

Tools, Equipment, Utilities and Materials:

- Contractor is responsible for supplying and securing all of their own tools and equipment. The center will not loan out any tools or equipment and will not secure any of the contractor's tools or equipment.
- Contractor is responsible for all temporary/construction utilities. Power and water for construction use may only be obtained from the utilities currently dedicated to the work space. At no time will common area or tenant (other than the subject space) utilities be utilized for tenant improvement purposes.
- Contractor is responsible for locating all tenant, shopping center and publicly owned utilities. Contractor will take all reasonable precautions to avoid damaging utility lines and equipment including but not limited to hand digging, utilizing an underground utility locating service and keeping related permits/fees current. The contractor will be responsible for all costs associated with the repair of any damage caused by their work.
- Contractor is responsible for the supply and proper use of all necessary and property manager requested safety devices and barricading.
- Structural limits must be adhered to whenever moving or using equipment on any of the center's surfaces or buildings.

Trash:

- Contractors will not allow trash or debris to accumulate in or around their job site. All trash and materials will be disposed of promptly; no less than daily.
- Contractors and tenants are not permitted to use shopping center (tenant or common area) trash receptacles, trash bins or compactors during the construction or stocking phase. The contractor will arrange for trash service through the center management.
- The contractor will be billed at a rate of \$30 per hour for any janitorial or cleaning work that the property manager must perform as a result of the contractor's work.

Insurance:

- Contractor, at its sole expense, shall obtain and keep in force during the term of this Agreement, or any renewals or extensions thereof, a policy or policies, from a responsible insurance company, of comprehensive general public liability insurance approved by Owner, naming Owner as additional insured with minimum limits of not less than Two Million Dollars (\$2,000,000) for injury to one person including death in any one accident or occurrence, and also insurance in the sum of not less than \$1,000,000 against claims for property damage. Such

policy or policies of insurance shall insure against loss, injury, death or damage to persons or property of the public, Owner, and its respective directors, Officers, employees, agents, patrons or customers.

- Such liability insurance shall specifically cover the contractual obligation of Contractor under the indemnity provisions contained herein, and shall also cover not only the services contemplated to be rendered hereunder, but shall also cover contractor's operation, management and conduct of all its business activities and any attendant facilities and services.
- Worker's compensation insurance shall be provided as prescribed by applicable law and employer's liability coverage with a limit of not less than One Million Dollars (\$1,000,000).
- Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall be not less than \$1,000,000 per person/\$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- All insurance policies shall be issued by companies and in forms satisfactory to Owner and shall expressly provide that the insurance company or companies shall notify Owner in writing at least thirty (30) days prior to any alteration or cancellation thereof. Contractor will forthwith provide Owner with current certificates of such insurance upon issuance.
- Contractor agrees that if it does not procure all such insurance and keep same in full force and effect, Owner as its option and subject to its right of reimbursement from Contractor may obtain such insurance and pay the premium therefore, the adequacy of the coverage afforded by said liability insurance shall be subject to review, by owner from time to time and if it appears as a consequence of such a review that a prudent businessman in the area operating businesses similar to those operated by Contractor, should increase the limits of his liability insurance, Contractor shall, to that extent, forthwith increase such limits.

Indemnification:

- Contractor agrees to fully protect, indemnify, and save harmless and defend Owner, its Directors, Officers, employees, agents, affiliates and subsidiaries from and against including but not limited to any and all loss, costs, injury, liability, claims, liens, demands, taxes, penalties, interest, actions or causes of action, suite, damages or expense, cost of investigation and defense, including counsel or attorney's fees, whether under retainer or otherwise, of every nature whatsoever, or in any manner arising, whether incident to or in connection with the performance of work contemplated under this agreement which might result from: any negligent act of omission or willful misconduct of Contractor or its sub-contractors or their Officers, agents, or employees; or their performance or

nonperformance of any activity or service and whether or not such claims, demands, actions, causes or action, suits liabilities, loss costs, damages or expenses are claimed to be caused by or the result of the negligence of Owner, or anyone or all of the above indicated parties or their agents, employees or servants or any other person or entity.

Insurance Certificate Requirements:

Project:	The District at Tustin Legacy
Entity:	Vestar/Kimco Tustin, LP
Certificate Holder:	Vestar Development Co. 2437 Park Avenue Tustin, California 92782
Additional Insured:	Vestar/Kimco Tustin, LP Vestar California XXX, LLC City of Tustin MCAS Tustin Tustin Community Redevelopment Agency Tustin Public Financing Authority United States Department of the Navy Wachovia Bank, National Association, as Master Servicer on behalf of, LaSalle Bank National Association, as Trustee for the benefit of the Certificate Holders of, Its Successors and/or Assigns, Commercial Mortgage Pass-Through Certificates Series LB-UBS 2007-C7