CONTRACTOR'S HANDBOOK
RULES AND REGULATIONS
THE DISTRICT AT TUSTIN LEGACY

Design and Administrative Requirements:

- The term Contractor in this document refers to the contracting firm, its employees, agents, sub-contractors and materialmen performing work for a tenant or the landlord and who is be required to abide by this document. Property manager refers to any representative of the landlord.

- Contractor will abide by all local state and federal laws, ordinances and regulations.

- Contractor will submit two (2) sets of drawings to the landlord for approval prior to submittal to any governmental or regulatory authority.

- Contractor will obtain all necessary permits and pay all necessary taxes and fees including but not limited to building permits, plan check fees, sewer fixture unit fees and trash hauling fees.

- Sign drawings must be submitted directly to the Landlord by the sign contractor for Landlord approval, prior to submittal to the local municipality and prior to fabrication or installation.

- The tenant premises (job site) will draw utilities only from existing services specifically dedicated to that premises. Unless specifically noted on landlord approved plans, utilities may not be increased in size from their existing levels or redirected from other areas of the shopping center or other tenant spaces.

- A security deposit of $2,500 will be furnished by the contractor to property manager before commencing work. This deposit will be used towards the correction of any deficiencies caused by the contractor. Contractor's liability is not limited to this amount and the contractor will be held responsible for any damage caused to the shopping center, the tenant spaces, employees, merchants, customers or their property.

- Contractor must present two (2) sets of stamped approved (by all required project architects and engineers as well as all governmental and regulatory agencies) plans to the property manager prior to commencing work.

- Contractor must keep one (1) set of approved drawings on-site at all times.

- Contractor must also keep the inspection card on-site at all times and must present a completed inspection card to the landlord at the close of construction.

- All repair materials will match existing materials and be of equal quality as determined by Landlord.

- Contractor must submit one (1) complete set of As-Built drawings at the close of construction. Drawings will include all stamped engineering drawings and specifications. Contractor is responsible for obtaining all required warranties.

- Contractor must submit copies of unconditional lien releases from all subs as well as a conditional upon final from himself.

- Contractor must submit a Certificate of Occupancy and any other required permits and receipts for paid fees at the close of construction.

- Contractor must have a supervisor on-site at all times when work is being performed.

- Labor disputes will be grounds for termination.

- Only licensed contractors and sub-contractors are authorized to work on the premises. All contractors must be licensed for their specified trade. A list of sub-contractors and contact phone numbers must be submitted prior to the commencement of work. (See the attached form.)

- The property manager will inspect the job site on both a routine and emergency basis. The contractor must cooperate with the property manager in maintaining shopping center operations, the structural integrity of the building and minimizing any inconvenience/hazard to customers and merchants.

- The contractor must complete a punch list walk with the property manager, correct any deficient items and submit all required paperwork (including a certificate of occupancy) prior to receiving a security deposit refund.

Safety:

- The safety of our customers, employees and the property is of prime importance. Safe work practices, barricading, signage and scheduling must be used to keep all hazards to a minimum.

- The contractor will utilize only the safest construction method for each task. Safety will not be compromised for speed or value engineering.

- The contractor will provide the property manager with advanced notification of any planned task that is of a potential risk to the shopping center, its merchants, staff, customers or their property. The contractor will also conduct advanced

planning with the property manager for all such events as well as those that will have any impact on the common area and/or other merchants or their property.

- All work must be done in compliance with OSHA, Fire and all other safety regulations, laws and ordinances. All required MSDS must be on site at all times.

- All personnel will use the required safety equipment both for themselves as well as the work area.

- Trash and debris will not be allowed to accumulate on or around the job site. All such items will be removed no less frequently than daily.

- The contractor is responsible for notifying security immediately in the event of an incident or potential incident that has or may cause harm to people or property.

- Alcohol and/or all other intoxicants are not allowed on center property. Workers under the influence of any intoxicant are not allowed on center property. Construction personnel found to be under the influence of any intoxicant will be removed from the site and will not be allowed to return.

- Welding and Cutting requiring torches can only be done with prior approval from the landlord's representative. All safety precautions including local and national fire codes must be adhered to.

- Violation of safety rules is grounds for eviction of the Contractor from the site.

Shopping Center Operations:

- The Vestar Management Office is open Monday to Friday from 8:00 am to 5:00 pm. On-site Security is provided 24/7. Please contact Security at: (714) 258-1414 for any emergencies.

- Parking for all construction vehicles must be coordinated prior to arriving at the center. Construction personnel will not be allowed to use customer parking spaces or other common areas including delivery areas for vehicle parking or work without prior authorization of the Property Manager.

- Work producing noise or fumes or other disturbances that could be experienced outside of the work site will not be allowed during the hours when the center is open for business. The center is generally open from 10:00 a.m. until 9:00 p.m. however; hours for specific stores vary and must be recognized when adhering to this rule.

- Work involving the use of areas outside the demised premises including but not limited to plazas, sidewalks, parking areas, drive aisles building exteriors, roof surfaces, must be scheduled around operating and delivery hours; coordination

with other tenants in addition to the property manager may be required. All work areas will be covered/barricaded whenever they are not being worked on in order to eliminate safety and property damage hazards to shopping center customers and employees.

- All vehicles and pedestrian access ways will be maintained in a safe manner. This will include but not be limited to the use of barricades, cones, caution tape, covered walkways and trench plates. Any redirection of customer and/or vehicles must be approved by the property manager.

- The tenant must re-key the premises prior to taking possession of the space or storing materials in the space.

Structural Modifications:

- All structural modifications will be approved and stamped by a licensed structural engineer, approved by all required governmental authorities and the landlord prior to commencing work. All structural documents will be submitted with the as-built drawings at the conclusion of the project.

- Concrete trenches and patches will be doweled into existing concrete with at least #4 rebar no less often than 24" OC.

- Saw cutting and core drilling can only be done with prior property management approval. All penetrations must be shown on approved drawings.

- The contractor is responsible for ensuring that any pre-stressed or post-tensioned concrete is not damaged. This responsibility includes but is not limited to obtaining and researching drawings, contracting with structural engineering personnel and utilizing x-ray equipment. The contractor will be responsible for all costs associated with the repair of any damage caused by their work.

Roof Work:

- Roof access must be approved by the property manager the prior business day. All parties requiring access to the roof must gain access through security.

- All roof penetrations and/or other work affecting the roof membrane or structure must be performed by landlord's roofing contractor and can only be done with prior approval of the property manager and their approved roofing contractor.

- Landlord's roofing contractor will approve all roofing and roofing related materials.

- All roof top equipment including but not limited to HVAC and exhaust fan units will utilize factory curbs and additional bracing as required by the project engineer and landlord's roofing contractor.

- Unapproved work and or damage are subject to correction by the landlord at contractor's expense.

- Contractor will be responsible for damage caused to the shopping center or other tenant spaces due to roof leaks. Contractor will take all reasonable efforts to maintain a watertight roof at all times during the construction process.

- All work must be done in compliance with any and all manufacturer's warranties and specifications. This applies to both the existing roof system and any newly applied items.

- Contractor's roof work may not affect the roof structure, membrane or drainage.

- All antennas and satellite dishes can only be installed with prior landlord approval. Installations must be specified and stamped by a licensed structural engineer and may not compromise any existing warranties, maintenance or drainage.

- Roof will be kept clean and free of debris during and after any and all work.

- Failure to comply may result in legal action from the landlord.

Fire Sprinklers:

- All work relating to the fire sprinkler/fire life safety systems/alarm monitoring systems can only be done by landlord's contractor. Any work requiring the draining and filling of sprinkler systems and/or the placing of a life safety system in test mode must be done with a minimum of 24-hour notice and between the hours of 8:00 am and 5:00 pm Monday through Friday.

- The contractor will work directly with the landlord and ensure that they are informed at all times with regard to the status of all fire life safety/fire sprinkler/alarm monitoring equipment. Contractor will notify security immediately when system is to be taken on or off test. Contractor will not leave the property until verification has been received from the monitoring company that all fire life safety/fire sprinkler/alarm monitoring systems are in full operational mode.

- Sprinkler heads are to remain operable and monitored during construction (except during actual fire sprinkler modification work). Extreme caution must be taken at all times to ensure that the system is not damaged and is left properly operating.

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.

- Contactor 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 contactor 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 Pacific Life Insurance Company, 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

List of Required Subcontractors:

Fire Protection Alarm To place on test call management office	JMG	(714) 545-8882
Fire Sprinkler	Orange County Fire Protection	Jered Stock (714) 974-9025
Trash	The O'Keefe Group	Scott Fitzgerald (800) 872-7488 (888) US- MALLS
Roofing	Nason Roofing, Inc.	Amy Stickland (657) 208-3205

Management Contacts:

Landlord	Vestar Property Management	Arian Maher (714) 259-9090
Maintenance (on-site)	Federal Building Services	Jose Lopez (714) 316-3588
Security (on-site)	Allied Universal Security	Dispatch (714) 258-1414

Utility Contacts:

Electrical	Southern California Edison	(800) 990-7788
Telephone	AT&T	(888) 299-0124
Water	Irvine Ranch Water District	(949) 453-5300

I have read and understand all of the rules and regulations set forth in this document and will comply with them.

Contractor:_____ Date:_____

General Contractor
And
Sub-contractor
List

Project:_____

COMPANY	REPRESENTATIVE	TRADE	E-MAIL	PHONE NUMBER