

VILLAGE ON THE PARKWAY

CONTRACTOR RULES AND REGULATIONS

I. INTRODUCTION

It is the responsibility of the Tenant and General Contractor to communicate all information contained herein, to all employees, subcontractors, suppliers and any others providing services through the Tenant or 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 or subcontractor 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 here, please do not hesitate to contact the following:

Contacts:

Property Owner: 5100 Belt Line Road Investors, LLC
Owners Representative: Vestar, Inc. [property management company]
5100 Beltline Road, Suite 316
Dallas, TX 75254

- Management Office – 972-385-6054
- Construction Manager – Craig Myers – Foursite Consulting LLC – cmyers@foursite.com, 602-266-5888 office, 480-390-2847 cell.
- Property Manager – Susan Steelhammer, CSM – Vestar, Inc. ssteelhammer@vestar.com; 972-385-6054, 214-505-9969 cell.
- Administrative Assistant – Kristin Middleton – Vestar, Inc. kmiddleton@vestar.com; 972-385-6054.

Property Address: 5100 Belt Line Road, Dallas, TX 75254
Each tenant in the complex has an individual suite number

II. PRE-CONSTRUCTION MEETING

Prior to commencement of construction, the contractor is required to meet with the representative from Vestar Property Management to review project policies and procedures. Prior to the preconstruction meeting and mobilizing on-site, the following must be submitted:

1. **INSURANCE:** Submit a Certificate of Insurance to Vestar meeting the requirements as outlined in Exhibit "A" attached to these rules and regulations with the following additional insured:

<p><u>Certificate Holder:</u></p> <p>5100 Belt Line Road Investors, LLC 5100 Beltline Road, Suite 316 Dallas, TX 75254</p>	<p><u>Additional Insured:</u></p> <p>TPF Equity REIT Operating Partnership LP (as Parent Member)</p> <p>UBS Realty (as Advisor)</p> <p>Vestar Properties, Inc. (as Managing Agent)</p>
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2. **CONTACT LIST:** Provide a contact list which should include contact information for the Tenant, General Contractor and all subcontractors working at the site. The contact information should include after-hours/24 hour emergency contact information for each.
3. **BUILDING PERMIT:** Provide a copy of the building permit as issued by the municipality.
4. **SCHEDULE:** A project schedule showing start and completion date for each of the major trades including Tenant's projected opening date.
5. **DEPOSIT:** A refundable construction damage deposit in the amount of \$5,000.00 is required for any Tenant work. Check should be made payable to **5100 Belt Line Road Investors, LLC**. The security deposit will be subject to deductions for any violations of policies and procedures and for various fees outlined below.

III. RULES & REGULATIONS

1. **BARRICADES:**
 - a. If Tenant's work includes the exterior of the building, storefront or common area, Tenant's contractor shall construct a temporary barricade in accordance with **Section VI** of these rules and regulations.
 - b. Tenant or Tenant's contractor shall submit a barricade plan to Landlord for review and approval prior to the start of construction.
 - c. Installation and removal of the temporary barricade must be completed either prior to or after center operating hours.
2. **REQUIRED VENDORS:**
 - a. Tenant or Tenant's Contractor shall coordinate with Vestar for information regarding required vendors. The following are required vendors for the below referenced trades:
 - i. FIRE ALARM: Pulsar – 888-478-5727 Brendan Ireland cell 512-745-9840 brendan@pulsaralarm.com.
 - ii. FIRE SPRINKLER: Pulsar – 888-478-5727 Brendan Ireland cell 512-745-9840 brendan@pulsaralarm.com. Or Action Fire Pros Ashley Roberts 800-550-2287 aroberts@actionfirepros.com.

iii. ROOF: Paragon Roofing – 214-630-6363 Chris Clinton
ChrisC@paragonroofinginc.com.

iv. WATER SUBMETERS: American Water and Energy – 800-950-9058 Jenn Murdock
jennm@americanwater.com.

3. DUMPSTER PLACEMENT, TEMPORARY FACILITIES & TRASH REMOVAL:

- a. Tenant or Tenant's Contractor is required to coordinate with Property Management for the type, size and location of a construction dumpster and temporary facilities.
- b. Dumpsters will be emptied on a regular basis. Trash and debris will not be allowed to overflow the container or be deposited on the ground.
- c. Temporary facilities are to be serviced on a regular basis to prevent any foul odors.
- d. Dumpsters with graffiti will not be allowed on property and must be immediately removed.
- e. A onetime \$250.00 dumpster placement fee will be deducted from construction deposit.
- f. All construction debris must be disposed of properly.
- g. No center supplied or tenant dumpsters shall be used.
- h. No material shall be kept in the service area, common walkways, on the ground surrounding trash containers or outside the demised premise. If contractor fails to keep these areas clean and free of debris, Contractor will be billed \$55.00 per man hour for Landlord's staff, at Landlord's direction, to perform such work on behalf of the contractor.

4. PARKING:

- a. Contractors, subcontractors and vendors are to park in the designated parking areas. See Exhibit "B".
- b. Construction vehicles parked other than in designated areas may be subject to towing without prior notification. Towing and retrieving costs are at the vehicle owner's expense.
- c. Parking in driveways, fire lanes and established loading zones is strictly prohibited. Unattended vehicles in these areas will be towed at the vehicle owner's expense.

5. CONSTRUCTION NOISE LEVELS:

- a. Any noise producing work (i.e. saw cutting, pneumatic nail guns, drilling, hammering, etc.) should be completed outside of center operating hours. (See Article V below)
- b. Should any of the Town of Addison's construction work hour restrictions be more restrictive, they will apply.

6. ACCESS:

- a. Contractor shall install a lockbox containing a key for access to the space during construction. The combination will be provided to property management.
- b. Tenant or Contractor will be responsible for providing access to all its subcontractors or vendors.
- c. Use of the front door of the premises is prohibited during construction.

7. DELIVERIES:

- a. All material deliveries shall be made outside of the centers operating hours. See Article V below.
- b. It is the responsibility of the contractor to ensure that all personnel and vendors making deliveries to the job site are aware of the job site location and access route.
- c. Deliveries attempted during business hours will be refused and rescheduled during the required times, no exceptions.

8. MATERIAL STORAGE:

- a. Contractor's materials and Tenant's trade fixtures must always be stored inside Tenant's space. At no time will materials be stored in the common areas.
- b. On a space available basis, onsite storage containers or inline vacant space may be available for temporary storage. The storage fee will be \$100.00 a day.
- c. Contractor will be required to install a construction core on any in-line space used for storage and upon turn-over, coordinate the reinstallation of owner's building core, all required work to be at contractor's expense.
- d. The condition of the surface a storage container is located on or the condition of the inline vacancy at possession is the condition in which they should be returned.
- e. The costs of repairs for any damage to the storage space or the parking surface will be deducted from contractor's deposit.
- f. Staging areas are a privilege and not a right. Property management reserves the right, with notice, to rescind use of or otherwise modify the staging area at which time the Contractor will immediately vacate the area per the above terms.

9. FIRE ALARM & FIRE SPRINKLER WORK:

- a. Any modifications to the sprinkler system and/or fire control systems will be done by center contractor at Tenant's expense. See Required Vendors, Item 2 Above
- b. A sprinkler fee of \$175.00 per shutdown will be assessed to Tenant for draining sprinkler system to make modifications. Tenant is permitted to drain sprinkler system two times at the above price. Each subsequent draining of sprinkler system will result in an additional \$50.00 assessment. These fees will be deducted from the construction deposit.
- c. Tenant or Tenant's contractor must contact property management at least 48 hours prior to any drain down or fire alarm testing.
- d. Drain down and testing of the fire alarm must be performed outside of center hours.

10. TEMPORARY POWER:

- a. Contractor is prohibited from using house-supplied power/utilities for construction purposes.
- b. Contractor must supply its' own generator or temporary electrical service.
- c. Placement of any generator shall be coordinated with property management.

11. UTILITIES:

- a. All utility connection points shall be coordinated with owner including the placement of associated meters, lines or pipes. Any work that did not receive prior approval is subject to removal at Landlord's direction.
- b. The contractor is responsible for verifying the exact location of all existing utilities. The contractor shall always protect utilities left in service including telephone lines. This includes any utility lines that may be running through the tenant's premises.
- c. Any damage to utility lines caused by the contractor shall be reported promptly to the owning utility company and property management.
- d. Immediate action will be taken to ensure that the damaged utilities are returned to service as soon as possible.

12. HVAC UNIT PLACEMENT:

- a. The placement of all rooftop equipment or condensing units will be reviewed and their location approved by property management prior to any work being done.
- b. A signed and stamped engineered drawing will be supplied to property management showing the method by which the equipment will be supported.
- c. For roof mounted equipment, scheduling of and location of any crane or lift equipment will be approved by property management prior to any work being performed.

13. PROTECTION:

- a. Contractor shall supply walk-off mats or wet pads inside each entrance and exit from the job site to minimize tracking into the common area or service areas.
- b. The common area and service areas adjacent to the job site shall always be kept clean. Cleaning shall be done on an immediate as needed basis to keep the areas clean and free of trash, dirt and debris which may require the use of full time porters or day laborers.
- c. The contractor is responsible for taking appropriate measures to protect the surrounding property including the center buildings, common areas, other tenant's premises and property of visiting customers.
- d. The contractor is responsible for all cost of patching, repairs and replacement for any damage caused by their work forces.

14. SECURITY:

- a. Contractor shall be, always, responsible for the security of the job site including insuring materials, tools and the premises are secure after working hours.

15. LANDLORD INSPECTIONS:

- a. Landlord will from time to time visit the construction site. If any deficiencies are noted, Tenant or Tenant's Contractor shall correct prior to the completion of construction. If such correction is needed for the safety and well-being of the centers tenants, customers or the for the integrity of the building itself, such measures shall be taken immediately.
- b. Upon completion of improvements Landlord shall be notified to walk Landlord's punch list.

IV. JOB SITE CONDUCT, COORDINATION AND COOPERATION:

1. The contractor shall not interfere with or disturb the tenant's or tenant's customers. At the request of property management, any perceived activity creating a nuisance or other disturbance will be stopped immediately.
2. Job site employees are not to be visible in common areas by patrons for smoke breaks and lunch breaks. Job site employees are also prohibited from using tenant restrooms.
3. ***In the event contractor willfully violates requirements of these Rules and Regulations, Vestar Property Management may order the contractor to remove its equipment and/or its' employees from the Shopping Center immediately.***
4. Any injury or accident must be immediately reported, in writing, to Vestar, attention: Max Holderby, General Manager.

V. CENTER OPERATING HOURS:

- Monday to Thursday - 10:00 AM – 8:00 PM
- Friday and Saturday – 10:00 AM – 10:00 PM
- Sunday – NOON – 6:00 PM
- Hours subject to adjustment based on actual hours of tenants in proximity of the job site.
- All work considered noisy work is to be conducted outside of the above hours.
- Work is permitted during operating hours but not to the detriment of surrounding tenants or center operations. Work producing minimal noise is not prohibited during these hours.

VI. BARRICADE REQUIREMENTS:

1. Minimum 1/2" Plywood suitable for painting and accepting graphics. OSB/Strand Board/Drywall is strictly prohibited. (Pressure treated plywood is required for projects exceeding 4 months in length to preserve the integrity of the barricade from inclement weather.
2. All surfaces to be painted to match existing building color. Paint spec to be provided by Landlord. All screws/nails are required to be recessed.
3. Anchoring into the common area sidewalk or parking surface is strictly prohibited.
4. Damage to Landlord property must be repaired to original condition within 24 hours. If contractor fails to repair said damage, Landlord reserves the right to make repairs and back charge contractor for such work with an additional 15% for overhead.
5. If necessary for the project, barricade doors will be constructed using same material and are required to swing inward and not outward the common area.
6. A latch will be required to allow management access from the common area.
7. If required, 4 Mil Black Fire Retardant Poly Sheathing to be installed as a dust barrier from the rear and top of barricade to storefront. No sheathing will be fastened to the outside of the barricade walls.
8. No contractor advertising/banners will be permitted.
9. Any damage to the barricade caused by construction will need to be repaired and comply with specifications within 24 hours of notice from Landlord.
10. Barricade construction is permitted between: 5:00 A.M. - 10:00 A.M. Depending upon location, evening hours may be permitted.
11. Landlord reserves the right to modify specifications at any time for reasonable cause.

The above requirements are not to be all inclusive. Center Management reserves the right to add or delete any of the above requirements at their discretion. Please see Property Management with any questions or comments regarding the above.

RULES AND REGULATIONS ACKNOWLEDGEMENT OF RECEIPT:

RECEIVED BY:

Tenant Owner or Owner's Representative

Title

Tenant Name

Date

VESTAR

Craig Myers – Foursite Consulting, LLC
Construction/Real Estate Consultant

Date

Susan Steelhammer, CSM
Property Manager

Date