

TENANT CONSTRUCTION RULES AND REGULATIONS

MALL NAME SouthPark Date: 9/4/2020

PRE-CONSTRUCTION MEETING

A minimum of five (5) days prior to starting construction, the CONTRACTOR shall contact the LANDLORD'S PROPERTY MANAGER to arrange a Pre-Construction Meeting at the site. Attendees should include the GENERAL CONTRACTOR, Superintendent, and major Subcontractors to be used in the construction.

At the Pre-Construction Meeting the GENERAL CONTRACTOR shall provide the following:

1. BUILDING PERMIT

A copy of each of the Local Building Permits and, if applicable, Health Permits. Permits will need to be in the name of the General Contractor.

2. COPY OF FINAL LANDLORD APPROVED PLANS

The Tenant's General Contractor will bring a full size hard copy of Landlord approved plans to the pre-construction meeting.

3. COPY OF CERTIFICATE OF INSURANCE

- A. Contractor shall, at all times during the term of the works(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance, naming the Owner Parties as "additional insured", which shall provide the Owner Parties are additional insured with respect to liability arising out of Contractor's ongoing and completed operations. Contractor shall provide notice to Owner immediately upon receipt of any notice received by the Contractor from its' insurance carrier advising of non-renewal or cancellation of the policies required under this Agreement.
- B. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Shopping Center is located and have an A.M. Best rating of at least A- VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement shall be deposited with Owner promptly on or before the commencement of the term of this Agreement. Any insurance provided by Owner Parties shall be strictly excess, secondary and non-contributory of the insurance coverage provided by Contractor.
- (a) **Commercial General Liability** - with a limit not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) general aggregate limit.
- (i) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.
- (ii) In the instances where Contractor's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" as defined by the General Liability policy, and providing coverage on behalf of the "additional insured", including ongoing and completed operations.

(b) **Commercial Automobile Liability** - in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.

(c) **Worker's Compensation** - in compliance with any and all statutes requiring such coverage in the state where the work is being performed.

(d) **Employer's Liability** - in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.

(f) Such other insurance as may be required from time to time by Owner.

"Owner Parties," that are required to be identified as additional insured's are:

- Owner, Owner's Managing Agent, Simon Property Group, Inc., and their respective officers, directors, shareholders, members, partners, parents, subsidiaries and any other affiliated entities, agents, servants, employees, and independent contractors of these persons or entities.

SOUTHPARK MALL LIMITED PARTNERSHIP, a North Carolina limited partnership
By: SPG SOUTHPARK, LLC, a Delaware limited liability company, its general partner

4. SUBCONTRACTORS LIST

The subcontractors list shall set forth the name, address and telephone numbers (and emergency numbers) of TENANT'S General Contractor and Subcontractors.

5. CONSTRUCTION FEES / DEPOSITS (not subject to waiver or cap unless lease specified)

A. CONSTRUCTION DEPOSIT

A construction deposit, a minimum amount of **\$5,000.00** (A larger deposit may be required at certain properties. Refer to lease for amount) from which the LANDLORD may deduct fines and LANDLORD'S cost to repair damage to common areas or other Tenants, caused by Tenant's contractor(s).

B. TEMPORARY ELECTRIC POWER

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

■ Redistribution by LANDLORD (Non-Refundable Fee Applies)

Tenant's Space Square Footage	Charge
0-1000	\$.34/SF
1001-5000	\$.43/SF
OVER 5000	\$.53/SF

C. TEMPORARY WATER

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

Tenant's Space Square Footage	Charge
All	\$.10/SF
Not to Exceed \$250 per construction job	

D. 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).

E. 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 **\$100/single access not to exceed \$400 per construction job**.

F. 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

Tenant's Space Square Footage	Charge
All	\$.20/SF
Not to Exceed \$500 per construction job	

G. STORAGE/WASTE HANDLING CONTAINERS

Should space be needed to place a container for construction disposal (open-top containers) or a storage pod/container, this can be made available at a charge of **\$250/month with a one month minimum charge**. Location information can be found in **Section 3.3**.

H. COORDINATION CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with coordination of services during on site construction. This fee is a **flat rate of \$250**.

I. HELICOPTER LIFT & CRANE CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with helicopter lift access during on-site construction. This fee is **\$500 per occurrence**. The crane fee is **\$100 per occurrence**.

J. SPRINKLER DOWN DRAIN CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with sprinkler down drain charges during on-site construction. This fee is **\$250 per occurrence**.

K. W-9 FORM

A W-9 Form must be completed by tenant's contractor and provided to Landlord before construction commences. Failure to submit a W-9 may cause delays in return of any construction deposit on file.

L. PREPAYMENT CHECK

Please make all checks payable to the following:

SouthPark Mall

6. FEES (No Waivers Unless Lease Specified)

Contact the Operations Director for applicable items and associated costs. Below are typical but there may be site specific fees: (Refer Site Specific Rules and Regulations)

- Temporary Construction Barricade and/or rental fee
- Check Meter Fee if applicable
- Chilled Water Consumption (prior to Opening)
- Dumpster Placement Fee
- Light Bulb/Ballast Disposal Fee
- Up-front fee for mall air balancer and EMS control company (*LLPC centers*)
- Any other locally applicable fees (*see Site Specific Addendum*)
- Electrical Power consumption prior to opening is a non-refundable fee for redistributed centers (*see electrical power for rates*)

PERMITS & LICENSING

1. PLAN REVIEW / PERMIT

All specifications are to be included within the construction drawings and all other local jurisdiction having authority requirements.

City: Building Standard Department
Address: 700 North Tryon Street
City, State, Zip: Charlotte, NC 28202
Phone: 704-336-2831

Plan Review/Permit applications and fee schedules can be found on-line at:

<http://www.meckpermit.com/reference/forms.html>.

Landlord recommends all Tenants to use the designated permit expeditor:

National Permit Expeditors, Inc.
Suzie Preidt
302 Trimble Drive
Elon, NC 27244
704-825-0533 Office 704-913-6143 Cell suzie@npe.us.com

Tenants with food operations please contact the following for additional requirements:

City: Charlotte Mecklenburg
Health Department:
Address: 700 North Tryon Street Suite 208
Phone Number: 704-621-0336

2. LICENSING

All contractors must be licensed by the appropriate jurisdictional authorities. Contractor must present a copy of license at pre-construction meeting.

3. SPRINKLER DRAWINGS

In addition to complying with the local authority requirements for submission of sprinkler shop drawings, the sprinkler contractors shall submit a minimum of four (4) sets of sprinkler shop drawings and hydraulic calculations (if applicable) to Global Risk Consultant's for approval.

Global Risk Consultants
Attn: Alison Brackett/Simon Tenant Plan Review
P.O. Box 821
Hollis, NH 03049
603-305-2680 alison.brackett@tuvsud.com

Global Risk Consultants will return two (2) sets to the sprinkler contractor. Review time: two (2) weeks typically. Mark installation date on plans if plans need to be expedited. The General Contractor must present a copy of the submittal letter to Global Risk Consultants to the Mall Management Office, prior to starting sprinkler work.

4. MALL BUILDING DATA

Occupancy/Use: Group M, Mercantile Group
A-3, for all restaurants and food courts
Construction Classification: Type 2B, Unprotected, Non-Combustible
Building Levels: One Mercantile Store above one Parking level.
Sprinkler System: Fully Sprinkler, Ordinary Hazard (Group 2)
Classification in accordance with NFPA 13

5. TENANT'S ADDRESS

Contact Mall Management for tenant space address

Tenant's Name (DBA)
4400 Sharon Rd Space #
Charlotte, NC 28211

6. MALL ADDRESS & PHONE

SouthPark Mall
4400 Sharon Rd Suite 173
Charlotte, NC 28211
Phone 704-295-0975

7. LANDLORD CORPORATE OFFICE

Simon Property Group
Attn: Tenant Coordination
225 W. Washington Street
Indianapolis, IN 46204
Phone: 317.636.1600
Email: TCMailbox@simon.com

**Contact the Tenant Coordinator for a legal property description, if required for permit.*

UNION AFFILIATED GUIDELINES

In an effort to establish acceptable and unified construction quality and productivity standards, the Landlord strongly recommends that all union trades, traditionally and customarily, performing construction crafts be engaged to promote project wide continuity.

This shall not serve as a limitation to a Tenant's right to employ the most qualified low bidder for a construction/trade contract. However, Tenant shall take all necessary action to avoid labor disputes and difficulties on the project and shall do all things to avoid work stoppage or delay on account thereof, regardless of whether the impact is to the Tenant, Landlord or other Tenants. In an event of work stoppage, Tenant will cooperate with Landlord to remove the source of the work stoppage at Landlord's sole discretion so that the project shall be completed on schedule in a cost efficient manner as initially contemplated.

TEMPORARY PROVISIONS (ALL TENANTS)

1. TEMPORARY CONSTRUCTION BARRICADE

Is required by the LANDLORD'S PROPERTY MANAGER, a temporary construction barricade at the storefront shall be installed at TENANT'S expense by Landlord's approved contractor.

- Installed by Landlord - Reimbursement of cost required
- Contract with Landlord's Barricade Contractor for installation of barricade
- Barricade responsibility of Tenant's General Contractor

Boston Barricade
 Brian Winkler cell: 845-476-7777
 866-866-0925, Direct 772-257.7158
 bwinkler@bostonrs.com

Barricade Contractors are charged an overnight access fee for installing the tenant store front barricade plus a cleaning and coordination fee following the below charge guidelines.

Barricade Contractor Charges	Charge		CONTRACTOR CHARGES:
Store Front Linear Feet	Fee	Fee Calculation	Total
ALL	Flat Fee	\$ 100.00	\$ 100.00
ALL	\$ 2.00	per store front Linear Feet	-

No barricades shall be removed or dismantled without the express written consent of the LANDLORD. Any barricade removed without prior consent will be reconstructed by LANDLORD at the CONTRACTOR'S expense.

2. CONSTRUCTION SIGNAGE

The CONTRACTOR is not allowed to post any company name or sign on the temporary construction barricade or anywhere outside the premises. The CONTRACTOR shall post all signage as required by the LANDLORD'S PROPERTY MANAGER.

3. ELECTRIC POWER

The TENANT'S CONTRACTOR is responsible to coordinate temporary electric power by obtaining a temporary meter from the local utility company and tying into the building's permanent power source by Landlord's designated Electrician. (Direct customer of the utility company)

Tenant is a direct customer of the Utility Company

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

Redistribution by LANDLORD (Non-Refundable Fee Applies)

Tenant's Space Square Footage	Charge
0-1000	\$.34/SF
1001-5000	\$.43/SF
OVER 5000	\$.53/SF

Company: Duke Power Telephone: 704-594-9400
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4. TEMPORARY WATER

Contact the LANDLORD'S PROPERTY MANAGER for access to temporary water service.

5. TEMPORARY TOILET

The shopping center toilet facilities will not be available for contractors use. Contact the LANDLORD'S PROPERTY MANAGER for temporary toilet locations.

CONSTRUCTION REQUIREMENTS

The following Rules govern TENANT'S construction on LANDLORD'S property. All references to "CONTRACTOR" shall mean the GENERAL CONTRACTOR or the TENANT if acting as its own contractor.

1. ON-SITE DOCUMENTS

The CONTRACTOR will keep the following documents on-site and accessible at all times during construction:

A) LANDLORD approved TENANT drawings. The CONTRACTOR will build from ONE set of drawings by adding any Building Department comments into the LANDLORD'S approved set and re-approved by Landlord. This set of drawings will be primary working drawings and displayed at all times during construction.

Lack of landlord approved drawing will result in fines.

B) A complete set of building department permitted (stamped) drawings

2. CONCRETE

Concrete must be saw-cut or core-drilled (no jack-hammering or breaking of concrete is permitted DURING MALL OPERATING HOURS. This must be done after-hours). Prior approval must be obtained from LANDLORD prior to penetrating any structural or structurally reinforced concrete. The CONTRACTOR shall be responsible for verification of existing utilities by ground penetrating radar.

3. PROTECTION OF PROPERTY

The CONTRACTOR shall be responsible for protecting the LANDLORD'S and any other party's property from damage.

4. FIRE EXTINGUISHERS

The CONTRACTOR shall provide adequate fire extinguishers within the premises, tagged for date of inspection, while under construction.

5. SITE ACCESS AND PARKING

The CONTRACTOR shall be responsible to ensure that all construction employees working in the premises use the designated parking areas. There will be no construction trailers allowed on the property. Parking will not be permitted in any of the driveways, fire lanes, and truck docks except for temporary loading and unloading, as approved by the LANDLORD. **See other site specific rules and regulations.**

6. DELIVERY OF MATERIALS

The TENANT'S delivery address is the same as TENANT'S address
The CONTRACTOR shall be responsible to coordinate all materials deliveries to the premises, whether for construction, fixturing or merchandising. Contact the LANDLORD'S PROPERTY MANAGER for all delivery instructions. All deliveries shall be made through the rear door of the premises either via the adjacent service corridor or truck dock area. Contact the LANDLORD prior to the delivery of materials and equipment which are too large to enter through the rear door of the Premises. Where there is no rear door to access space, all deliveries, trash removal, etc., must be coordinated as directed by the LANDLORD'S PROPERTY MANAGER. **See site specific rules and regulations addendum.**

7. WORK AREA AND STORAGE

The CONTRACTOR'S work area will be restricted to the TENANT'S leased premises. Service and fire corridors and truck docks shall be kept clear of all materials, equipment, debris and trash at all times. **See other site specific rules and regulations.**

8. SECURITY AND AFTER HOURS WORK

The CONTRACTOR must receive the prior permission of the LANDLORD for work after hours and on weekends and is responsible for any associated costs. Contractor must abide by security procedures. Contact LANDLORD'S PROPERTY MANAGER 48 hours in advance. **See other site specific rules and regulations in addendum.**

9. LANDLORD INSPECTIONS

The TENANT'S construction work will be observed periodically by the LANDLORD to verify that the work is being constructed as approved by the LANDLORD. All work not in conformance with LANDLORD'S approved Tenant drawings must be immediately corrected at CONTRACTOR'S expense. **See other site specific rules and regulations.**

10. SAFETY

The CONTRACTOR shall be responsible to ensure that all work is performed in accordance with O.S.H.A. standards. The LANDLORD may, without any liability therefore, stop work that is in violation of O.S.H.A. standards or which may, in the LANDLORD'S opinion, cause injury or harm to persons or property.

CONTRACTOR must obtain a written permit from the LANDLORD'S PROPERTY MANAGER prior to any "hot" work (e.g. welding, soldering, torch-work, etc.) It shall be the duty and

responsibility of the CONTRACTOR performing any cutting or welding to comply with the safety provisions of the National Fire Protection Association's National Fire Codes pertaining to such work and the CONTRACTOR shall be responsible for all damages resulting from failure to so comply. Use of fuel operated engines inside the Mall will not be permitted.

All systems shall be charged and operational when the CONTRACTOR leaves for the day, if unable contractor must provide appropriate fire watch.

11. BELOW GRADE CONSTRUCTION

Prior to beginning any below grade construction work, the CONTRACTOR must meet with the LANDLORD to review the locations of any underground utility services that may be located in the premises. Any Below Grade construction must be inspected by LANDLORD/**Local Jurisdiction Having Authority** prior to backfilling. X-Ray or Ground Penetrating Radar must be used before any saw - cutting is to be done

12. INTERRUPTION OF UTILITIES

The CONTRACTOR must receive the LANDLORD approval at least three (3) days prior to any modification of utility services that may temporarily interrupt such service to other tenants or the shopping center.

13. TRASH REMOVAL AND DUMPSTER

All trash will be confined to the premises and removed at the end of each day by the CONTRACTOR. Any trash found in the service corridors, adjacent tenant units, and/or other public areas will be removed by the LANDLORD and the cost for same charged to the CONTRACTOR, plus a **\$250** violation fee per occurrence or specified site specific fine amount in site specific addendum.

The location of the dumpsters will be determined by the LANDLORD. LANDLORD'S compactors are not to be used by CONTRACTOR for construction debris. **Contractor will comply with Mall's recycling policy.**

14. SPRINKLER DRAIN-DOWN

Tenant's CONTRACTOR shall contact the Sprinkler Contractor for sprinkler drain-downs and shall pay the Sprinkler Contractor for any associated charges with draining down the system. The Sprinkler Contractor must coordinate the sprinkler drain down with the Mall Management Office at least 48 hours prior to needing the system drained down. All systems shall be charged and operational when the CONTRACTOR leaves for the day.

15. ROOF AND BUILDING MODIFICATIONS

Roofing penetrations require advance approval by the Landlord **and Tenant Coordination**. All roof work, including cutting of the roof, shall be performed by the LANDLORD'S roofing contractor under contract to CONTRACTOR and at CONTRACTOR'S expense. Reminder, curb adapters are not permitted. Butler Roofs require the use of materials and methodology specific to Butler Roofs.

Pat Casey Service Operation Manager 4408 Northpointe Industrial Blvd. Charlotte, NC 28216 704-817-9788 704-817-8078 (fax) 980-266-2509 (cell) pcasey@davcoroofing.com
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16. ROOF PROTECTION BOARDS

Roof protection boards shall be installed around any roof top HVAC equipment by the LANDLORD'S roofing contractor under contract to the CONTRACTOR at CONTRACTOR'S expense.

17. SIGN INSTALLATION

It is mandatory the sign contractor/installer sign in with LANDLORD'S PROPERTY MANAGER to review the sign template placement on the storefront prior to any holes being drilled.

18. HAZARDOUS MATERIAL

The CONTRACTOR shall not install any Hazardous Materials and may be required to submit Material Safety Data Sheets to show compliance.

OPENING REQUIREMENTS

1. PUNCH LIST

Upon completion of construction and a minimum of seven (7) days PRIOR to opening, the CONTRACTOR shall request that the LANDLORD conduct a final observation and compile a punch list. **The premises will be allowed to open for business only after the items have been satisfactorily completed.** TENANT'S construction deposit may be used by LANDLORD to correct said items if they still remain uncorrected 30 days after opening.

2. DOCUMENTS

The following Certificates/ Documents shall be submitted to LANDLORD prior to opening (electronically and hard copy):

- A) Certificate of Occupancy, Permit Signed Off and Closed
- B) Business License
- C) Certified Tenant Air Balance Report – **Air Balancer must be third party not affiliated with mechanical contractor that did the work. Malls with landlord provided cooling will be asking for an upfront fee for the Mall Air Balancer and EMS/Controls**
- D) Health Permit (if applicable)
- E) Punch List
- F) Certification that any mechanical, electrical, and/or plumbing items allowed to be re-used have been refurbished to a like-new condition
- G) The Global Risk Consultants approval letter stating the sprinkler system was designed correctly. This is part of the post construction checklist form 272.
- H) *TDLR Report: (TEXAS ONLY) Tenant shall have the Tenant Space inspected and a report issued by the TDLR as to the compliance with ADA and Texas State law.*

GENERAL

These guidelines are intended to supplement the Property Management guidelines. If a conflict occurs between the information in this Preconstruction Criteria and the Property Management requirements, Property Management shall take precedence.

UTILITIES

Contact the following utility company representatives for information concerning local installation requirements, application for service, billing procedures, etc.

GAS SERVICE:

Gas service is available for use by restaurants only. Gas service is either Redistribution by LANDLORD, or metered directly by Utility Company. If Redistribution and a meter are required per LANDLORD'S approval on TENANT'S mechanical drawing, install in accordance with Landlord criteria.

Redistribution by LANDLORD

Tenant is a direct customer of the Utility Company

Company: **PIEDMONT NATURAL GAS**
PHONE: 704-365-2660

TELEPHONE SERVICE:

Tenant is a direct customer of the Utility Company

Company: **AT&T**
PHONE: 704-780-2800

ELECTRIC SERVICE:

Electric service is either Redistribution by LANDLORD, or direct metered by Utility Company
If Redistribution and a meter are required, install in accordance with Landlord criteria.

Redistribution by LANDLORD Tenant is a direct customer of the Utility Company

Company: **DUKE POWER**
24-hour Customer Service: 704-594-9400
Business/Industry Customer Service: 800-653-5307

CABLE SERVICE:

NO CABLE SERVICE

WATER SERVICE:

Water service is either Redistribution by LANDLORD or direct metered by Utility Company.
If Redistribution and a meter are required per LANDLORD'S approval on TENANT'S plumbing drawing, install in accordance with Landlord criteria.

Redistribution by LANDLORD Tenant is a direct customer of the Utility Company

REQUIRED CONTRACTORS

Trash Removal and Dumpster Service

Company: Berry's Container Service
Telephone: 704-734-8382

Fire Alarm Final Connection

Company: Johnson Controls
Telephone: 704-501-0500

Electrical Tie-in to LL Equipment

Company: L S Williams
Telephone: 704-361-3709

Electric Check Meter

Company: L S Williams
Telephone: 704-361-3709

Flushing Chilled Water System

Company: Emcor Services (Mark Cline)
Telephone: 704-621-1463

Temperature Controls

Company: Emcor Services (Nick Goudoras)
Telephone: 704-641-0304

Roofing Contractor: Any and all roof work must be completed by the LANDLORD'S approved roofing contractor(s). Contact the following for pricing and scheduling:

Company: Davco
Telephone: 704-817-9788

LIST OF ADDITIONAL PRE-QUALIFIED CONTRACTORS

A list of additional (NOT REQUIRED) contractors who have worked at and are familiar with the property will be available from the Landlord's Property Manager. (See Site Specific Rules and Regulations Addendum)

FIRE PROTECTION CONTRACTOR

Simon Property Group provides a listing of Sprinkler Contractors for which the General Contractor can bid for all of Tenant's sprinkler work. At the time of bidding, each tenant or tenant's general contractor should call the Sprinkler Contractors directly to obtain bids. Refer to policy #1018

CONTACT INFO

For questions regarding site access, preconstruction fees, required contractors, construction rules & regulations, please contact Landlord's Property Manager. For questions regarding storefront & architectural criteria, delivery dates, the scope of Landlord's and Tenant's work, please contact your Tenant Coordinator or call 317.636.1600 for assistance. Mills Properties use 301.968.6232.