

CONTRACTOR RULES AND REGULATIONS

Tenant Name _____

Space # _____



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III. CONTRACTOR EXHIBITS

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INTRODUCTION

This package will be given to each Tenant general contractor prior to the start of any construction in the Tenant space. The entire package is to be read by said Tenant general contractor, each page initialed, and the final page completed in full, signed by the contractor and recorded with the Tenant Coordination Department, located at Landlord's office address, stating that the contractor has read and understood this package and will comply with the requirements as set forth on the following pages.

No later than three (3) business days prior to the intended commencement of construction, Tenant contractor will schedule a preconstruction meeting with the Tenant Coordinator, or Mall Operations Manager, as identified by the Mall Management Office, at which time all required paperwork, including contractor's security deposit and any fee payments, must be submitted.

Failure to abide by the terms and conditions of this Contractor Rules and Regulations package may, in addition to other remedies, subject the violating contractor to withdrawal of authorization to enter the Mall.

I. JOBSITE CHECK - IN**A. PRECONSTRUCTION REQUIREMENTS**

Prior to entering the project or commencement of construction, all Tenant contractors must schedule a Preconstruction Meeting with the Tenant Coordinator and/or Operations Manager and provide the following:

1. A full size set of Landlord-approved plans.
2. Evidence of Tenant's building permit and the building department approved set of plans.
3. A completed copy of the "Preconstruction Meeting Information Sheet," found on the last page of these Rules and Regulations, must be submitted to both Center Management and the Tenant Coordinator.
4. A certificate of insurance verifying minimum coverage as specified in Exhibit B. Prior to commencing construction, Tenant's contractor must have insurance approved by Macerich Tenant Coordination in the required coverage amounts and verbiage as specified in Exhibit B and Exhibit C of these Rules & Regulations. If a crane or helicopter will be used during construction, higher excess umbrella liability coverage amounts apply, and are detailed in Exhibit B. **No contractor will be permitted to start work until the required insurance certificate is on file with the Landlord.**
5. Progress schedule or bar chart showing the work schedule and anticipated completion of Tenant's work.
6. A 24-hour, emergency telephone number for the general contractor, project manager, site superintendent, and for all major subcontractors.
7. A complete list of subcontractors and suppliers, their associated trade, contact and phone numbers. The general contractor and all subcontractors must be bondable and meet all licensing and insurance requirements by the state and city where the work will occur. (See attached Exhibit A.)
8. Payment of all Landlord required fees (i.e. barricade, temporary power, dumpster, sprinkler shutdown, barricade signage, etc.) as outlined in the "Preconstruction Meeting Information Sheet."
9. A \$5,000 (five thousand dollar) deposit, in the form of a bank or certified check, (or as set forth in the Lease Document) will be required of the Tenant's general contractor at the time of jobsite check-in to ensure payment of any damages to facilities or Mall laborers required to repair damages. This deposit will be returned after completion of punch list items and close out documents have been received (less cost of damages and/or unpaid fines where applicable) within Landlord prescribed time frame.
10. Material Safety Data Sheets (MSDS) on all hazardous substances used by any contractor must be provided to Landlord 48 hours prior to the start of work involving the hazardous substance.
11. Landlord reserves the right to refuse the use of any substance Landlord believes may be hazardous when used in the Shopping Center.
12. Bond – Landlord reserves the right to require a performance bond prior to the commencement of construction. Tenant shall obtain or cause its contractor to obtain payment and performance bonds covering the faithful performance of the contract for the construction of Tenant's work and the payment of all obligations arising hereunder. Such bonds shall be for the mutual benefit of both Landlord and Tenant, and shall be issued jointly to Landlord and Tenant as obliges and beneficiaries. Prior to the date Tenant commences construction of Tenant's work, Tenant shall submit evidence satisfactory to Landlord that such bonds have been issued. All bonds must carry an insurance rating of no less than A- VIII. Check with Mall Operation's Manager for additional bond requirements.
13. Completed, initialed and signed copy of these Contractor Rules and Regulations.

B. JOB FAMILIARITY

Prior to commencement of construction, Tenant's contractor shall thoroughly review these Contractor Rules and Regulations, verify dimensions and utility locations and familiarize themselves with jobsite conditions.

C. APPROVED PLANS

Tenant's store shall be constructed in accordance with the approved plans, which have been approved by the Landlord's Tenant Coordinator. These plans shall comply with all city, county and state rules, ordinances and regulations relating thereto. If the store has not been constructed in accordance with said plans, the Tenant will not be permitted to open the store for business based on the obligations under the Tenant's Lease. A copy of Landlord-Approved Plans must be kept on the job site at all times during construction.

- * Refer to Notice of Contractor Violation sheet of this manual for fine amounts
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D. ASBESTOS REPORT

Prior to any work in the space, including demolition, Tenant must provide an environmental survey report in compliance with Macerich policy and local, state or federal regulations, indicating that there is no Asbestos Containing Materials in the space. If asbestos is present, then it must be abated properly and an environmental report must be issued stating the space is in compliance. NO WORK CAN BEGIN IN A SPACE WITHOUT AN ASBESTOS-FREE REPORT.

E. BUILDING PERMIT

Tenant shall apply for all permits, coordinate building department submittal and pay all associated fees. Tenant shall apply for, and obtain all approvals and permits from the local health department if required. Building permit shall be posted in Tenant space before any work starts (i.e., demolition, rough framing, rough plumbing or electrical). A copy of the permit must be on file with the Center Management Office prior to the start of construction and a copy must be placed in clear sight within the job space.

F. CODE COMPLIANCE AND INSPECTIONS

Tenant's contractor is responsible for scheduling inspections by the building department and other inspectors as necessary and to comply with their requirements, all codes and regulations. A copy of all inspection reports and the Certificate of Occupancy, or equivalent, must be submitted to Landlord upon completion of the work. In the event Tenant's contractor is notified of any violations of codes by the jurisdictional authorities or by Landlord, Tenant's contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respects with applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes.

G. SECURITY

Tenant shall ensure the security of Tenant's premises by whatever measures Tenant deems necessary including the re-keying of all locksets.

H. SIGN POSTING

Tenant's contractor or subcontractors will not be allowed to post any signage containing the name or advertising of their firm to any part of the barricade, Shopping Center or premises at any time. Landlord reserves the right to post a Notice of Non-Responsibility on any entry into space as required by Tenant's Lease. Landlord may also post "Coming Soon" signs on the front of the Tenant barricade.

I. TOOL LOAN

Contractor and subcontractors must always use their own tools and equipment. At no time will the Landlord rent or loan tools or equipment to contractor or subcontractor. If Landlord's tools or equipment (i.e., Gray Whales, trash bins, trash can, flat carts or ladders) are found in the possession of contractor or subcontractor, a fine will be imposed.*

J. PUBLIC RESTROOMS

Contractor and subcontractors are not to use public restrooms to clean their tools. Violators will be subject to a fine.*

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II. CONSTRUCTION RULES**A. QUALITY OF WORKMANSHIP**

Tenant's work shall be performed in a thorough, first class and workmanlike manner and shall be in good and usable condition at the date of completion thereof. If in the Landlord's judgment, the Tenant's work is not completed in a first class workmanlike manner or in compliance with approved plans, the Tenant will not be allowed to open until said discrepancies are corrected.

B. WORK COORDINATION

1. Any mechanical, electrical, or plumbing item which needs to be routed through another Tenant's space must be coordinated with the Center Management Office and the Tenant whose space the items will pass through, all at Tenant's contractor's sole risk and expense and during hours and times that are commercially reasonable for the other Tenant.
2. No contractor or subcontractor participating in Tenant's work will at any time damage, injure, interfere with or delay any other construction within the Mall.
3. All required Tenant's work on fire sprinkler, roof, and electrical within mall's service entrance section (SES), must be performed by the Landlord approved contractor, if applicable. The names and contact information for each are available in the Mall Management Office.
4. All work by the Landlord's approved fire sprinkler, roofing and electrical contractor can be scheduled through their respective representative, by the Tenant's general contractor.
5. All prior Tenant improvements serving the demised premises and not being reused must be fully removed during demolition. Removals shall include, but not be limited to: piping, conduit, metal studs, hanging wire, rooftop equipment, curbs, flooring and previously abandoned equipment. All surfaces affected shall be restored to their original condition. Do not abandon prior Tenant improvements in place. Schedule and coordinate with mall representative and/or Tenant(s) as appropriate.

C. SUPERVISION

Tenant's contractor shall provide a full time supervisor or representative on site at all times (for answering questions, meeting with City Officials, the Mall Management Team, etc.) whenever construction is being performed in Tenant's space. A fine will be imposed for either of the following occurrences:

1. Supervisor not present during duration of construction.*
2. Site supervisor is changed without Landlord pre-approval prior to final checklist.*

D. WORK HOURS

1. Please verify at preconstruction meeting for the specific hours for this Center.
2. All work which may produce fumes or noxious odors of any kind is REQUIRED to be performed after the Center closes for business. There are no exceptions! Proper ventilation is to be provided by the general contractor, and must be pre-approved by Landlord.
3. For after-hours work and access to the premises, an after-hours permit is required. Please obtain permit and coordinate access through the Mall Management Office prior to any work being performed.
4. Routine inspections will be performed by Landlord's representative, Tenant Coordinator, Operation's Manager or Mall Security personnel with regards to accurate performance of contractor's work, general safety requirements, and to ensure adherence to these Contractor Rules and Regulations.

E. WORK AREAS

1. Tenant's contractor shall contain all operations within the premises of their space and such other space as Landlord may specifically permit. Common areas, public corridors, service corridors and exterior of Landlord's building must be kept clear of Tenant's equipment, merchandise, fixtures and trash at all times.
2. All precautions must be taken to insure that dust and fumes from demolition and construction remain within the barricade and shall not accumulate into the common area. If the Center Manager or Operations Manager deems dust accumulation excessive, it is the contractor's responsibility to pay for the cleanup, or provide the services to clean up the area, as soon as reasonably possible. A fine may also be imposed.*

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F. DAMAGE REPAIR

Tenant's contractor shall be responsible for the repair and/or replacement of any damages caused by Tenant's contractor or his subcontractor to the Center or surrounding Tenants. All damage must be repaired within a twenty-four (24) hour time period, or the Landlord will complete all necessary repairs at the sole cost and expense of the Tenant's contractor, plus a twenty-five percent (25%) surcharge.

G. CONSTRUCTION NOISE

Any work including, but not limited to, saw cutting, boring or drilling that creates excessive noise levels or vibration, shall be performed during non-Mall hours. This is to ensure that neighboring Tenants and passing customers are not disturbed. A fine will be imposed for each violation.*

H. CONSTRUCTION BARRICADE

1. Construction barricades and graphics shall be provided and installed by the Landlord or Landlord approved barricade/graphics contractor at Tenant's expense. If LL has a modular recyclable barricade program in place, tenant will be required to use the approved barricade/graphics vendor (unless otherwise specified by Landlord or the Tenant's Lease document). In any case barricade must be a prefabricated modular type system with the following requirement:
 - 100% recyclable
 - Face to be a minimum of 1/4" MDF with 6 mil factory applied vinyl surface. Minimum class C certification for flame spread.
 - Minimum 1/2" sound installation.
 - Wall system is to be constructed of fully welded extruded aluminum frame material.
 - Over the top dust cover.
 - All seams must be flush.
 - In no event will metal studs/drywall be allowed.
 - Must meet the certification of ASTM - E 84 Class A/1 standard regarding flame spread and smoke development.
2. Barricade will be built from zero to five feet from the lease line. All required existing aisle widths must be maintained to meet local fire and safety codes.
3. If there is any damage or destruction to the barricade, a fine will be imposed, plus all the cost of removing, repairing, or replacing any damaged sections of the barricade, including graphics.*
4. Barricade fees are collected during the preconstruction meeting and shall be applied at the rate noted on the Preconstruction Meeting Information Sheet.** If a barricade is already in place, the Tenant's general contractor will be charged for the existing barricade at the same rate.
5. Graphics: Tenant is required to install graphics using Landlord approved barricade/graphics contractor.
 - If Tenant chooses to use other graphic contractor. Graphic must be installed using only product specified by barricade provider. In addition Tenant will be required to pay a graphic removal fee of \$1.50/sf.
6. Flooring: Tenant's contractor shall provide adequate protection to that portion of the mall flooring enclosed by the barricade to prevent damage to the floor during construction. Any chips, holes or scratches in the Mall flooring from demolition of the old storefront or construction that remains exposed after new construction is the responsibility of the contractor to repair. Any damage to said floor including, but not limited to, staining by liquid or foodstuff, shall be repaired or replaced by Landlord at expense of the Tenant's contractor.
7. Carpeting must be put down behind the barricade and shaken out daily to protect the Mall floor. No foot traffic will be permitted through the barricade during Mall hours. Use the back door at all times where applicable.
8. If the Tenant needs to modify or relocate an existing Landlord installed barricade, it will be done at the sole cost and expense of the Tenant's contractor with the work being performed exclusively by the Landlord's contractor. The Tenant and/or its contractor shall have no claim to the Landlord for any modification or relocation of the barricade.
9. All finished Mall areas including, but not limited to, soffits, neutral piers, flooring and bulkhead are to be returned to their original condition when construction is complete and barricade removed. The surfaces where the barricade had been fastened to the Mall bulkhead must be repaired and painted to match existing Mall color. Matching paint color specifications are obtained from Mall Operation's Manager.

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I. PRELIMINARY CONSTRUCTION POWER USAGE

Preliminary electrical facilities for construction power may be available from Landlord. Tenant's general contractor must provide temporary facilities from Tenant's panel and make application for electrical service to the serving utility company, if applicable. This should be the first item accomplished for construction power purposes. When preliminary electrical service is provided, a charge based off of gross leasable area of the demised premises, shall be paid by Tenant's general contractor to Landlord at preconstruction meeting.**

J. DELIVERIES

1. All deliveries are to be made during off Mall hours. Any other delivery time must be pre-approved by Mall Manager or Operations Manager. A fine will be imposed for each violation.*
2. Deliveries must be made through rear doors at all times. Exceptions are 4' x 12' drywall, long metal or wood pieces that cannot be moved through service corridors, or spaces without rear doors. These items must be delivered before 9:30 a.m. Contractor is responsible for cleaning up any tracked dust or debris on Mall floors after delivery is completed. A fine will be imposed each violation.*
3. Under no circumstances whatsoever are the Mall entry doors to be used for movement of construction material or equipment.
4. Loading bays and truck courts are to be used for loading and unloading only. Any vehicle left unattended will be towed away at Owner's expense. A fine will be imposed for each violation.* Contractor personnel are to park only in areas designated by the Operations Manager or Center Manager. A fine will be imposed for each violation.*
5. At no time will hard cast steel wheels be allowed to cross mall flooring. A fine will be imposed for each violation.*

K. TRASH REMOVAL

1. The trash from any remodel or build-out is the responsibility of the general contractor. Some properties may have a designated trash removal service that the general contractor will be required to use. Dumpster fees and/or parking lot dumpster rental fee will be established and charged at the preconstruction meeting. Tenant's general contractor must notify Mall Operations Manager at least 24 hours prior to dumpster placement and dumpster pulls. Mall Operations Manager will establish the location of dumpster placement in the parking lot. All dumpster fees are to be paid at the time of order. No exceptions!
2. Any contractor using the Mall's refuse containers without authorization or leaving debris or material in common areas will be charged a fine for an additional dumping fee, and if damage occurs due to contractor's use, contractor will be held obligated for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.*
3. All disposal of hazardous waste shall be in accordance with all local, state and federal regulations. Any contractor using the Malls refuse containers for the disposal of hazardous waste will be charged a fine.* Contractor will be held obligated for all cleanups as the result of that dumping, plus a twenty-five percent (25%) surcharge.
4. Tenant's contractor is responsible for damage to parking surfaces caused by Tenant's roll-off trash container or storage box containers. Tenant's contractor to ensure existing parking surfaces are adequately protected.

L. SAFETY

1. Tenant's general contractor shall comply with all applicable safety regulations. Tenant's contractor shall take all necessary precautions to safeguard all contractor personnel and the public from accident, and to preserve all private and public property. Landlord reserves the right to stop all work until such conditions or practices are resolved.
2. Contractors or subcontractors are prohibited from consuming or being under the influence of alcohol or any intoxicant while on Mall property (including Tenant's premises, eating areas, or vehicles parked on Mall property). Smoking is not permitted in the Center. A fine will be imposed for each violation.*
3. Routine inspections will be performed by the Landlord's representative, Operations Manager or Mall Security personnel with regards to accurate performance of contractor's work, general safety requirements, and to ensure adherence to the Contractor Rules and Regulations.
4. At Landlord's request, contractor must provide additional ventilation when necessary.
5. Miscellaneous safety rules:
 - Fire extinguisher: Minimum 20 lb. ABC fire extinguisher to be located on site.*
 - Hard hats, eye and foot protection shall be worn on site at all times. No metal hats or bump caps permitted.*
 - Signage: Post safety or hazard signage per OSHA regulations (bilingual if necessary).*

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- Electric cords: Tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI).*
 - Housekeeping: Deposit all trash and debris in dumpster daily. Work, storage and break areas to be broom cleaned daily.*
 - Work clothing: Minimum sleeve length at four (4.0) inches over shoulders. **No tank top, net shirts, shorts, cut-offs, etc.***
6. Violation of any of these work safety rules will result in a fine FOR EACH VIOLATION, and will be subject to all personal and/or property damage claims.*

M. HAZARDOUS MATERIALS

1. Contractor MUST provide MSDS forms for any chemical or items noted below forty-eight (48) hours prior to use of these materials for Landlord's review and approval. (Contractor shall additionally notify Mall Management office 24-hours in advance of the use of any of these items), (a) toxic chemicals; (b) epoxies, glues; (c) vinyl or sheet flooring; vinyl based materials; flooring, mirror and roof mastic (provide MSDS and proof that it does not contain asbestos); (d) paint, lacquer, urethanes, etc., and (e) any materials requiring special ventilation will be used one (1) hour after the closing of the Mall and/or completed 1 1/2 hours prior to Mall opening. This will insure that all odors will be dissipated to a level satisfactory with Center Management.
2. Absolutely no asbestos-containing materials, including but not limited to, floor tile, floor mastic or roofing mastic are allowed within the premises. While some of these materials are still used and can be purchased through normal distribution channels such as hardware stores, they are strictly prohibited by the Landlord. If it is discovered that the contractor installed asbestos or other hazardous materials, the contractor will be held responsible for all costs associated with its removal and disposal.

N. HOT WORK

1. Whenever any hot works is performed within the premises, a fire watch will be in effect during and up to one hour after the completion of said work. A fire extinguisher must be on site. The provisions outlined in the hot works policy shall be adhered to at all times. Contact the Center Management Office for special requirements and a permit prior to commencing any hot works.
2. Under no circumstances whatsoever will any hot works be permitted during a sprinkler shut down.
3. All hot works must be pre-approved by the Center Manager or Operations Manager.

O. SLAB PENETRATION / STRUCTURAL SUPPORT

1. No penetrations or saw cutting may be made through suspended slab - if applicable - without management approval and notification of date and time. X-rays of the area of the proposed floor opening must be taken before Center Management approval. A qualified X-ray contractor hired at general contractor's expense shall perform all X-rays.
2. Center Management Office approval shall not relieve contractor from responsibility for damage to Macerich property and/or any Tenant's property due to penetration or saw cutting of the floor slab. Contractor shall coordinate with the Center Management Office when any core boring or saw cutting of the floor slab is attempted, and provide a watchman in that specific area below the Tenant space, where core boring will occur for the duration of such work.
3. Landlord does not accept responsibility for water vapor emissions through the slab that may exceed flooring manufacturer's recommendations or which may occur as a result of saw cutting of its slab by Tenant or its contractor(s). Should Tenant choose to saw cut the concrete slab for placement of conduits, plumbing piping or other under slab items, then Tenant or Tenant's contractor must repair the crushed rock, vapor retarded and slab in accordance with Landlord's specifications.
4. All penetrations are to be properly sealed with expanding foam, filled with concrete fill, and fire stopped, or as applicable per building code(s).
5. Nothing is permitted to be attached to, or suspended from, or penetrate the roof deck above. Tenant's contractor is required to frame, brace and/or suspend, as needed to/from the top chord of joists or structural steel which exist above Tenant space.

P. ELECTRICAL

1. For all work in Landlord's switchgear (SES), Tenant's general contractor must contract with a Landlord-approved electrical contractor, at Tenant's sole cost and expense. All work shall be performed during off-hours, and no one will be permitted to work on switchgear while energized.
2. All electrical contractors must go through Center Management Office and/or the Operations Manager for access into

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electrical rooms and will be responsible for replacing all panel covers after use.

3. Electrical contractor shall submit to the Landlord a schedule of work affecting the Mall's meter switchboard. The schedule shall identify the estimated time of work, power outages (if any), and the description of the work to be done.
4. Upon approval of the above schedule by the Landlord, the electrical contractor may proceed with their work. Any variations in the schedule must be approved by the Landlord.
5. Any outages will be coordinated with the Mall Manager, local utility company, and all affected Tenants from the particular meter switchboard. The electrical contractor will be responsible for Tenant coordination, safety during the performance of work, and the avoidance of any unscheduled shutdowns of Mall power.
6. At no time shall the meter switchboard be left unattended or the covers on the switchboard be left off while work is being performed. It is the responsibility of the electrical contractor to maintain the area while working and maintain safety standards for all individuals. Compliance with OSHA's Lockout Standard is mandatory.
7. Upon completion, the meter switchboard shall be clear of all debris. All covers and associated hardware shall be replaced in their original location or position.
8. All conductors are to be copper installed in conduit.
9. Keep all piping as close to walls and as high to underside of roof framing as possible.

Q. ROOF ACCESS AND ROOF-RELATED IMPROVEMENTS

1. Access to the Mall's roof is restricted to Landlord's personnel and Landlord's designated contractors only. No Tenant contractor or subcontractor will be permitted on the roof unless arranged with the Landlord and supervised by Mall personnel. Tenant contractor accessing the roof must check in and out with Mall Office or a fine will be imposed.*
2. Contact Landlord's approved contractor for any and all roof work within the Center. (Mall Management Office to provide required roofing contractor information.) All work shall be at the Tenant's sole cost and expense.
3. Roof area must be kept clean of all debris. All excess materials, flashing, sheet metal screws, etc., must be removed. A fine will be imposed for any debris that has to be removed by the Center Management Office, plus a twenty-five percent (25%) surcharge.* All roof penetrations MUST be coordinated with the Operations Manager 48 hours prior to work commencing.
4. There shall be no penetrations of the roof without prior written approval of both the Tenant Coordinator and the Center Management Office. Any and all roof penetrations required by Tenant shall be at Tenant's expense, and will be performed by Landlord's approved roofing contractor.
5. Prior to installation of new mechanical equipment, Tenant shall have submitted for Landlord's approval, heating, ventilation, air conditioning design information, cooling and heating loads, and equipment data. All changes, additions, or replacements of mechanical equipment shall be approved by the Landlord prior to installation. Such changes, additions, or replacements of mechanical equipment shall be subject to Landlord's mechanical contractor's final inspection and approval.
6. All application of roof materials for equipment mounting platforms, curbs and pipe penetrations will be performed by Landlord's roofing contractor, at Tenant's expense, as per local code and Landlord requirements. The following criteria for roof related work applies:
 - All equipment platforms, curbs, single and multiple pipe penetrations will conform to Landlord's technical criteria. No sleepers are allowed. This includes wood, metal, exposed and enclosed types. All platforms, curbs and multiple pipe penetrations will be a minimum height of eight (8) inches.
 - The installation of antennas or satellite dishes is not permitted without prior written approval from the Landlord.
 - All single and multiple pipe enclosure piping penetrations for rooftop equipment will be located a minimum of fourteen (14) inches and a maximum of twenty-four (24) inches away from the equipment it is serving.
 - Electrical conduit will penetrate through roof no further than twenty-four (24) inches from the rooftop unit.
 - All HVAC condensation drain lines will be piped back into the Tenant's space. All piping will be copper, Type "M". (Check with Operations Manager as to Landlord's requirement.)
7. At no time may heavy equipment be moved along the roof.
8. Ladders will not be permitted on the side of the building for roof access.
9. Under no circumstance will any air or crane lifts of HVAC equipment be allowed without prior written approval. A one (1) week notice is required. Air or crane contractor must provide the appropriate insurance requirements as outlined in Exhibits B and C of these Contractor Rules and Regulations, and be in

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compliance with all applicable laws regulating said operations.

10. **Any unapproved work will be subject to corrective action by the Landlord at the expense of the Tenant, general contractor and/or subcontractor.**
11. All roof top units are to be clearly stenciled with the Tenant's name and space number.
12. Any damage to the roof inflicted by Tenant's general contractor and/or his subcontractors will be corrected at the expense of the responsible party.
13. All roof-related improvements must be installed with flashing applied in a manner acceptable to the manufacturer, by a manufacturer approved roofing contractor. **(Check with Mall Management Office for required roofing contractor information)**. Contractor charges are at the Tenant's expense.
14. No improvements should be installed during inclement weather. Tie-in of flashing materials to moist or dusty surfaces should not be attempted. Existing materials, as well as all metal or concrete surfaces, should be cleaned prior to application of new materials.
15. The improvements should in no way diminish or interfere with the structural integrity of the building, roof structure, or with roof drainage.
16. No improvements should be installed in any roof waterway or area of the roof which ponds water.
17. All electrical conduit, metal pipe, or plastic piping should be restrained to appropriately sized and approved roof supports set into roofing cement. Attachment to blocking should allow for movement due to thermal expansion and contraction.
18. Provide new prefabricated lead or metal pipe sleeve flashing to seal any new pipe penetrations through the roof. Flashing flanges should be sealed in a manner acceptable to the roofing manufacturer.
19. At areas where electrical conduits or other roof penetrations are removed, the roof deck must be repaired to its original condition or better, and be free from open penetrations.

R. FIRE PROTECTION

1. All fire sprinkler work within Tenant's space must be performed by a Landlord-approved fire sprinkler contractor. All work shall be the Tenant's sole cost and expense.
2. In the event of a broken sprinkler head or line, please notify Center Management immediately.
3. At no time will the sprinkler system be shut down without first notifying the Center Management Office. Any work requiring draining the fire sprinkler system must be performed Monday through Friday before Center opens. Contact Center's security prior to ANY work on the fire sprinkler system. A minimum twenty-four (24) hours notice of intent must be given to Landlord prior to performing the above mentioned work. Refer to Mall Specific Rules and Regulations addendum for notice of intent requirements. Drainage required by Tenant will be performed by the Landlord's contractor, upon receipt of sprinkler shut down fee payment by general contractor. It is assumed that the general contractor will require a minimum of two (2) sprinkler shut downs for the build-out. Such fees will be collected during the preconstruction meeting. Fees for additional sprinkler shut downs must be paid prior to the work being performed.*
4. Sprinkler heads and all fire protection components are to remain operable during construction, including smoke detectors (except during system modification downtime). Extreme caution and awareness must be utilized at all times. Caution should be used when working near pressurized lines or heads.
5. Any fire protection system impairment, including the temporary covering of smoke detectors, requires the formal notification of the property's alarm monitoring company.
6. Any sprinkler impairment, whether planned or unplanned, which exceeds or is likely to exceed eight (8) hours must be reported to Center Management, the alarm monitoring company, the local fire department and Allianz immediately.

S. SMOKE, CO, CO2 DETECTORS/TESTING

1. It is the sole responsibility of the Tenant and its contractor to provide a smoke detector system within each space - as may be required by applicable code(s). At no time will Tenant's contractor be allowed to tamper with or disconnect any part of the Mall's smoke detectors. Interference with Mall life safety system will automatically make you or your company responsible for any damage that might occur to Mall equipment. All connections required by Tenant of Tenant's life safety system to mall life safety system must be performed by Mall life safety contractor at Tenant's expense.
2. SMOKE EVACUATION / ALARM TESTING FEE: A smoke evacuation / fire alarm test is required on the Tenant's installed system, if applicable codes apply. The fee for each test charged to the Tenant's general contractor is referred on the Preconstruction Meeting Information sheet of this manual. These tests are to be performed prior to the Mall's operating hours and will be conducted with the local fire marshal support staff.
3. If additional Mall staff is required to be on site during a preliminary test that does not involve the fire department, the Tenant's general contractor will be charged for each test.**

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts
 ** Refer to Preconstruction Meeting Information Sheet of this manual for fee amounts.

4. Indoor tenants which will be using any type of liquid or solid fuel for heating, cooking or other use, must have an active carbon monoxide detector installed. The type should be an Hardwire Interconnectable 120-Volt Carbon Monoxide Alarm with Digital Display and Battery Backup.
5. Carbon dioxide detection is required if tenant has a carbon dioxide systems with 100 lbs. or more of carbon dioxide used in their beverage dispensing applications.

T. LANDLORD'S PUNCLIST

1. *Physical Requirements:* Upon completion of the Tenant's work, the Tenant or his contractor shall notify the Landlord's Tenant Coordinator and Center Management Office of the same. Within ten (10) days of such notification, the Tenant Coordinator or Operations Manager shall inspect the premises and prepare a punchlist of defective items, if any. Such punchlist shall be passed to the Tenant's contractor. All physical punch items shall then be repaired within the next fifteen (15) days.
2. *Paperwork Requirements:* Upon application to Landlord's Tenant Coordinator by the Tenant's contractor for the refund of the contractor's security deposit (if any), such deposit shall be returned within forty-five (45) days together with a statement of deduction, provided that:
 - a. All construction is complete including all Landlord punchlist items.
 - b. A complete closeout/compliance package has been submitted to Landlord.
 - c. All rubbish, debris, packing, storage vessels, transportation items, tools, vehicles, containers and the like whether owned, leased, hired or off-hired by the Tenant or his contractor are removed from the premises and the Mall in general.

U. COMPLIANCE / CLOSEOUT PAPERWORK

General Contractor shall deliver the following to Landlord within forty-five (45) days of completion of Tenant's work or Tenant's opening for business, whichever first occurs:

1. NOTICE OF COMPLETION - For states which provide for the filing of such in connection with the mechanic's lien statutes, general contractor shall obtain, record in the County Recorder's Office, and post on the premises a recorded Notice of Completion, if required or permitted by law, within three (3) days following substantial completion of Tenant's work and forward to Landlord a conformed copy of the recorded Notice of Completion within three (3) days thereafter.
2. CERTIFICATE OF OCCUPANCY – A copy Certificate of Occupancy or the equivalent for the jurisdiction in which the Center is located, if applicable in connection with the scope of Tenant's Work in Landlord's reasonable discretion, proof of passing all final inspections and/or copy of all building permits with sign-offs executed by appropriate governmental agencies.
3. LIEN WAIVERS – Copies of all final unconditional lien releases from all contractors, subcontractors and materials and service suppliers, on account of Tenant's work, shall be submitted in a Landlord approved form, notarized and executed by an officer of the company.
4. GENERAL CONTRACTOR AFFIDAVIT – Separate affidavit from Tenant's contractor that no liens exist as a result of Tenant's work.
5. AIA DOCUMENT REQUIREMENTS –
 - (1) For Tenant's work with an aggregate cost in excess of \$1,000,000.00, Tenant shall obtain and deliver to Landlord AIA Document G702, completed, executed and certified by Tenant's architect that the premises were constructed in accordance with the approved plans, together with AIA Document G703, completed and to which shall be affixed Tenant's contractor's signed certification, within thirty (30) days after substantial completion of Tenant's work.
 - (2) For Tenant's work with an aggregate cost of \$100,000.00 to \$1,000,000.00, Tenant shall obtain and deliver to Landlord AIA Document G702, together with AIA Document G703, completed and to which shall be affixed Tenant's contractor's signed certification, within thirty (30) days after substantial completion of Tenant's work.
 - (3) For Tenant's work with an aggregate cost less than \$100,000.00, Tenant shall obtain and deliver to Landlord a copy of the contract between Tenant and Tenant's contractor showing Tenant's contractor's final billing within thirty (30) days after substantial completion of Tenant's work.
6. CERTIFIED AIR BALANCE REPORT – A report that gives a complete total of CFM output for the space by a recognized national air balancing contractor such as AABC / NEBB. Air balance report must be issued by a company different than the contractor that installed and/or performed maintenance on the HVAC unit.
7. LANDLORD'S PUNCLIST - Evidence of Landlord's acknowledgement that all construction is completed, including Landlord punchlist items.
8. PAYMENTS – All fines (damages, violations, etc.) and fees (electrical, dumpster, barricade, sprinkler shutdowns, fire alarm, etc.) relating to construction.

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts
 ** Refer to Preconstruction Meeting Information Sheet of this manual for fee amounts.

V. CONTRACTOR EXHIBITS

The attached Exhibits are for your review and use.

EXHIBIT A – SUB-CONTRACTOR LIST

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – ADDITIONAL INSURED VERBIAGE

NOTICE OF CONTRACTOR VIOLATION

PRECONSTRUCTION MEETING INFORMATION SHEET

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts
** Refer to Preconstruction Meeting Information Sheet of this manual for fee amounts.

III. CONTRACTOR EXHIBITS

EXHIBIT A

SUB-CONTRACTOR LIST

TENANT NAME: _____

SPACE NUMBER: _____

GC COMPANY NAME: _____

| TRADE: | CONTRACTOR: | PHONE: | EMAIL: |
|-----------------------|-------------|--------|--------|
| DEMO: | | | |
| FRAMING DRYWALL: | | | |
| ELECTRIC: | | | |
| HVAC: | | | |
| PLUMBING: | | | |
| SPRINKLER: | | | |
| CEILING GRID: | | | |
| PAINTING: | | | |
| CARPET: | | | |
| CERAMIC, VCT: | | | |
| FIXTURING, CARPENTRY: | | | |
| GLASS, MIRRORS: | | | |
| SIGN: | | | |
| CLEANING: | | | |
| DUMPSTER: | | | |
| FIRE ALARM: | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT B**Insurance Requirements**

Mall-specific sample insurance forms can be requested from the Tenant Coordination Administrative Assistant for reference purposes only. There are separate sample certificates for general contractor insurance, crane lift insurance and helicopter insurance. Below is information pertaining to all insurance policies and information that is specific to the job type (general contractor, crane or helicopter).

All insurance policies must:

- be issued by insurance companies qualified to do business in the state where the center is located
- have a current rating of not less than A-VII in the most recent Best's Key Rating Guide
- reference the tenant name and center name
- have the correct property-specific additional insured verbiage, listed on page 16 of these Contractor Rules and Regulations
- name Macerich as the certificate holder, corporate office address, Attn: Tenant Coordination

Required Limits and Conditions:

- General Liability
 - Per occurrence: \$1,000,000
 - Aggregate per project: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Products – Comp/Op Aggregate: \$2,000,000
 - The proper Macerich additional insureds must be named, included for products/completed ops
- Automobile
 - Combined Single Limit, any auto: \$1,000,000
 - The proper Macerich additional insureds must be named
- Excess Liability: *See appropriate limits per scope of work (below)*
 - All Excess Policies must be follow-formed, including the additional insureds
- Workers Compensation Limits
 - WC Statutory Limits required
 - Employer's Liability, each accident: \$1,000,000
 - Employer's Liability Disease, each employee: \$1,000,000
 - Employer's Liability Disease, policy limit: \$1,000,000

Excess Liability Limits based on scope of work:

- **Typical Tenant Construction**
 - Each Occurrence: \$5,000,000
 - Aggregate: \$5,000,000

- **Crane Lift**

A crane lift request form must be submitted along with the crane insurance

- Each Occurrence: \$10,000,000
- Aggregate: \$10,000,000

- **Helicopter**

- Each Occurrence: \$15,000,000
- Aggregate: \$15,000,000

EXHIBIT C

**Additional Insured Wording
Fashion Outlets of Chicago**

- Fashion Outlets of Chicago LLC,
- The Macerich Partnership, L.P.,
- The Macerich Company,
- Macerich Management Company

and all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entities, joint ventures, lenders, ground lessors, LLC's, partnerships and all their constituent partners and members are added as additional insureds.

**Additional Insured Wording
9708-9710 Foster Ave., Chicago, IL**

- FOC Adjacent LLC,
- The Macerich Partnership, L.P.,
- The Macerich Company,

and all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entities, joint ventures, lenders, ground lessors, LLC's, partnerships and all their constituent partners and members.

NOTICE OF CONTRACTOR VIOLATION

Tenant Name: _____

Date: _____

Person's name and Company: _____

___ WARNING
 ___ VIOLATION

Space Number: _____

Person Issuing Fine: _____

Contractor may be issued a "Notice of Contractor Violation" from Landlord's representative. The violations are detailed below, but are not limited to those noted. Upon issuance of a violation, the contractor is required to submit fine payment to Landlord. Contractor's security deposit may be partially or fully retained, at Landlord's sole option, if any violations have been issued and the corresponding fine has not been received by the Landlord.

OTHER - Describe in detail

CONSTRUCTION NOISE

- Any work involving saw cutting, boring or drilling that creates excessive noise shall be performed during non-Mall hours. This is to ensure that neighboring Tenants and passing customers are not disturbed. - \$250.00 fine for each violation.

TRASH REMOVAL

- Any contractor using the Mall's non-approved trash bins will be charged a \$400.00 fine, plus additional dumping fee(s), and if damage occurs due to contractor's use, contractor will be held obligated for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.
- All disposal of hazardous waste shall be in accordance with local, state and federal regulations. Any contractor using the Mall's trash bins for the disposal of hazardous waste will be charged a fine of \$500.00. Contractor will be held obligated for all clean-up as the result of that dumping, plus a twenty-five percent (25%) surcharge.

SAFETY ITEMS

- Violation of Macerich Hot Works permit policy or fire system impairment procedures - \$250.00 fine.
- Fire extinguisher; minimum 20lb. ABC fire extinguisher to be located on site. - \$250.00 fine.
- Hard hats, eye, foot and proper work clothing shall be worn on site at all times. No metal hats or bump caps permitted. - \$250.00 fine.
- Signage; post safety or hazard signage per OSHA regulations (bilingual if necessary) - \$250.00 fine.
- Radios; no portable radios, boom boxes or headsets at any time. - \$250 fine.
- Housekeeping; deposit all trash and debris in dumpster daily. Work, storage and break areas to be broom cleaned daily. - \$250.00 fine.
- No supervisor on site - \$500.00 for each violation.
- Electric cords: Tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI). - \$250.00 fine.
- Work Clothing: Minimum sleeve length at four (4.0) inches over shoulders. No tank top, net shirts, shorts, cut-offs, etc. - \$250.00 fine.
- All sprinkler shutdowns must be coordinated through the Mall Operations Manager. Drainage will be performed by the Landlord's sprinkler contractor at the Tenant's expense at the rate noted on the Pre-construction Meeting Information Sheet. Shut-down guidelines may vary from center to center. Refer to Mall Specific Rules & Regulations Addendum page.
- If additional Mall staff is required to be on site during a preliminary test that does not involve the Fire Department, the Tenant's general contractor will be charged \$100.00 for each test.
- Failure to complete all or any of the defects to the reasonable satisfaction of the Landlord's Management Office or Landlord's Tenant Coordinator within the prescribed time period, shall result in the deduction of \$200.00 per day from the contractor's security deposit. There are no exceptions!

BASIC FINES

- Damage to base building - \$500.00 fine plus repairs by Landlord.
- Unattended vehicle in the loading area - \$125.00 fine.
- Debris, material or equipment in common areas or in corridors - \$250.00 fine.
- Failure to keep to prescribed route - \$150.00 fine.
- Cleaning tools in public restrooms - \$200.00 fine.
- Smoking, eating or drinking alcohol on site, or inside Mall - \$250.00 fine. (NO WARNINGS)
- Unauthorized use of Mall power or equipment - \$200.00 fine.
- Littering on site - \$100.00 fine.
- Unauthorized roof access - \$250.00 fine.
- Debris on roof - \$500.00 fine, plus a twenty-five percent (25%) surcharge.
- Any contractor or subcontractor who tracks dirt or dust through the common area will be subject to a cleaning fine of \$150.00 (and up).
- Any contractor or subcontractor not parking in the designated area - \$200.00 fine.
- Damage or destruction to the construction barricade - \$500.00/panel and \$500/trip charge plus all repair, replacement, removal, paint and graphics costs.

DELIVERIES

- Deliveries are to be made during off mall hours. Any other delivery time must be pre-approved by Tenant Coordinator, Center Manager or Operations Manager. - \$100.00 fine.
- Deliveries will be made through rear doors at all times. Exceptions are 4'x12' drywall, long metal/wood that can't be moved through service corridors. These items must be delivered before 9:30 a.m. Contractor is responsible for cleaning up any tracked dust or debris on Mall floors after delivery is completed. - \$250.00 fine.
- Under no circumstances are the Mall entry doors to be used for movement of construction material or equipment. - \$250.00 fine.
- At no time will hard cast steel wheels be allowed to cross mall flooring. - \$250.00 fine.

SUPERVISION

- \$1000 charge for change of Superintendent

FILE:

Corporate Office, Mall Office, Violator, General Contractor, Tenant

PRECONSTRUCTION MEETING INFORMATION SHEET

Tenant dba: _____ Space #: _____ S.F.: _____ DOP: _____

PLEASE PRINT

| General Contractor Information | Fashion Outlets - Chicago |
|--------------------------------|---------------------------|
| Company Name _____ | Project Manager _____ |
| Address _____ | Office # _____ |
| Address 2 _____ | 24-hour #/ Cell _____ |
| City, State, Zip _____ | Email _____ |
| Office # _____ | |
| Fax # _____ | |
| Site Superintendent _____ | Closeout Contact _____ |
| Jobsite Phone # _____ | Address _____ |
| 24 Hour #/Cell _____ | City, State, Zip _____ |
| Email _____ | Office # _____ |
| | Email _____ |

| Fees- All checks MUST be made payable to: Fashion Outlets of Chicago LLC | | | | Pre-con Checklist | | |
|--|---------|---------|--|---|----------|-------|
| Amount | Check # | Paid by | Fee Description | Document | Received | Doc # |
| | | GC | Contractors Security Deposit (\$5,000 Refundable, Certified Bank Check)* | Construction Drawings app. by LL | | |
| | N/A | GC | Fire Alarm – Required Contractor | LL App. Barricade graphics. | | |
| | N/A | GC | | Permits | | |
| | | | Barricade- Interior Centers (\$6.00/sf) (\$12.50/sf + Equipment fee for Barricades over 14' in height) (\$250 scissor lift fee for barricades over 14' tall) | Progress Chart | | |
| | | | Barricade Relocation – Bump in/Bump out of barricade from initial installation. Cost to Tenant is \$25/LF plus \$500 trip charge | GC State License | | |
| | | | \$1.50/sf for Graphic removal & cleaning fee when graphic contractor is not same as Landlord required barricade contractor. | GC Business License | | |
| | | | Dumpster/Cleanup (\$.75/sf min. \$500/pull) | Sub List | | |
| | | | Toilet Fee | Completed CR&R | | |
| | | | Sprinkler Shutdown (\$400/ Each) – Required Contractor | Ack. Of LL app. parking location | | |
| | | | Mall Tile (\$15.00 / Tile) | Ack. Of LL app. dumpster location | | |
| | | | | Fully Executed Lease | | |
| | | | | Certificate of Insurance | | |
| | | | Preliminary Construction Power Usage (≤10,000 sf: \$1.00/sf; >10,000 sf + \$.50 each add'l sf.) | Construction Start Date : _____ | | |
| | | | Common Area Wear and Tear Fee (\$150.00) | Projected Construction Completion Date: _____ | | |
| | | | Other | Projected Store Open Date: _____ | | |

| Pre-Construction Meeting Acknowledgement | Date: |
|---|-----------------|
| Attendees (Name & Company): | |
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |
| I certify that I have read and thoroughly understand the attached Contractor Rules and Regulations and Contractor Exhibits and agree to abide by all of the same. | |
| GC Rep (Printed): _____ | Signature _____ |

Contractor must reference General section of the Tenant Criteria Manual for information regarding Local Utility Agencies, Local Municipalities, Labor Unions and Mall Required Contractors

*The deposit shall remain in the possession of the Landlord until such time that all items listed in Section II-U of these Contractor's Rules & Regulations have been satisfied and any and all fees or fines have been paid.

**Overweight Charge: Any overage between 5+ tons and 10 tons will be charged at the rate of \$42.50/ton plus 2% tax. This amount will be determined by Waste Management Company and is to be paid to the Center's Operations Manager.

Contractor's Initials: _____ Date: _____ Mall Manager's Initials: _____ Date: _____

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