Four Seasons Town Centre Greensboro, North Carolina

GENERAL GROWTH PROPERTIES, INC.

Site specific Tenant Contractor Construction Guideline Manual

FOUR SEASONS TOWN CENTRE GREENSBORO, NORTH CAROLINA

INTRODUCTION:

The following is a description of procedures to be followed by all Tenant Contractors in concert with the "Four Seasons Town Centre Design and Technical Criteria Manual". Note that this is not a complete description of all requirements and limitations regarding Tenant Construction, but merely a guide concerning items frequently encountered by most Tenant Contractors. Please read this information thoroughly to become familiar with the requirements and limitations that will affect your work. All tenant construction work is assumed to be completed before or after mall operating hours. Only quiet work can be performed during mall operating hours and cannot disrupt mall or tenant operations. All work within the tenant space will be halted if disruption occurs. Contractors must be aware that any changes, addendum etc. that may occur that are not covered in this manual. If you should encounter any problems or have any questions not covered below, do not hesitate to contact the full time, on-site General Growth (GGP) staff immediately.

Tenant's space must be constructed using the set of **FINAL** General Growth and local jurisdiction approved plans. Plans **MUST** be on site at all times during construction. Failure to construct the space according to these documents will result in reconstructing the space as originally indicated on approved plans, unless as approved by Landlord.

COORDINATION:

Tenant's Contractor must coordinate their activities with GGP's on-site representative and other Tenant and/or Contractors so that no disruption of work occurs. The space and Tenant improvement must be properly coordinated. Note: There is no storage of materials outside each individual space for any reason. If the materials cannot be stored in your space then offsite storage must be arranged at Tenant Contractor expense.

BEFORE COMMENCING WORK, TENANT'S CONTRACTOR MUST PROVIDE TO GENERAL GROWTH'S ON-SITE PRESENTATIVE:

- 1. Final GGP'S approved plans.
- 2. Building permit. (Post original permit on the Contractor's Job Bulletin Board within the space).

- Certificate of Insurance with additional insured as indicated.
- 4. Copy of Contractor's license for the state in which work is performed.
- Tenant Contractor Information form.
- Sub-contractor List form.
- 7. Contractor Security Deposit, This sum shall be applied to any costs incurred by General Growth in fulfilling Tenant Contractor responsibilities, which Tenant Contractor fails to complete. All remaining funds will be fully refundable, with no interest, to the Tenant Contractor upon completion of all punch-list items, completion of close out documents and final acceptance of the space by General Growth.
- 8. Contractor Authorization for Access form.
- 9. Construction Schedule Sheet.

ADDITIONAL COORDINATION REQUIREMENTS:

Coordinate with General Growth's on-site representative regarding means of access if space does not have a rear service entrance.

Any changes to the General Growth's approved construction documents or Tenant improvements require prior written approval from Landlord.

Report any discrepancies in dimensions, broken tile, and lack of utilities immediately to on-site representative.

<u>Post</u> upon possession of Tenant space, a sign at the rear service area to remain the duration of the project. Each sign should include space #, Tenant name, and G.C. name. This will be critical for each Contractor to receive deliveries of materials and supplies.

Sprinkler Shop Drawings must be submitted to Landlord's Insurance Underwriter for approval. Any deficiencies found must be corrected to be in full compliance.

Food Tenants/ Restaurant and Fast Food Must obtain a City Health Department permit prior to opening.

PERMITS:

The Tenant is responsible for securing all required approvals prior to commencing construction in the mall. Tenant's Contractor shall post a valid building permit as well as have the city approved plans on site.

INSPECTIONS:

Verify all required building inspections. Additionally Landlord shall inspect the Tenant's Contractor's work.

Contractor's Fire-Life Safety Contractor must be on site during the Fire final inspection.

CONTACT INFORMATION

Mall Office	(336) 299-9230	
Tenant Coordinator (Ed Drnach)	(410) 715-8276	edward.drnach@ggp.com
Operations Manager (Michael Griffith)	(336) 299-9230	michael.griffith@ggp.com
Security Office	(336) 547-9002	
Duke Energy	(800) 777-9898	
Waste Management (dumpsters)	(855) 690-7785	
Sunland Fire Protection (sprinklers)	(336) 886-7027	
Simplex-Grinnell (fire system-strobes)	(336) 841-8550	
Strategic Connections	(336) 725-2306	
McRae Roofing	(336) 672-0133	



Standard Certificate Requirements for General Construction

Four Seasons Town Centre 410 Four Seasons Town Centre Greensboro, NC 27427

Certificate Holder:

(Mailing Address)

GGP- Four Seasons, LLC Re: Four Seasons Town Centre 410 Four Seasons Town Centre Greensboro, NC 27427

Coverage Requirements

Insurance Carrier(s) must meet AM Best A- VII Rating

Additional Insured:

"General Growth Properties, Inc., GGP Limited Partnership, Four Seasons, LLC, and their respective subsidiaries, any of their affiliated entities, successors and assigns and any current or future director, officer, employee, partner, member or agent of any of them."

General Liability:

\$2,000,000 Occurrence / \$2,000,000 Aggregate including Bodily Injury, Property Damage, Premises Operations,

Completed Operations, Contractual Liability and Contingent Liability

Include Waiver of Subrogation

Automobile Liability:

\$1,000,000 Combined Single Limit

Workers' Compensation:

Statutory

In Monopolistic States*:

Evidence of Monopolistic State Coverage

Employers' Liability: \$500,000 Each Accident

\$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee In Monopolistic States*: \$500,000 Occurrence/Aggregate

Cancellation Clause:

30 Days Notice

The following must be stricken from the cancellation wording "Endeavor to... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

OR

If this is not possible, must provide an Additional Insured Endorsement specifically naming the above entities to policies.

* Monopolistic States currently include NV, ND, OH, WA, WV and WY.

All policies must be written as primary and non-contributory to that of the Owner.

LIEN WAIVERS AND SWORN AFFIDAVITS:

Tenant Contractors shall furnish to Tenant within 30 days after completion, original Final Waivers of Lien for all work performed and from all subcontractors and major suppliers of \$5000.00 or greater. Tenant Contractor must also furnish an original General Contractor's Sworn Statement to Landlord detailing the total cost of Tenant construction. Tenant is required to furnish this information to Landlord per his Lease Agreement. (Including total cost of leasehold). *Obtain Sample Waivers of Lien and Sworn Statement from on-site GGP representative.

AMERICAN WITH DISABILITIES ACT:

Tenant's Contractor shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations and ordinances. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA.

OSHA AND OTHER CODE COMPLIANCE:

Tenant Contractor must comply and conform to all of the requirements of the Occupational Safety and Health Act (OSHA) and no exceptions will be recognized. Landlord requires all Contractors to wear hardhats, work boots and no shorts.

Tenant Contractor shall comply with any existing or future city, state, county, or federal statutes, ordinances, regulations, codes, insurance rating boards, or legislation regarding the control of pollution as it applies to Tenant Construction.

LABOR DISPUTES

Contractor agrees to conduct its labor relations and its relations with its employees, agents and Sub Contractors in such manner as to avoid all strikes, picketing and boycotts, of, on, or about the leased premises and the Shopping Center. Contractor further agrees that if, during the period of initial construction of the leased premises, any of its employees, agents or Contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out against Tenant or its employees, agents or Contractors, or any of them, on or about the leased premises or the Shopping Center.

PROHIBITED WORK AND PRACTICES:

- Combustible materials above finished ceilings, concealed, non-sprinkled space.
- Smoking within the premises or building.
- Shirts are required to be worn by all workers in the shopping center.
- Walking across or damaging the landscaping.
- Imposing any excessive structural load, temporary or permanent, on any part of the building structure without the advance written approval of Landlord.
- Cutting any openings in the floor slab, wall or roof without Landlord approval.
- Installation or display of any signage without Landlord's prior approval.
- Pets of any kind.
- Alcoholic beverages or illegal drugs.
- Radios, tape or CD players.
- Gasoline or diesel motors.
- Deviating from an approved set of plans without prior Landlord written approval.
- "Propping" open common area or service court doors.
- Excessive noise during business hours.

HAZARDOUS MATERIAL:

Tenant's Contractor is responsible to comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant's Contractor shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material.

LANDLORD INSPECTION:

The premises will be inspected periodically by the GGP representative for compliance with the landlord's requirements as set forth in the lease agreement and in accordance with landlord approved working drawings. Any unauthorized construction must be corrected by the Contractor at his expense.

The Tenant's Contractor shall maintain (in the Tenant's space) at all times, a set of Tenant working drawings bearing the landlord's approved stamp.

WORK STOPPAGE:

Mall Management or the designated Landlord's representative may stop the work and require the Contractor to make immediate corrections if they have observed any work or procedures that are life safety in nature, violation of any requirement, regulation contained in these procedures, the Lease or other. The Contractor shall immediately resolve the infraction.

CONSTRUCTION COMPLETION:

Upon completion, and prior to the Tenant opening for business, the GGP on-site representative must inspect the space and provide the Contractor with a copy of the punch-list. The construction deposit will be returned to the Contractor after all punch-list items have been completed.

The Contractor must provide a copy of the *Certificate of Occupancy*, along with other close –out documentation (as indicated in the punch list form) to the GGP on-site representative.

CERTIFICATE OF OCCUPANCY:

Local jurisdiction will issue a certificate to state that all construction meets code. The Tenant will not be allowed to open without this certificate.

AS-BUILT PLANS:

General Contractor on Tenant's behalf will submit to the General Growth's on-site representative one (1) set of as-builts (in reproducible form) after store opening. As-builts shall accurately show dimensions of space, locate utilities, etc.

GENERAL REQUIREMENTS:

ACCESS PANELS:

Tenants Contractor shall provide 2' x 2' access panels in Tenant's ceiling at dampers, air handling units, coils, and elsewhere as required by code or to provide access to equipment.

AREAS ABOVE/ CEILINGS:

No combustibles of any kind are permitted above the ceiling, i.e. **transformers, water heaters and wood**, etc. All wiring, including low voltage wiring, above ceiling must be installed in conduit unless rated for plenum.

ATTACHMENT OF STRUCTURE:

All storefronts are to be self-supporting. Approval of plans by Landlord does not constitute specific written approval. Any attachments to Landlord's structure shall be from top chord of joist. No attachment to the roof deck is permitted.

BARRICADES:

If a barricade does not exist at the front of the Tenant's space, the Contractor must construct one. The barricade must be constructed of 3 5/8" 25 gauge metal study with 5/8" type x gypsum board screwed every 12" off center with an interior poly dust barrier at front, sides and top and a finished drywall top. A hinged hollow core door with trim must be installed at the front of the barricade with a closer. The entire barricade must be painted with durable neutral color paint. The Contractor shall submit to GGP on-site representative a color sample for approval prior to painting.

If there is an existing barricade, it can be moved out three to four feet from the storefront to facilitate storefront construction. Any additions made to the barricade must match the existing barricade.

Barricade doors must be kept closed by an operation door closer while work is in progress to confine noise and dust within the Tenant space. The barricade door should open inward. Whenever possible, all construction employees must enter and leave by the back door. The Contractor must also provide a 10 sq. ft. piece of carpet at the inside door to allow all workers to wipe their shoes prior to leaving the space.

The Contractor should contact the GGP on-site representative to coordinate the removal of the barricade when work is complete. The cost to install and remove the barricade is the responsibility of the Tenant's Contractor.

A pre-fabricated type barricade can be used and is preferred by the Landlord. All pre-fabricated barricades must be approved by the Landlord before installation.

CEILINGS:

Ceiling materials must be noncombustible, Class A system. All support wires are to be connected to the top chord of the joists. No attachment to the roof deck is allowed.

CONCRETE CUTTING AND CORE DRILLING:

Contractors must notify Landlord's on-site representative 24 hours in advance of penetrating floor slab. Measures must be taken to keep water from saw cutting from running into the adjacent Tenant spaces. Concrete must be cut through completely. Do not saw cut deeper than the thickness of the concrete. **Core drill only on upper lever decks**.

CONDENSATE LINES:

Must be installed per plans and per Landlord specifications.

CONTRACTOR PARKING:

No Contractor parking is allowed within the first 15 space of each row. All Contractors are to park as per direction of General Growth on-site representative. Equipment and supplies may be dropped off in the truck dock areas, then proceed to park vehicle in designated area.

ABSOLUTELY NO PARKING IN TRUCK DOCKS OR FIRE LANES. UNAUTHORIZED TRUCKS AND CARS WILL BE TOWED AT TENANT CONTRACTOR'S EXPENSE.

DELIVERIES:

All supplies necessary for construction, fixturing or merchandising the store, must be delivered through designated truck docks and down the service corridors.

If this is not possible, deliveries made through the mall common area must be completed ½ hour prior to the mall opening or start delivery ½ hour after the mall has closed for business. Any exceptions to this requires approval of the GGP on-site representative.

ELECTRIC POWER:

Tenant Contractor does not have unescorted access to mall panels. Contact on-site GGP representative for electrical tie-ins to mall panels. All temporary power must be pulled off the Tenant's electrical panel, not off the common area outlets.

EXPANSION JOINTS:

Should an expansion joint occur in the leased space, Tenant Contractor is responsible for the construction of the wall or ceiling of that joint in a manner consistent with acceptable construction design practices.

FIRE EXTINGUISHERS:

Each Tenant shall furnish and install fire extinguishers (certified by a State Licensing Co.) throughout the Tenant's leased space. The requirement is one extinguisher per 3000 square feet of space with a maximum separation of 75 feet walking distance. Food Tenants require two fire extinguishers. Type of extinguisher shall be Class 4-:40B:C dry required during construction. (During construction, Tenant Contractor must provide fire extinguishers in Tenant space.)

FIRE PROOFING:

Tenant Contractor will be responsible for protecting and maintaining the existing fireproofing. Any damage to existing fireproofing shall be repaired by the Tenant at Tenant's expense.

EXIT SIGNING & EMERGENCY LIGHTING:

Exit requirements and exit identifications within Tenant's premises shall be furnished and installed by Tenant Contractor in accordance with requirements of the governing building code and ADA.

FLOOR FINISHES:

If Tenant design requires setback or vestibule, Tenant's Contractor shall provide smooth transition between mall flooring and Tenant's finished floor covering. Contact Landlord's on-site representative for information. Mall tile shall be purchased from General Growth's on-site representative. Tenant Contractor shall match grout color as in common area.

FLOOR PROTECTION:

Tenant Contractor will be responsible for protecting and maintaining the mall floor covering against damage at the Tenant's lease line or mall common area. (protection to be in the manner of ½" plywood). Any damage to tile shall be repaired by Tenant at Tenant's expense.

GANGBOXES AND DOLLIES:

Tenant Contractors, subcontractors, common carrier deliveries and supplier's carts, equipment boxes, gang boxes, etc. must be equipped with rubber wheels. <u>No exceptions</u>.

GAS:

Gas service is in limited supply and is for major restaurants and food court Tenants only. Application for service must be submitted to Local utility provider simultaneously with preliminary plan approval to Landlord. All piping from gas manifold to the space is by Tenant at Tenant's expense.

GASOLINE POWERED EQUIPMENT:

No gasoline operated equipment such as welders, concrete saws, power buggies, etc. will be allowed in the center at any time.

GREASE TRAPS AND GREASE WASTE:

The grease line will be labeled in each food Tenant space. All sink and floor drains must be connected to this line.

HVAC:

Contractor must remove the pneumatic valves feeding the HVAC and replace with electric valves whenever the HVAC equipment is changed, and provide a **certified** air balance report.

HOSE BIBS:

Hose bibs are provided in each truck court. Contractor's caught pouring grout or concrete into the truck court drains, or any drains in the mall's sewer system, will be responsible for all costs incurred.

INTERRUPTION OF UTLITIES AND SERVICES:

The GGP on-site representative must be notified at least 72 hours prior to any modification to utility services that will temporarily interrupt the services to other Tenants or to the mall. All sprinkler systems must be fully filled and operational at the end of each workday. There are no deviations from this requirement.

LIFT RESTRICTIONS:

Tenants on upper levels using Lifts shall not exceed the weight capacity 4000 pounds.

MODIFICATIONS TO THE EXISTING BUILDING:

If the Tenant store design requires a revision or modification to the structural, plumbing, electrical, or HVAC systems, the Tenant must provide the landlord with plans for the proposed modifications. Plans must be signed by an engineer (registered in the state where the project is located) and approved by a GGP representative before any work can begin.

NEUTRAL PIERS, BULKHEAD, ETC.:

Tenant Contractor will paint and /or repair Landlord property (neutral piers, bulkhead, rear corridor, etc.) damaged during Tenant construction. Tenant Contractor must coordinate with on-site representative for specifications.

NOISE:

The Contractor may perform "noisy" construction, such as jack hammer, saw cutting, core drilling, etc., only during hours approved by the GGP on-site representative.

The GGP on-site representative will terminate any construction activity that they deem excessively noisy or dusty or which is disruptive to the normal operations of the adjacent Tenants and/or the mall.

PLUMBING - SANITARY SEWER/ DOMESTIC WATER/ VENT:

Within each space is a 4" sanitary stub, and domestic water valve. If the stub is not in the location of the Tenant's toilet it is the Tenant Contractor responsibility to extended or relocate the existing stub to that location. Tenant shall run its vent piping to the vent stack tap and connect to the opening therein provided by Landlord. Tenant shall install a plugged tee in its vent piping to permit connection to the vent stack by other Tenants. All Tenants must provide a water meter (read in gallons) and verify the installation with GGP's on-site representative. No PVC piping is allowed.

PROTECTION OF PROPERTY:

The Contractor is responsible for replacing and/or repairing (to the Tenant's or mall's satisfaction) anything damaged in an adjacent Tenant's store or the mall. In the event that the Contractor fails to repair any damaged or unsatisfactory work, after written notification from GGP on-site representative within a reasonable amount of time, the Landlord will cause the damaged or unsatisfactory work remedied. The cost for this repair or rework will be deducted from the security deposit. If the security deposit does not adequately cover the damage or unsatisfactory work, any shortfall should be invoiced directly to the Tenant or deducted from their allowance. In the case where the general Contractor is working directly for the Company, a deduction should be made from the Contractor's payment.

QUALITY STANDARDS:

All construction shall be completed with high industry standards and in a professional workmanlike manner. Tenant shall require the Contractor to be responsible to replace and/or repair all work done or furnished that does not meet Landlord's quality standards. All such work shall be in good and usable condition at the date of completion thereof. Tenant Contractor shall guarantee all work performed to be free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant Contractor shall be responsible for the replacement or repair without any additional charge for any and all work done or furnished which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include without additional charge all expenses and damages in connection with such removal, replacement, or repair of any part of the work, which may be, damages or disturbed thereby.

All warranties or guarantees as to materials or workmanship on or with respect to Tenant's work shall be contained in the contract or subcontract which shall be so written that such guarantee or warranties shall insure to the benefit of both Landlord and Tenant, as their respective interest appear and can be directly enforced by either.

ROOF PENETRATIONS:

Landlord has installed plumbing vent stacks and air conditioning ductwork through the roof. Any additional penetrations must be approved by Landlord and completed by Landlord's roofer at Tenant expense. Verify with GGP on-site representative regarding procedures.

SECURITY:

The center is not responsible for security of Contractor's tools, materials or equipment. The Tenant space must be locked when unoccupied.

If the Contractor requires work in an adjacent Tenant's space, it is the Contractor's responsibility to coordinate such work with the Tenant and GGP on-site representative. The Contractor must provide, at his cost, professional security service if the adjacent Tenant requires it.

SERVICE EXIT DOORS (to interior service corridors):

Tenant is to furnish and install a 3"-0" x 7"-0", "B" label door and frame. Tenant's Contractor to cut hole in Landlord's drywall. This door shall be recessed a full width of the door and frame. Tenant Contractor shall equip the doors with code required hardware

including closer, latch set, peephole, astragal, threshold, and required signage. Provide 2" high black vinyl, store space number and Tenant name. Continue corridor treatment into recessed vestibule. Provide sprinkler head in alcove area.

STORAGE OF MATERIALS:

All building materials must be stored within the limits of the Tenant's lease area. No storing of materials in corridors, mall areas, vacant lease space, etc. will be permitted. No flammable materials are to be stored except that which is to be used during that construction day. Storage containers (gang boxes) must be metal and lockable. Failure to comply with this regulation will result in removal of all materials.

STOREFRONT ADDRESS:

Provide store address at lower right hand corner of storefront. Letters shall be helvetica white and 3" in height, inside mount and permanent. Coordinate location with GGP's on-site representative.

STOREFRONT CONSTRUCTION:

Construction or design elements will not be allowed to project beyond Tenant's lease line. Storefronts shall be self-supporting from the floor slab. Limited vertical bracing is permitted from main mall structural member's top chord. Provide ¾" black reveal across the horizontal top of the storefront to be flush with Landlord neutral material. Tenant side of storefront bulkhead shall be sealed smoke tight to deck to ensure 1 hr. enclosure.

STOREFRONT GRILLE KEY SWITCHES:

Locking devices for storefront closures must be mounted as inconspicuously as possible. Switch covers are to match adjacent storefront materials or colors. Maximum height of switch above finish floor shall be 12" and not to be located facing the mall. Roll down grille shall be completely enclosed in gypsum board.

STOREFRONT SIGNS:

All storefront signs must be installed per Landlord's approved sign drawings. No stickers are allowed on the sign. All storefront glass must be safety plate or tempered butt joint maximum 1/4". NO SILICONE JOINTS ALLOWED. Provide clips if necessary for minimum deflection.

The Contractor is not allowed to post any signs visible to the common areas. The landlord must post all signage.

SPRINKLER SYSTEM:

All drain downs will be conducted by the contractor's sprinkler contractor under observation of a security officer.

Note: Sprinkler shop drawings must be submitted to Landlord' Insurance Underwriter.

TELEPHONE SERVICE:

The Tenant must apply for telephone service.

TOILET VENTILATION SYSTEM:

Each Tenant shall provide its own exhaust fan air circulation and treatment system in accordance with the requirements of all applicable codes. Tenant toilet exhaust fan to have back draft damper. Tenants will provide a mechanical ventilation system in each toilet room and it shall be wired to operate whenever the toilet room lights are on.

TRASH:

Trash dumpsters may be provided by the Tenant's Contractor and shall be placed in designated areas for temporary periods during construction. The placement of these dumpsters must be arranged in advance with the GGP on-site representative. All dumpsters that will be placed on asphalt, must be placed on ³/₄" plywood to prevent damage to the asphalt.

The trash may be accumulated in the Tenant space for one day only and must be removed before 8 a.m. the following day. The Contractor will be responsible for cleaning up any mess in the common area caused by the trash removal.

No construction trash or merchandising boxes are to be put in the shopping center compactors.

If the trash has accumulated for a 24 hour period or longer within the Tenant's premises or in the mall or service corridors, the landlord will remove that trash at a charge of 1.5 times the landlord cost.

WALLS AND PARTITIONS:

Landlord shall provide only the 16 gauge metal studs for the partitions separating Tenant from other Tenants. Landlord shall install metal studs and 5/8" fire core gypboard, on corridor side only, separating Tenant from service corridors. Tenant must furnish and install a one-hour rated 5/8" fire core gypboard wall finish on all common dividing partitions and/or the Tenant side of the service corridor smoke tight.

WELDING:

It is the responsibility of the Contractor to obtain all necessary governmental permits for welding and to contact the GGP on-site representative for authorization prior to any welding being performed. The Contractor shall post an observer at the site for a minimum of thirty (30) minutes after completion of any welding. The Contractor must obtain a "hot work" permit from the Mall Management office.