof will be monitored by signing in and out with Landlord's on-site representative. The Contractor will monitor all construction activities and assure that all construction debris is removed daily. Contractor understands that unless noted otherwise, on the Space Approval Form, the roof is deemed leak free.

OVERHEAD DECK DEFLECTION

The upper level floor deck, roof deck, and project structure are designed to deflect up to%. Special construction methods are required when attaching to our building close to items in contact with the overhead building structure. This includes the bulkhead above the storefront.

To accommodate the deflection, it is mandatory that the demising wall studs be left unattached to the top track. The drywall subcontractor must be instructed to remove the screw from the top track connection just prior to applying the top course of gypsum wall board. No drywall is to be attached to the top track.

CONCRETE CUTTING AND OR CORE DRILLING

Contractors shall notify Landlord's on-site representative 24 hours in advance of penetrating any floor slab. No exceptions. Precautions must be taken to keep water from the saw cutting from running into the adjacent Tenant spaces. Concrete must be cut through completely. Do not saw cut deeper than the thickness of the concrete.

Contractors making an upper level floor penetration must follow the following procedure:

- Coordinate all work with the lower level Tenant.
- Lay out penetration with Landlord's on-site representative.
- Check structure below for possible conflicts.
- Drill a 1/3" pilot hole at the center of the penetration.
- Place a rod or string through the pilot hole.
- Contact Landlord's on-site representative for inspection prior to core drilling or saw cutting the floor.
- Tenant shall place an observer on the floor below to ensure the safety of others.

The following is the procedure for reinforcing the floor structure to allow cutting holes in an upper level floor:

- Holes between 8" square and 2'0" square must be reinforced with 2 W' x 2 %" x %" steel angle frames between joists or beams and between the angle frames to provide direct support around the edges of the hole.
- Holes between 2'0" square and 4'0" square must be reinforced with 3" x 3" x %" steel angle frames between joists or beams and between the angle frames to provide direct support around the edges of the hole.
- The top flange of the angles between the joists or beams must extend over the top of the joist or beam and be tack welded to prevent movement. Locations that occur at joists also require stiffening of the joist per the detail in the Tenant Design Manual.
- The floor deck around the opening must also be welded to the angle frames.
- The angle frame member can be eliminated on the side of an opening that is within 6" of a joist or beams.
- Openings required to be larger than 4'0" square must be reviewed by the Tenant's structural engineer. Tenant, at Tenant's sole cost and expense, will contract with the structure engineer and provide the Landlord with all pertinent information.

STRUCTURAL LOADING OF BAR JOISTS

Do not cut, weld, penetrate, notch, etc. any portion of Landlord's structure.

The joist or joists used to support mechanical equipment must not support other mechanical or miscellaneous concentrated load such as a roof drain, sprinkler piping, or other mechanical equipment. Normal suspended ceiling loads can be on the same joist. If more than one such condition occurs on one joist, the Tenant, at the Tenant's sole cost and expense, shall retain the services of a structure engineer to verify load calculations.

MECHANICAL NOTES

- All above grade water piping shall be type L copper, all below grade water piping shall be type K.
- All waste and vent piping shall be cast iron. PVC and ABS are NOT ALLOWED.
- All dissimilar metals must be isolated.
- All water piping shall be insulated.
- All sheet metal, HVAC piping, plumbing piping and mechanical equipment shall be restrained and anchored to meet seismic Zone 3 requirements.

STRICTLY PROHIBITED WORK AND PRACTICES

- Combustible materials above finished ceilings or in any other concealed, non-sprinkled space.
- Smoking within the premises or outside of designated smoking areas.
- Shirts are required to be worn by all workers in the project.
- Walking across or damaging the landscaping. Landlord will deduct any repair costs from construction deposit.
- Imposing any excessive structural load, temporary or permanent, on any part of the building structure without the advanced written approval of Landlord.
- Cutting any openings in the floor slab, wall or roof unless approval is provided in advance by Landlord.
- Installation or display of any signage without Landlord's prior approval.
- Pets of any nature.
- Alcoholic beverages or illegal drugs.
- Gasoline or diesel motors.
- Deviating from an approved set of plans without prior Landlord written approval.
- A \$500 fine will be levied against the General Contractor for any vendor, material men, or subcontractor found parking or driving on any sidewalks.

CLEAN-UP AND WASH DOWN

Absolutely no paint products, drywall residue, grout residue or similar products shall be induced into the project's landscaping, waste lines or storm drains. Excess residue shall be placed in appropriate containers and disposed of in Contractor's dumpsters. Any Contractor or employee of same violating this rule will be held fully responsible for costs of corrective measures necessary and said Contractor will no longer be allowed access to the Landlord's premises.

PERMANENT UTILITIES AND BUSINESS LICENSES

Tenant shall make timely application and pay for all fees to all utility companies to secure permanent service and to the appropriate governmental authorities for all required business permits and licenses.

RULES AND REGULATIONS ACKNOWLEDGEMENT SHEET:

Name on behalf of

Title

Company/Store

Date

THE GATEWAY

Date