### INSTRUCTIONS:

You will be given two copies of this packet. One copy is for your records; the other copy will be initialed and signed by you for Mall Management Records. You will be expected to follow these Construction Rules & Regulations.

- You must schedule a date/time for your meeting. Walk-ins will not be accepted. During your pre-construction meeting, we will be reviewing key points in this packet. Please bring any questions you may have to the table.

- You will be expected to provide all documents requested on page 3, Tenant / Contractor Preconstruction Meeting Checklist. Failure to provide everything on this list may delay this project from commencing.

- Please note that all listed fees can not be combined with the construction security deposit. All others may be combined.

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### CONSTRUCTION RULES & REGULATIONS

(REVISED BY S.M. 1/9/17)
Ontario Mills

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TENANT CONTRACTOR PRE-CONSTRUCTION CHECK LIST

Store Name: _____________________________________________________________________

General Contractor: _______________________________________________________________  
Meeting Date/Time:_________________________________________  Space # _______________

1. Before the space is turned over to the tenant / tenant contractor and before work begins, the following must be obtained and reviewed by the Ontario Mills OPS Director in the pre-construction meeting.
   _____  Landlord wet stamp approved plans / sign drawings.
   _____  Building permit.
   _____  Building Department stamped plans.
   _____  Completed Contractor’s Informational Data Sheet (page 4)
   _____  Certificate of liability insurance.
   _____  Certificate of workers compensation insurance  (for the state of California)
   _____  Copy of contractor’s city business license (for the City of Ontario)
   _____  Copy contractor’s license (of state California)
   _____  Project work schedule (bar graph only)
   _____  Sub contractor list (with contact names and phone numbers).
   _____  Reminder: Display on site All Material Safety Data Sheets.
   _____  Construction deposit ($5,000 for non anchors).
   _____  Dumpster fee.( Fee of $250.00 per month Paid to LL)
   _____  Barricade fee.( Paid Directly to Barricade Company)
   _____  One time electrical charge (per chart)
   _____  All other Fee’s (See pages 19, 20)
   _____  Fire sprinkler system shut down fee ($250 per shut down) If not using Simplex for Fire Sprinkler work.
   _____  Contractor’s Lockout / Tag out procedures

2. After the completion of the construction the following must be submitted to the Ontario Mills representative before any deposits or tenant allowances are released.
   _____  Certificate of Occupancy and or a signed final permit.
   _____  Unconditional lien releases from the contractor and all sub-contractors.
   _____  Ontario Mills supplied material fee (wood floor, base cove, paint, etc.).
   _____  Completed punch list.
   _____  As-builds (electron copy)
   _____  Warranties & Contractor affidavit.
   _____  Formal letter from contractor requesting deposit refund with the original check number and amount included.
   _____  Formal letter from the tenant that all work is completed in a satisfactorily manner.
   _____  Copy of contractors signed W-9
CONTRACTOR’S INFORMATIONAL DATA SHEET

Store Name: ________________________________________________  Space # __________

Contractor’s Name: ________________________________________________

Contractor’s Cell Phone Number: (_ _______)________-_____________________________________

Superintendent assigned to project: ___________________________________________________

24hr. Emergency Phone number for Superintendent: ______________________________

Contractor’s address: ____________________________________________________________

________________________________________________________________________________

Contractor’s phone office number: __________________________________________________

Contractor’s California license number: ____________________________________________

Plans stamped and approved by Tenant Coordinator? Yes: ______  No: ______

Deposit received by LL date: __________

I certify that I have given possession of construction deposit check # __________ in the amount of $5,000.00 to Ontario Mills. This deposit shall remain in the possession of Ontario Mills until all the requirements listed within the attached Rules and Regulations, and punch list items are completed. All requirements and punch lists must be signed off by the Ontario Mills OPS Director.

I _________________________ understand that this security deposit may be fully or partially retained by Ontario Mills if any of the aforementioned “Construction Rules & Regulations” are violated by ______________________ or any of our sub-contractors. ______________

INITIALS

I _________________________ have received the only known set of keys from the above mentioned space at Ontario Mills. ______________

INITIALS

Contractor’s Construction Rules & Regulations Received and Acknowledged:

Print name: ______________________________________________________________________

Signature: _______________________________________________________________________

Date: _______________________

__________________________________________________________________________________
TENANT CONSTRUCTION RULES & REGULATIONS

In the interest of maintaining normal daily operations at Ontario Mills during construction and renovation of tenant locations, the following procedures have been established for all contractors performing work in the mall.

A. PROCEDURES PRIOR TO THE START OF ANY WORK:

1. For new stores or lease renewals, a lease must be executed by both the Tenant and the Landlord prior to the start of any construction or remodeling.

2. Prior to the commencement of any demolition or construction, the Tenant’s construction drawings must have been received and approved by Simon Property Group Tenant Coordination, Ontario Mills, as well as the City of Ontario Building Department. An approved set of stamped Landlord and City of Ontario drawings must be maintained on the job site at all times.

3. Certificates of Insurance must be received from both the Tenant and the General Contractor prior to the start of construction. The General Contractor will be responsible to secure and retain a copy of insurance certificates for each of the subcontractors under their employ. The General Contractor’s and the Tenant’s insurance requirements are as follows:

   a. Owner’s Protective Liability Insurance insuring Tenant against any and all liability to third parties for damage because of bodily injury, including death resulting therefrom, property damage to others or a combination thereof which may arise from work in the completion of the Premises and any other liability for damages which Tenant’s contractors are required to insure against under any provisions herein. Said insurance shall be provided in the following minimum amounts:

      (i) Commercial general liability insurance, with limits of not less than $2,000,000 per occurrence (the portion of such coverage over $1,000,000 may be provided under an umbrella or excess liability policy), for personal injury, bodily injury or death, or property damage or destruction, arising out of or relating to the contractor’s work at or in connection with the Premises, (ii) workers’ compensation insurance with respect to each contractor’s workers at the site or involved in the Work, in the amount required by statute, (iii) employer’s liability insurance in the amount of at least $500,000 per accident and at least $500,000 for disease, each employee, (iv) comprehensive automobile liability insurance covering all owned, hired or non-owned vehicles, including the loading and unloading thereof, with limits of not less than $2,000,000 per occurrence (the portion of such coverage over $1,000,000 may be provided under an umbrella or excess liability policy), and (v) builder’s risk property insurance upon the entire Work to the full replacement cost value thereof. Landlord, Landlord’s managing agent, and such other parties as are designated by Landlord, shall be additional insured’s under (i), (iv) and (v) above. All insurance required hereunder shall be provided by responsible insurers rated at least A and X in the then current edition of Best’s Key Rating Insurance Guide and shall be licensed in the State in which the Center is located. Tenant shall provide, or cause its contractors to provide, such certificates prior to any work being performed at the Premises. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) days prior written notice to Landlord. All such insurance shall provide for a waiver of subrogation by the insurance carriers.
(ii) Helicopter/Airlift Lifts - $25 Million per occurrence/$25 Million aggregate. NO exceptions. Policy RM-2107

b. Builders’ Risk Completed Value Form affording "All Risks of Physical Loss or Damage" on Tenant's work in the Premises as it relates to the building in which the Premises are located, naming the interests of Landlord and its agents and employees and Tenant's contractors, as their respective interest may appear, within a radius of 100 feet from the Premises.

c. Ontario Mills, as Owner and Manager, must be named as Additional Insured. Additional insured wording must read as follows.

Ontario Mills Limited Partnership, Simon Management Associates II, LLC., Simon Property Group, Inc. and their respective officers, directors, shareholders, members, partners, parents, and any other affiliated entities, agents, servants, employees, and independent contractors of these persons or entities.

4. Building Permits must be obtained from City of Ontario, 303 E. B Street, Ontario, CA 91764 @ (909) 395-2023. A copy of all permits must be submitted to the Director of Operations or the Landlord's appointed representative prior to starting demolition or construction.

5. A construction deposit per the Deposit Schedule is required and made payable to Ontario Mills as a certified or bank check. The deposit is to be paid by the General Contractor and given to the Director of Operations or the Landlord's appointed representative to be cashed and held until the completion of the job, when it may be credited toward any damage or outstanding charges incurred. If all Tenant expenses are paid in full, including Landlord consultant and contractor charges, damage and clean-up charges and all punch list items have been satisfactorily completed, and written notification of such has been received, the deposit will be refunded upon written request from the General Contractor and the Tenant.

6. A pre-construction meeting must be scheduled by calling to arrange an appointment with the Director of Operations or the Landlord's appointed representative in 4 to 7 days of the start of the job. At this meeting, all Material Safety Data Sheets of all chemicals that the contractor intends on using (i.e., paint, stripper, cleaning chemicals, etc.) must be submitted to the management office prior to being used on-site. Moreover, all copies must be posted on the construction site as specified per OSHA regulations. Also, at this meeting, a pre-construction checklist (see attached) will be completed and all permits, certificates of insurance, required fees, and proper forms must be submitted. At this time, the construction deposit check will be collected, and the keys to the space will be issued if all pre-requisites have been met. A representative of the Tenant or the General Contractor will be required to initial on the Contractor’s Informational Data Sheet for evidence that the premise/key(s) were turned over to the Tenant at the time of the meeting. The Tenant or General Contractor must change the lock to their own lock and key. Mall Management will not retain a key once it is issued to the Tenant or the Tenant's General Contractor.

7. Access to the mall for employees and work crews is available after mall operation hours at the Security Office located between Bed, Bath & Beyond and Nordstrom Rack. Mall service entrance doors will be open Monday through Sunday from 5:00 A.M. to 10:00 P.M. to provide access to the mall Tenants and their contractors/visitors. If it is necessary to be in the mall beyond these times, they must notify the Mall Management Office in advance during normal business hours. Entry/Exit during none business hours will only be permitted through the Security Office. ALL persons entering the building must sign in and present a valid Driver’s License which will be held by Security until the visitors exit the building and
sign out of the log book that is maintained by Security. Access will only be permitted through the tenant designated service corridor(s) or service entry(s) for construction personnel during the performance of the work.

At no time shall the contractor or his subs use the main entrances of the mall to bring in supplies (unless approved by the Director of Operations). Security may deny access to the building after hours if prior notification was not been provided or if Management's approval was not given.

8. Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Center. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or Center, Tenant shall immediately close the premises and remove or cause to be removed, all such employees, agents, contractors, and subcontractors until the dispute has been settled.

B. GENERAL CONSTRUCTION RULES

9. Tenant’s contractor or subcontractors are to have a Lockout/Tag out (LOTO) program in place if any type of work involving energized equipment will be performed.

10. Tenant’s contractor or subcontractors are not permitted to post any signage or advertising of their company name out side of the suite for any reason.

11. Tenant’s contractor shall maintain a full time Superintendent on the job site at all times while work is being conducted. Any job site found without a Superintendent will be shut down until his return. Failure to comply with rules and regulations may constitute a minimum fee of $350.00 per occurrence.

INITIAL:________________________

12. Common area convenience outlets are not to be used by the Tenant’s contractor or subcontractor’s for any reason. Failure to comply with rules and regulations may constitute a minimum fee of $350.00 per occurrence.

13. Construction noise is not acceptable during mall operating hours. The use of impact hammers, saws, and ram sets during mall operation hours is strictly prohibited. Failure to comply with rules and regulations may constitute a minimum fee of $350.00.

14. Tenant’s contractor must obtain a “Hot Works Permit” (Policy 2042) before any welding is conducted at the Ontario Mills. A fully charged ABC fire extinguisher for every 1000 square feet must be maintained on the job site at all times. Note: Under no circumstances will any welding, brazing, soldering or the use of any torch be permitted while the fire sprinklers are shut down. Any contractor caught violating this policy will be subject to a $2,000.00 fine per occurrence and all trades will be shut down until all sprinkler work is complete.

INITIAL:________________________

15. Tenant’s contractor shall comply with all applicable safety regulations. The contractor shall take all precautions to ensure a safe and accident free work environment. Tenant’s space will be periodically visited by the Landlords representative or Security to insure its safe condition. Ontario Mills reserves the right to shut down all work until the unsafe condition is corrected.
C. COMMENCEMENT OF CONSTRUCTION:

16. The Mall operating hours are 10:00 A.M. to 9:00 P.M. Monday thru Saturday and 11:00 A.M. to 8:00 P.M. on Sunday. Work is permitted after hours if all access procedures have been followed (See A.7).

17. The temporary storefront barricade MUST be constructed by Boston Barricades(772) 569-7202 or Mall Wall (951) 275-1853 at the contractor’s or tenants expense. If a pre-exciting Barricade is in place, contractor will be responsible for cost. Any further changes to the exciting barricade will be at the cost of the contractor and not the landlord. The Contractor shall at his expense provide a means of protecting the mall common area tile, neutral piers, walls, ceilings, detectors, etc. (Policy 3001)

18. In an effort to announce the opening of the new store, Tenant is required to and MUST have a full wrap barricade graphic installed prior to start of construction (No exceptions!) All barricade graphic art work MUST have LL approval prior to installation. If necessary Landlord will arrange through their graphic contractor to install the Simon designed graphics that will announce the new store opening. The Tenant will be billed the actual cost plus a 15% Administration Fee. All temporary storefronts and associated signage must be installed during non-operating hours.

19. Only those stores having no rear entry will be permitted to use the barricade front door for entry. Otherwise, the contractor and his subs will be restricted to the rear service entry only. Any use of the front barricade door without the prior approval from the Operations Director will result in a fine by the Landlord of $350. The barricade will have a lockable door handle that shall remain locked at all times. The GC may change this lock at anytime as long as the supplied handle is turned over to the Operations Director, and a key to the new lock is given to the Operations Director for fire watch purposes.

20. If Tenant has a door leading to a service corridor, Tenant shall install on the door an identification sign setting forth Tenant’s name and address number. Landlord may furnish said sign at the cost plus a 15% Administration Fee.

21. The General Contractor is required to provide the Operations Director or the Landlord's appointed representative a detailed bar chart detailing the construction schedule. The schedule must include, but is not limited to, the construction start date, the date the General Contractor will turn the space over to the Tenant for stocking, and the date the Tenant is scheduled to open the store.

22. A detailed subcontractor’s list must be provided to the Operations Director or the Landlord's appointed representative that includes 24-hour emergency contact numbers.

23. Environmental – Policy 2035

24. The Tenant's General Contractor must maintain copies of the following information on the job site at all times:

* Approved set of Ontario Building Department drawings.
* Approved set of stamped Landlord drawings.
* The Mall's Construction Rules and Regulations.
* The Building Permit, Certificates of Insurance - both sub-contractor and contractor list, MSDS Sheets per OSHA, along with any approvals or sign-offs
* The Mall's Architectural Criteria and Mechanical / Electrical / Plumbing / Fire Protection Criteria.
D. DEMOLITION AND CONSTRUCTION:

a. All heavy demolition which creates noise, noxious odors, dust and debris is to be performed one-half hour before and/or one-half hour after Mall hours. This also includes the carting of debris and equipment in and out of the Mall.

b. Prior to starting any demolition, cutting, or painting, the contractor will seal off the common air plenum 100%. Sealing the plenum will help prevent the contamination of your neighbors.

c. All garbage carts and hand trucks are to be supplied by the General Contractor and must have pneumatic rubber wheels to prevent damage to the Mall floors. Tenant's General Contractor shall provide proper floor protection (i.e. masonite) at their sole cost and expense as directed by Mall Management/Security.

d. The interior common area finishes, light fixtures and furniture seating areas must be properly protected from possible breakage, dust, debris, etc. It is the General Contractor's responsibility to develop a protection plan related to the interior mall and to review/discuss this plan with the Landlord's designated representative. The Tenant and/or Tenant's General Contractor will be responsible to reimburse the Landlord for any and all damage or clean-up to the interior mall, lighting fixtures, in-mall furnishings, etc. Construction workers are not allowed to use the seating areas.

e. Mall Existing Fire Devices:
   Mall inline suites usually contain a smoke detector(s), a Red Speaker box(es) used for alarms and evacuation announcements, relay devices & common area strobe lights located on or around the store front. These devices must be “SAFE OFF” by the required contractor prior to demolition or remodel. Failure to do so will cause false alarms and a response by the Fire Department. Any false alarms resulting in fines by the Fire Department will be the responsibility of the General Contractor. Damage or loss of these devices, any plenum wiring or conduits will be repaired/replaced accordingly by the General Contractor. The required contractor must be used listed in Section G. These devices must be reinstalled and operational prior to the store opening for business.

   INITIAL: ___________________________

f. Store Front Demolition / Remodel:
   Store fronts usually have soffits above the entrance. Some of the soffits have Mall low voltage power lines, Mall power sockets, Mall lighting, Mall fire devices, Mall CCTV cameras, Mall CCTV fiber optic cabling, CAT5 data cables, CAT3 phone cables, Cellular repeaters, Cellular booster antennas, Mall WiFi access points, conduit, Mall speaker wire and 70 volt speakers. These devices must be identified prior to demolition or remodel. These devices MUST be protected at all times as they are a part of the Mall’s Fire/Life/Safety systems. Please coordinate with the Mall Technician should these devices require relocation or temporary removal. Under NO circumstances will these devices be disconnected without prior approval of the Mall Technician, Operation’s Director or Mall Manager. Any fixtures, wires, conduits or devices damaged or lost shall be replaced by the General Contractor. Any damage to other devices down-line from the construction site i.e. amplifiers, lights, fixtures, transmitters, wires, circuit breakers or fuses as a direct result of failing to comply with these procedures shall be replaced by the General Contractor. Replacements must be reviewed and approved by the Mall
Technician prior to purchase and installation.

INITIAL:________________________

g. An open roll-off container has to be rented by City of Ontario and placed in an area designated by the Landlord for proper disposal of debris and waste material. The carting route and the area around the container must be swept clean on a daily basis. No trash or construction debris is to be placed in the Landlord's compactor or on the Landlord's site. Should any construction debris or fixtures be found in the Landlord's compactor or another tenant's container, a fine of $1,500 will be assessed per occurrence. Overflowing containers must be removed daily. Should an overflowing container not be removed as requested by Landlord, the Landlord reserves the right to contact City of Ontario directly to have the container removed and to bill the General Contractor for clean up.

INITIAL:________________________

h. To insure that dust and debris is not tracked into the Mall, the General Contractor is to broom sweep the store on a daily basis, and rent or supply walk-off mats to be placed inside the store at the entrance/exit to the space. Keeping these mats wet will help reduce the amount of dust tracked into the mall. Failure to comply with rules and regulations may constitute a minimum fine of $350.00 per day.

INITIAL:________________________

i. Service corridors, loading docks and mall common areas are not to be used for work areas or for the storage of tools, materials, or fixtures. Any items found in these areas will be disposed of immediately, without notice, at the contractor's expense.

j. Tools and materials may be transported and delivered any time if you have a rear service entrance. Tenants without a rear entrance that have to use the storefront barricade can only transport or receive during none mall operating hours.

k. No tools, ladders, or lifts will be loaned out to any non-employee of the Simon Property Group. Due to insurance reason, this is strictly forbidden.

l. No wood or other combustible material shall be used above the ceiling or in any concealed areas within the Tenant's demised premises.

m. The use and storage of any hazardous substances, such as flammables, must be permitted by the City of Ontario and reported to the Operations Director or the Landlord’s designated representative at all times. Furthermore, Material Safety Data Sheets (MSDS) must be placed on the wall inside of the construction site, per OSHA as well as a copy retained in the Management Office.

n. Any structural changes which would require changing the original integrity of the structural design of the space must be presented to the Operations Director and Tenant Coordination for approval. Any connections to the Landlord's Base Building structural elements must be reviewed and approved by the Tenant Coordination. Any change to the rooftop HVAC units must also be reviewed and approved by the Tenant Coordination. Any welding to be done on-site must be approved by the Operations Director or Landlord's authorized representative. Once approved, a “Hot Work Permit” (Policy 2042) must be obtained from the Mall’s Security for each day of welding, brazing, or the use of any torch for any reason. The Tenant is solely responsible and required to hire someone from the Local Fire Department for a Fire watch Detail. NO EXCEPTIONS.

o. Under NO circumstances will any contractor be permitted to attach to the roof decking. Supports will have to be engineered to use a clamping method so that NO penetrations will be made to the deck. Supplement Attachment Pages 1 and 2 show an approved method for deck connections. If penetrations are made, you will be required to remove them, fill them
with sealant specified by the Operations Manager, re-submit a new drawing to the city, and reinstall per drawings at tenant’s cost.

Initial

p. All deliveries and removals must be through service corridors. No deliveries and removals are allowed in the Mall Passenger Elevators (if applicable) or through the main Mall entrance doors at any time, or through the Mall's common areas with out prior approval from the Operations Director. Only pneumatic wheeled dollies will be permitted to be utilized on any of the mall’s flooring.

q. No trucks or auto mobiles of any kind are permitted in the center tunnel at any time.

r. The structural system of the Mall has been designed to carry, and Tenant shall not exceed, a live load of 100 pounds per sq. ft. and a superimposed dead load of 15 pounds per sq. ft. (Disregard if N/A by Mall).

s. Any house access points for conduit underground or above, any junction boxes located within the walls, pillars or beams must remain accessible and never covered behind new drywall or fixtures. If any junction boxes or conduit access points are found to be inaccessible, you will be expected to make them accessible at your cost.

You may find that there is no way to avoid these access points from being covered. If this is the case, you will be expected to relocate these access points at your cost unless otherwise stipulated in the contractual agreements with the mall. **Coordination with Mall Management is expected prior to any discoveries or changes.**

t. **FIRE SPRINKLER HEADS:**
You must inspect all existing sprinkler heads in the tenant space(s). The heads must comply with NFPA code to insure none of the heads are recalled. Any Central heads labeled as “GB”, “A-1” or any other head that is on a recall list must be replaced at your cost.

Installation of recalled sprinkler heads is strictly prohibited. If at a later time any are found in the space, they will need to be replaced immediately at your cost.

Please refer to Section E (Policy 1018) pertaining to draining of the fire risers and the costs associated with it.

Signature ________________________________
Print ____________________________________
Title ____________________________________

**E. UTILITY INFORMATION:**

A minimum of 72-hours notice by filling out a form at Management office is required on any planned shut-down of any utilities, (i.e., sprinklers, water, electric and gas) and must be approved by the Operations Director or Landlord's authorized representative in order to notify tenants throughout the mall. Any utility shut-down affecting another Tenant must be performed at a time convenient to the affected Tenant. All slab-on-grade penetrations must be field verified for the location of any and all utilities including electrical service lines, communication lines and sewer/plumbing. If necessary, it is the contractor’s responsibility and cost to retain an underground utility locator service to verify the proposed penetration locations.

u. **Sprinklers (Policy 1018)**
a. All sprinkler work (parts and installation) shall conform to local fire prevention standards relating to the City of Ontario.

b. Each and every shut-down and draining of the sprinkler system will cost $250 for time and water (whether requested or accidental, including any second draining for any leaks). All sprinkler shut downs may only be conducted Monday – Friday one hour after mall closing to one hour prior to mall opening. 72 hour notification of a shut down is required. Fire Sprinkler Contractor will be required to fill out the Simon sprinkler shut down form and will fax it to the Operations Director & Mall Security at the management office.

c. No draining of the sprinkler system will be permitted on Saturdays, Sundays or holidays unless one week’s prior approval by Mall Management at additional overtime charge to have a Mall Engineer present at the time of work.

d. See Mechanical/Electrical/Plumbing/Fire Protection criteria for further details/ specifics.

v. **Plumbing**

a. The Landlord's authorized representative must review and approve any and all slab penetrations, but will not guarantee the location of any utilities including electrical service lines, communication lines and sewer/plumbing. If necessary, it is the contractor’s responsibility and cost to retain an underground utility locator service to verify the proposed penetration locations.

b. All concrete cuts must be epoxy dowelled with no less then ½ inch rebar.

c. Any wet areas, including restrooms, kitchen prep areas, bars, sinks, and water implemented design features must provide an approved waterproof membrane beneath the Tenant's flooring, between the Landlord's structure and the Tenant's finished flooring. The Tenant will submit a sample of the tile selected to the Landlord in advance of its application for review only.

d. If required by the use of the premises, Tenant's work shall include, without limitation, suitable grease traps and equipment to prevent grease from being transmitted into the sanitary drainage system. These traps shall be adequately sized and based on rated capabilities of dishwashers or other equipment producing grease. All grease traps shall be equipped with flow control valves. All grease traps shall be isolated on a separate drainage line and fed to a common location as directed by the Landlord.

e. Based on the Tenant’s use, at Landlord’s discretion and/or if required by local code, Tenant or Tenant’s General Contractor shall provide an accessible sampling pit for waste water sampling and inspection which must be reviewed and approved by the Landlord.

f. The plumbing contractor is responsible for removal of all debris/equipment from the site and in sewer pipes. **A $1,000 fine plus the cost of the mall’s plumber** to make the necessary repairs to rectify the problem caused by the contractor will apply if dumping construction waste in the plumbing system.

g. See Mechanical/Electrical/Plumbing/Fire Protection Criteria for further details/ specifics.
w. **Water**

   a. ¾” domestic water copper lines must be used for tenant space.

   b. For applicable tenants and all Food Court Tenants, operable water meters must be in place. There must be an operable remote reader, digital or pneumatic in the near vicinity in a corridor or an accessible area outside of the locked tenant space. The remote reader must be properly labeled and installed per Land Lords Instructions.

x. **Gas**

   a. A gas connection will have to be piped in by the Southern California Gas Company from the outer ring road.

y. **Mechanical**

   a. The Tenant's General Contractor will be responsible for the complete demolition and removal from the premises of all abandoned mechanical systems of the former Tenant's store design. For example, air make-up systems/exhaust systems, roof top equipment, HVAC duct work, and waste line vents must be properly removed. All Tenants are required to use the Landlord's roofing contractor, including but not limited to, penetrations, repairs and mechanical curbs. Tenant is to coordinate all work with the Tenant Coordination, Operations Director or Landlord’s Appointed Representative, and the Landlord's Roofer. The Tenant is to assume the full cost and expense. See attached vendor list for Mall's roofing contractor.

   b. The mechanical contractor is responsible for removal of all debris/equipment from site as well as roof area.

   c. If the Tenant's premise is located on the interior wall, the Tenant will be required to connect to the Landlord’s fresh air duct with a motorized damper. All roofing equipment locations and ducting must be reviewed and approved by the Tenant Coordination, Operations Director or Landlord’s Appointed Representative. If the Tenant's premise is located along the exterior wall, fresh air and exhaust louver will be required to be installed in accordance with the Mall’s location criteria at the Tenant's expense.

   d. The following details the roofer's requirements to ensure a prompt, cost efficient job:

      1) Provide a minimum of one week notice to allow roofer to obtain necessary material.

      2) Curbs being supplied by the Tenant must be on site no later than 8:00 a.m. on the day that installation is required. All curb heights shall conform to the Mall’s standard roofing details.

      3) Roofer will provide pitch box and any insulation required for outside of the curb.
4) All curbs must be set on fire retardant lumber equal in thickness to the roof insulation. Roofer will furnish and install lumber.

5) All units will receive a metal cap furnished and installed by roofer.

e. All rooftop equipment, both existing and new, must be identified by stenciling the store name and store number on each piece of equipment. In addition, a G.F.I. exterior grade outlet is required be to installed on all new rooftop air conditioning and condenser units.

f. See Mechanical/Electrical/Plumbing/Fire Protection Criteria for further details/specifics.

g. **No curb adaptors are permitted. (NO EXCEPTIONS WILL BE MADE)**

h. Contractor may use a crane if the crane reaches the entire span of the roof from lift to the unit’s final location. Contractor can NOT roll, carry by man power, or slide any HVAC unit across the roof. If the crane can not reach the unit, an air lift will have to be scheduled.

i. If airlift is require per above “f”, you will need the following:
   
   a. Final flight plan from the FAA.
   b. Seven day notice to the landlord. (The landlord needs to give a seven day notice to the tenants in the affected area. No person can be in the air lift area while the lift is in process.)
   c. Insurance Certificate From Helicopter Company - $25 Million per occurrence/$25 Million aggregate. NO exceptions. **Policy RM-2107**
   d. Non-refundable fee of $500 payable to Ontario Mills paid at the time of the notice to the landlord.

z. Electrical

   a. Each store's electrical service/conduit/wiring is accepted in an "as is" condition. Any store design requiring a larger electrical service must be reviewed and approved by Tenant Coordination and Operations Director. However, the larger service will only be permitted if the Tenant Coordination has reviewed the total load capacity for the premises and has approved the electrical plans subject to any comments, upgrades or additions (at Tenant's expense) that the Tenant Coordination is requiring. Prior to installing any new service, the Tenant's General Contractor must coordinate with the Landlord's electrician and Tenant Coordination, and the Mall Operations Director for approval and supervision. Final connections to the Landlord's switch gear must be performed by the Landlord's electrician at Tenant's sole expense. No direct tie-in may be done with a live line feed.

   b. Any electrical service upgrades which affect Mall finishes in the public areas must be performed by the Mall's contractors **at the Tenant's sole cost and expense**. The service upgrade will extend approximately five (5) feet into the space or to the designated area agreed to by the Landlord and the Tenant in the Lease Documents. It must then be extended by the Tenant's electrical contractor. All connections to Landlord equipment or supply panels must be performed by the Mall's electrician at Tenant's sole cost and expense.

   c. For all service upgrades:

      1) A minimum of 30 days written notice must be given to the Landlord prior to commencement of construction work;

      2) All work, material, shutdowns and/or costs due to a service upgrade are **at the Tenant's sole cost and expense**.
d. Per the Lease, an appropriately sized electronic check meter must be installed in the premises to determine Tenant's electrical consumption and demand. The electronic check meter must be installed after the main disconnect. The electronic check meter and any related equipment must be purchased from the Landlord and installed by the Landlord's electrician at the Tenant's sole cost and expense. Estimated cost for a standard electronic check meter (up to 200 amp) and installation by the Landlord's electrician is $2,500.00 and is payable to Ontario Mills.

e. The storefront display lighting, signage and HVAC unit must be connected to a 24-hour, seven (7) day time clock set to the Mall operating hours.

f. All tenant spaces having a door opening to a rear service corridor or having a service door opening to the common area must have a door bell and chime installed at the Service Door to announce deliveries.

g. See Mechanical/Electrical/Plumbing/Fire Protection Criteria for further details/specifics.

aa. Telephone

a. ½” conduit will be in place with existing phone lines.

b. All phone lines will lead back to the sub-phone room. Then it will lead a home run all the way back to the d-mark room.

bb. Roof

a. Any contractor requiring roof access must gain access through security. This will require a state identification card or driver’s license to be left with security. The ID will be returned when the key is returned to security.

b. Any roof improvements and/or modifications must be on your Ontario Mills approved plans. Any deviation or modification of the plans without the written approval of the Tenant Coordinator / Director of Operations will result in a fine of $2,000, cost to repair modification, and or shut down until the changes are approved.

INITIAL:____________

c. The roof must be kept clean at all times. All debris (flashing, screws, filters, etc.) must be removed daily.

d. At no time shall heavy equipment be moved along the roof on dollies or carts with hard wheels.

e. All roof penetrations are the responsibility of the Contractor to have repaired. The Contractor may cut the penetration after all approvals are in place, but ROOFCORP or San Marino Roofing must make the repairs.

f. All new roof top units and curbs will be made water tight at the Tenants expense. Curbs will be roofed by ROOFCORP or San Marino Roofing and the curb size must be approved by ROOFCORP or San Marino Roofing prior to installation.

g. All roof top units and exhaust fans are to be clearly stenciled with the tenant name and

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suite number.

h. Any damage to the roof caused by the Tenants Contractor or Subcontractors will be the responsibility of the General contractor at his sole expense.

i. At no time shall roof work be conducted during bad weather or when the sun is down. Nor shall improvements be conducted during inclement weather.

cc. **Cellular Antenna, Satellite Dish, Cable and High-Speed Internet (Policy 2036)**

a. Simon has the right to control its rooftop space and access, no other in-building or rooftop cellular vendors or carriers will be licensed or permitted to access or utilize the rooftop or in-building space for cellular signal without Simon corporate written approval.

b. Before starting any project dealing with antennas, satellite dish, cable, and/or high-speed internet, you must contact the Mall Manager or Operations Director for further instructions.

c. Installation drawings need to be reviewed for operational approval by the Mall Manager.

d. Mall Manager to work with tenant using the specifications attached to this policy as Exhibit B for satellite installation for all cellular satellite antennas with a non-penetrating mount that are 1.2 meters or less in diameter.

F. **PROCEDURES FOR FINALIZING CONSTRUCTION PRIOR TO STORE OPENING:**

dd. The Operations Director or Landlord's designated representative must review the site and quality of construction, and prepare a punch list of items to be completed by the Tenant's General Contractor prior to removal of the barricade. *(Barricade company will not take down barricade without LL approval)*

ee. An approved Certificate of Occupancy or the final inspection card issued by the City of Ontario must be copied and issued to the Landlord prior to the removal of the barricade and the store opening.

ff. Storefront identification signs must be installed and be fully operational prior to scheduling barricade removal. This includes all storefront signage on the approved drawings as well as vinyl lettering on the tenant’s service door and storefront glass indicating the tenant name and store number.

gg. Tenant and/or Tenant's General Contractor is responsible to restore the Landlord's work exactly when remodeling and/or tenanting an existing store. This includes the soffit above the store, lighting, all finishes floor tile and both neutral piers.

hh. Materials and Services can be provided by the Ontario Mills for an additional fee. See schedule of fees.

G. **REQUIRED AND SUGGESTED CONTRACTORS**

**ONTARIO MILLS**

One Mills Circle, Suite 1  
Ontario, CA  91764

**IMPORTANT CONTACTS/INFORMATION**
<table>
<thead>
<tr>
<th>(*) Indicates a required contractor.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ON-SITE MALL MANAGEMENT</strong></td>
</tr>
<tr>
<td>Steve McLeod (Operations Director)</td>
</tr>
<tr>
<td>One Mills Circle</td>
</tr>
<tr>
<td>Ontario, CA 91764</td>
</tr>
<tr>
<td>(909) 484-8301Phone</td>
</tr>
<tr>
<td>(909) 484-8306 Fax</td>
</tr>
<tr>
<td><a href="mailto:smcleod@simon.com">smcleod@simon.com</a></td>
</tr>
</tbody>
</table>

| **MILLS TENANT COORDINATION**       |
| Bertha Ballew (Senior Tenant Coordinator) |
| Simon Property Group, Inc.           |
| 5425 Wisconsin Ave. #300              |
| Chevy Chase, MD 20815                 |
| 301.968.6327 Phone                   |
| bballew@simon.com                    |

| **FIRE SPRINKLERS**                 |
| SimplexGrinnell.                    |
| 10282 6th Street                    |
| Rancho Cucamonga, CA 91730          |
| Charles Otero                       |
| Cotero@simplexgrinnell.com          |
| (909) 987-764 Fax                   |

| **FIRE SPRINKLERS**                 |
| API                                 |
| 1100 Old Highway 8 NW               |
| New Brighton, MN 55112              |
| Lauren Anthony                      |
| (888) 274-8595                      |
| simon@api-nsg.us                    |

| **FIRE SPRINKLERS**                 |
| CFP Fire Protection                 |
| 17461 Derian Ave suite 114          |
| Irvine, CA 92614                    |
| Mike Perry                          |
| (949) 727-3277                      |
| mperry@cfpfire.com                  |

| **BUILDING PERMITS**                |
| City of Ontario                     |
| 303 E. B Street                     |
| Ontario, CA 91764                   |
| (909) 395-2023 Phone                |

| **ROOFING CONTRACTOR**              |
| RoofCorp Roofing                    |
| Jorge Joya                          |
| (714) 442-8000 Phone                |
| jorge@roofcorp.com                  |

| **DEBRIS DISPOSAL/DUMPSTERS**       |
| City Of Ontario call center         |
| 909-395-2050                        |

| **ONSITE STORAGE/ STORAGE POD PARKING LOT FEE** |

| **STOREFRONT BARRICADE/ GRAPHIC’S** |
| Boston Barricade Company             |
| Heike Dydell                         |
| (760) 599-9700                       |
| hdydell@bostonbarricade.com          |

| **CENTERSTAGE PRODUCTIONS**         |
| Christina Riojas                    |
| (909) 418-4743                      |
| criojas@cspdisplay.com              |

| **THE AMGRAPH GROUP**               |
| Wendy Sabine                         |
| (909) 969-8402                      |
| wsabine@amgraph.biz                 |

| **POWER METERS**                    |
| IEG                                 |
| Bill Balltese                       |
| (909) 376-6883 (909)399-0601 ext.228 |

| **GAS**                             |
| Southern California Gas Company      |
| 800-427-2000                         |

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<table>
<thead>
<tr>
<th><strong>PLUMBING</strong></th>
<th><strong>Hydro-Jetting</strong></th>
<th><strong>PAINTING</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>American Jetting Service</strong>&lt;br&gt;800-833-4454</td>
<td><strong>American Jetting Service</strong>&lt;br&gt;800-833-4454</td>
<td><strong>Hands on Painting</strong> – Armando&lt;br&gt;<a href="mailto:handsongpaint@aol.com">handsongpaint@aol.com</a>&lt;br&gt;PO Box 3383&lt;br&gt;South Pasadena, CA 91030&lt;br&gt;(323)791-8814 Phone&lt;br&gt;(626)799-4907 Fax</td>
</tr>
<tr>
<td><strong>Roto-Rooter</strong>&lt;br&gt;(800)381-4161</td>
<td></td>
<td><strong>Stamped Concrete</strong>&lt;br&gt;You may use any qualified concrete contractor</td>
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<thead>
<tr>
<th><strong>Hardwood Flooring</strong></th>
<th><strong>Graffiti Scratch Removal</strong></th>
<th><strong>HVAC</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aim Flooring</strong>&lt;br&gt;Axe Martinez&lt;br&gt;T. 626. 373-3168&lt;br&gt;<a href="mailto:A_marteenez@yahoo.com">A_marteenez@yahoo.com</a></td>
<td><strong>WKRP Services, Inc</strong>&lt;br&gt;Melissa Marie Morgan&lt;br&gt;562-342-4171&lt;br&gt;&lt;strong&gt;Remove it Restoration**&lt;br&gt;Kevin Kissleburg&lt;br&gt;888 424-9697&lt;br&gt;<a href="mailto:removeitrestoration@gmail.com">removeitrestoration@gmail.com</a></td>
<td><strong>C&amp;L Refrigeration</strong>&lt;br&gt;479 Nibus Street&lt;br&gt;Brea, CA 92821&lt;br&gt;(714) 990-6966 Phone&lt;br&gt;(714) 990-0605 Fax</td>
</tr>
<tr>
<td><strong>Stamped Concrete</strong></td>
<td><strong>Royal Window Films Inc</strong></td>
<td><strong>Store/Kiosk/Cart Fixtures</strong></td>
</tr>
<tr>
<td>You may use any qualified concrete contractor</td>
<td><strong>John Henderson</strong>&lt;br&gt;888-566-8468</td>
<td><strong>Mike Beemer</strong>&lt;br&gt;562-696-1400&lt;br&gt;562-787-8950</td>
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<tr>
<th><strong>Helicopter Lifts</strong></th>
<th><strong>MALL ELECTRICIAN</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Blackhawk Helicopters</strong>&lt;br&gt;619-971-1315 Richard</td>
<td><strong>Riley Electric</strong> – Mike Riley&lt;br&gt;1800 W 11th St&lt;br&gt;Upland, CA 91786&lt;br&gt;(909) 981-6110 Phone</td>
</tr>
<tr>
<td><strong>Summit Helicopters</strong>&lt;br&gt;(818) 890-0903</td>
<td></td>
</tr>
</tbody>
</table>
H. SCHEDULE OF THE LANDLORD’S CHARGES/LANDLORD’S CONTRACTOR CHARGES

SCHEDULE OF FEES

Temporary Electric Power

TENANT’S CONTRACTOR is responsible to coordinate temporary electric power by tying into the building permanent power source (redistribution).

<table>
<thead>
<tr>
<th>Tenant’s Space Square Footage</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>$.34/SF</td>
</tr>
<tr>
<td>1001-5000</td>
<td>$.43/SF</td>
</tr>
<tr>
<td>OVER 5000</td>
<td>$.53/SF</td>
</tr>
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Redistribution by LANDLORD (Non-Refundable Fee Applies)

Temporary Water

TENANT’S CONTRACTOR is responsible for paying a non-refundable fee associated with temporary water usage.

<table>
<thead>
<tr>
<th>Tenant’s Space Square Footage</th>
<th>Charge</th>
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</thead>
<tbody>
<tr>
<td>All</td>
<td>$.10/SF</td>
</tr>
</tbody>
</table>

Parking Services

TENANT’s CONTRACTOR is required to pay a non-refundable fee associated with parking services during on site construction. This fee is **$250/month with a one month minimum charge.** A parking pass will be given to the contractor to be placed in the dashboard of the designated vehicle(s).

After Hours Access

TENANT’s CONTRACTOR is required to pay a non-refundable fee associated with after hours access services during after hours construction. This fee is a **flat rate of $400.**

Cleaning Charges

TENANT’s CONTRACTOR is required to pay a non-refundable fee associated with the housekeeping/cleaning of the common area/back corridors around their designated space.

<table>
<thead>
<tr>
<th>Tenant’s Space Square Footage</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$.20/SF</td>
</tr>
</tbody>
</table>
**Waste Handling Containers**

Should space be needed to place a container for construction disposal (open-top containers) container, this at a charge of **$250/month with a one month minimum charge**. Location of this Container to be determined by Operations Director. You must use the **City of Ontario** for all waste containers.

1. Sprinkler Shut Down Fee..........................**$250.00** per drain

   This fee will be collected at the pre-construction meeting unless using Simplex Grinnell for this work.

2. Barricade Fee, to be negotiated and paid directly with either mall Approved barricade Company. Additional Fee will apply for modifications to existing barricade at the sole cost of the contractor and paid directly to Barricade Company.

3. Storage POD not to exceed 25’ in length/Container Parking Fee........................................**$1,600.00** per calendar month per POD for placement of a storage POD / container to sit on property, rates are not pro-rated. (Contractor to provide Storage POD / Container, this fee only covers for the parking lot space rental for the Storage POD / Container). Contact person under *ONSITE STORAGE/ STORAGE POD PARKING LOT FEE* to schedule POD placement.

4. Onsite Storage Fee will vary depending on size of unit and duration of term, onsite storage rates are not pro-rated. Contact person under *ONSITE STORAGE/ STORAGE POD PARKING LOT FEE* to receive an estimate.

5. Air Lift Fee..............................................**$500.00** per occurrence – If tenant requires an air lift (helicopter) for HVAC setting or removal – cost covers parking lot block off and required mall shut down – contractor pays 3 days prior to lift.

6. Crane Lift Fee............................................**$100.00** per occurrence – If tenant requires an crane lift for HVAC setting or removal – cost covers area block off and area closure – contractor pays 3 days prior to lift.

7. Mall Match Finish Fees...............................2 times replacement cost plus 15% admin/handling

   i. Wood Floor.......................$10.00 per 8’ Plank
   ii. Carpet Square...............**$15.00** per Carpet Square (Brown Border Carpet Tiles)
   iii. Any Other Tile other than Carpet...............**$7.00** per Sq. Ft. or market price
   iv. Other Materials per market price

8. A minimum fee of **$350.00** will be charged for each emergency response or failure to follow guidelines as presented in the Rules and Regulations packet.
SUPPLEMENT ATTACHMENT 1
SUPPLEMENT ATTACHMENT 2

---

A 10'-0' MAX

BOOSS200-43
STUD NESTED
IN BOOSS 4B
TRACK

(2) OWSS3

H2 MIL CLIP EA
SIDE, EA END OF
STUD W/ (2) #10 SMS
TO OWSS3 AND STUD

BOOSS STUD

#8 SMS AT
12" O.C., TYP

SLIP TRACK
W/ 2 ROWS
#8 SMS
AT 2'-0" O.C.

MITT STUD
WALL, S.A.D.

A SECTION

[Signature]

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