

LAKE PLEASANT TOWNE CENTER CONTRACTOR RULES AND REGULATIONS

A. INTRODUCTION

It is the responsibility of the contractor to communicate all information contained herein and in other documents and agreements by which he 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 can result in work delay and/or work stoppage. Vestar reserves the right to request the Contractor stop work for any reason it deems to be in the best interest of the project. Good 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:

Vestar

2415 E. Camelback Road, Suite 100
Phoenix, AZ 85016
(602) 866-0900 (Phone)
(602) 956-8721 (Fax)

Contacts: Kathy Schiller, General Manager, kschiller@vestar.com, 602-553-2717
Rebecca McKinney, Asst. Property Manager, rmckinney@vestar.com, 602-553-2626
Sally Monczka, Tenant Coordination Manager, smonczka@vestar.com 602-553-2650
Scott Tyson, US Diversified Services, scott.t@usdservices.com, 602-722-9978
(onsite facilities maintenance)

B. RULES AND REGULATIONS

1. PRE-CONSTRUCTION MEETING:

Prior to commencement of construction, the contractor is required to meet with the representative from Vestar to review project policies and procedures, and to establish a staging area agreement. The following documents must be furnished prior to mobilizing on-site:

- (a) Email a Certificate of Insurance (including the policy endorsements) to the Property Manager listed above naming the following entities as additionally insured:

Vestar LPTC, LLC (Also list as Certificate Holder)
and Vestar Properties Inc. dba Vestar Property Management
2415 E. Camelback Rd.
Suite 100
Phoenix, AZ 85016

Bank of America, N.A.
Commercial Real Estate Banking

201 East Washington St., 22nd Floor
Phoenix, AZ 85004

Carbon Capital VI, Inc. (BlackRock)
40 East 52nd St.
NY, NY 10022

with a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

- (b) Provide a 24-hour contact list, which should include all Subcontractors onsite.
- (c) Provide a copy of contractor's State of Arizona general contractor's and business license.
- (d) Provide a copy of the Tenant's approved TI building plans and building permit as approved by the municipality.
- (e) A refundable construction damage deposit of \$1,000.00 is required if Tenant's work is confined to Tenant's space and \$2,500.00 if Tenant's work includes work within the common area of the Center. Check payable to Vestar LPTC, LLC.
- (f) If Tenant's work includes the exterior of the building, storefront or common area, at a minimum Tenant's contractor shall construct an 8ft temporary 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.
- (g) Tenant or Tenant's Contractor is required to coordinate with Vestar Property Management for the type, size and location of a construction dumpster.
- (h) Tenant or Tenant's Contractor shall contact Vestar Property Management for information regarding required Roofing, Fire Alarm and Fire Sprinkler subcontractors, as well as, any other Landlord required subcontractors.

2. LANDLORD REQUIRED SUBCONTRACTORS:

Roof, 5 Guys Roofing, Dave Nicholas (480-892-5311)

Aero Fire and Sprinkler (Fire Alarm work Only) James Dole (602-763-4303)

3. COORDINATION AND COOPERATION:

The contractor shall not interfere or impede site or surrounding building work. Contractors shall not disturb other tenants with disruptive noise or disrespectful behavior. In the event contractor willfully violates requirements of these Rules and Regulations, Vestar may order the contractor to remove its equipment and its employees from the Project Site.

4. JOB CONDUCT GUIDELINES:

Workers shall be confined to approved staging areas and are required to maintain good discipline. Violation of the Job Conduct Guidelines or violation of Basic Safety Rules and Regulations as required by O.S.H.A. and entitles Vestar to cause violating individual and/or contractor to being removed from the site. Any injury or accident must be immediately reported, in writing, to Vestar, attention: Christina Iiames, Assistant Property Manager.

- (a) Head Protection
 - Hard hats must be worn at all times. NO EXCEPTIONS.
- (b) First Aid
 - Every contractor is expected to provide adequate first aid and safety kits to care for any injury of their employees.
- (c) Fire Control
 - No open fires, fire barrels or hot boxes.
 - Fire extinguishers are required in:
 - Trailer/office, minimum 10 lb. ABC
 - Equipment, minimum 5 lb. ABC
 - Fire Watch, minimum 20 lb. ABC
 - Extinguishers must be on lifts and scaffold, not on the floor.
 - Combustible materials storage is not permitted on site.
 - Construction trash may not accumulate. The grounds and parking area are to be kept clean at all times.
- (d) Foot Protection
 - Work boots are required. Loafers, tennis shoes, or soft soled shoes are not allowed.
- (e) Ladders
 - No metal ladders are allowed on site. Damaged ladders must be immediately removed from this project.
- (f) Scaffolding
 - Full handrails, mid-rails, toeboards, and full decking are required on all scaffolding regardless of height. Access ladders must either be built in or attached.
- (g) Work Clothing
 - All shirts must have a minimum of four (4)-inch sleeve length over shoulders and must be worn at all times. No shorts, cut-offs, tank tops, etc.
- (h) Electrical
 - GFI protection is required on all electrical systems.
- (i) Signage
 - Signage must be posted for public safety and/or general warning.

Safety issues include, but are not limited to, the above guidelines.

5. CONTRACTOR'S OFFICES AND BUILDINGS:

Arrangements for the location of the contractor's staging area, project office trailer, sheds, roll-off dumpster, waste containers, portable toilets, etc. shall be made with Vestar during your pre-construction

meeting. All staging areas must be secured with 6' high chain-link fencing, to include tan mesh graphics on all sides. NO EXCEPTIONS! You may be asked to relocate your field operations during the course of construction. This relocation must be completed within ten (10) days of notification by Vestar. All costs associated with a move are the contractor's responsibility.

6. PROJECT WORK HOURS:

All heavy duty work such as jack hammering, saw cutting or any loud power tools must be done before the mall opens or after closing. Any annoyance to your neighboring tenants will not be tolerated. Please refer to Rules #3 & 4.

7. JOB SITE STORAGE:

It will be determined during your pre-construction meeting with a representative from Vestar if a staging area for materials, tools and equipment is available on site. Job site storage is limited and it may be necessary to arrange for offsite storage. If a site location is available, it will be on a temporary basis only. You may be asked to relocate to accommodate base building and/or site work.

Any damage or losses resulting from storage of materials, tools and equipment shall be remedied at the cost of the contractor. The contractor is responsible for erection, dismantling, maintenance, utilities, fencing, telephone, security, etc. that it deems necessary in setting up its offices, sheds and storage areas.

Materials and Equipment temporarily stored at the Premises shall be located so as not to interfere with the work of any other contractor.

8. DRINKING WATER:

Each contractor is to provide ice and portable water at the job site for use by contractor's field workmen.

9. TEMPORARY TELEPHONE:

Each contractor is responsible for providing a required telephone service for performing the work under his or her respective contract.

10. TEMPORARY POWER AND LIGHTING:

Each contractor is responsible for providing temporary power as required for its job completion.

11. MISCELLANEOUS TEMPORARY FACILITIES:

Each contractor, at his own expense, shall provide any other temporary facilities and/or requirements the trade contractors believe to be required by his work.

12. TRAFFIC CONTROL:

The contractor is responsible for any traffic control and barricades necessary to perform their work. The project speed limit is 10 mph.

13. ACCESS AND MATERIAL DELIVERY:

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. Access to the premise must be made from the rear of the building only.

Deliveries to the site shall be controlled so that materials are not stored for excessive periods before erection and incorporation into the structure or structures.

14. PARKING:

Contractors and their employees are restricted to the staging areas designated by the Lease Exhibit (or in the absence of a Lease Exhibit, by Vestar. 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.

Parking in driveways, fire lanes and established loading zones is strictly prohibited. Delivery vehicles must be completely unloaded at curbside and then moved out. Unattended vehicles in loading zones will be tagged or towed at the vehicle owner's expense.

15. PROTECTION OF EXISTING UTILITIES:

The contractor is responsible for verifying the exact location of all existing utilities. The contractor shall protect utilities left in service including construction temporary power and telephone lines at all times. Any damage to utility lines caused by the contractor operations shall be reported promptly to the owning utility company. The utility company shall make repairs at the contractor's expense.

16. MISCELLANEOUS PROTECTION:

The contractors are responsible for protecting property, personnel and the work of other contractors in carrying out their work. The contractor is responsible for all cost of patching, repairs and replacement for work damaged by their work forces. The contractor shall take all reasonable precautions to protect their work from damage by other contractors including providing and maintaining protection and barricading of their work area. This includes, but is not limited to, any open trenches, pits and shafts, holes in floor or walls, and similar potentially hazardous areas. All contractors shall fence their respective work and staging area.

17. CLEAN-UP/TRASH:

Clean up shall include removal and legal disposal of all debris from the site. The contractor shall remove empty carton, crates and other combustible refuse from the premises daily. Dirt or rubbish is not allowed to accumulate so it becomes detrimental to employees or to the work of the various trades.

18. SECURITY:

The contractor is responsible for all temporary security or facilities the contractor believes is required.

RULES AND REGULATIONS ACKNOWLEDGEMENT SHEET:

Name on behalf of

Title

Store

Date

Kathy Schiller
Property Manager
Lake Pleasant Town Center

Date

CONTRACTOR CONTACT SHEET

Tenant Name:

Owner or Corporate Contact Name:

Email Address:

Phone Number:

Name of Contractor Company:

Contractor Contact Name:

Email Address:

Phone Number:

Name of Sub-Contractor Company:

Sub-Contractor Contact Name:

Email Address:

Phone Number:

*****This sheet must be filled out and delivered prior to / day of construction meeting*****