

SIMON[®]

REQUEST FOR PROPOSAL

Bloomington Court
Bloomington, Illinois

Roof Recovery Project on selected flat roof areas of the Bloomington Court on designated roof sections above the Ross Dress for Less tenant space

January 7th, 2011

Section 1: Executive Summary

You are invited to submit information for the provision of the following, which is further described in Section 3 of this document:

Roof Recovery: Removal of the existing stone ballast and loose laid EPDM membrane. Installation of a new .060 reinforced mechanically attached PVC or TPO single ply roof system over recovery board and existing insulation as specified over the various designated roof sections above tenant space Ross Dress For Less at the Bloomingdale Court Mall in Bloomingdale, IL.

The goal is to have a contract with a completion date of work or product delivery in the timelines established herein.

Simon Property Group Overview

Simon Property Group is an S&P 500 company and the largest public U.S. real estate company. Simon is a fully integrated real estate company which operates from five major platforms - regional malls, Premium Outlet Centers®, The Mills®, community/lifestyle centers and international properties. Within these platforms, nearly all retail distribution channels are represented - from community centers to power centers to lifestyle centers to Premium Outlet Centers to value-oriented regional malls to mega-town centers and super-regional malls. Our strategy is to have a significant presence in each of these elements of the retail real estate spectrum since all of these channels have appeal to our retailers and consumers.

Simon owns or has an interest in 324 properties in the U.S. comprising 246 million square feet of GLA in 41 states plus Puerto Rico. We also have an interest in 52 European shopping centers in France, Italy and Poland; seven Premium Outlet centers in Japan; one Premium Outlet center in both Korea and Mexico; and one shopping center in China.

Simon is an NYSE listed company (NYSE: SPG). For further information, visit the Company's website at www.simon.com.

Mall Property Overview

Bloomingdale Court is a strip shopping center located in Bloomingdale, Illinois

RFP Goals

The purpose of the RFP is to understand the contractor's capabilities, approaches and tools to provide a solution for Simon's needs, as well as to solicit a cost for those services. Responses to this RFP will provide us with the appropriate level of information to make an informed decision. We are looking for the contractor/vendor to propose a comprehensive solution approach that will ultimately provide both the detailed processes to develop the solution, provide the product to support our needs, manage the implementation and installation, and to make recommendations to further reduce overall cost and improve productivity.

Section 2: Administrative Information

Key Contact

RoofingProjects.com, will be the Procurer for this project. The contact information is as follows.

Tom Sweeney, President
39 Wall Street
Norwalk, CT 06850

Telephone: 203-231-2843
Fax: 203-357-7818
Email: rpsales@earthlink.net

All requests for information MUST route through the individual above.

Announcement of Intent to Respond

All Contractors who receive this RFP must acknowledge their intent to respond by purchasing the bid opportunity as it is displayed on this project's specific Project Description Page.

Due Date: Prior to the close of the bid period, which at this time is 3:00 PM, EST, January 20th, 2011. If there is an adjustment in the bid period then all contractor's that have purchased the Project Package will be notified by email prior to the close of the bid period.

All Contractor's intent to respond will be recorded by RoofingProjects.com at the time of purchase of the bid opportunity.

Questions and RFP Clarification

The Contractor's/Vendor's respondent is responsible for obtaining clarifications on the scope and requirements of the RFP, and must not take advantage in any way of missing or incorrect information in the present document. The Respondent who is uncertain regarding the meaning of a portion of the RFP or who believes that portions of the RFP are inaccurate, ambiguous, contradictory or lack information should contact the key contact noted above.

In the event that you should have any questions, these shall be submitted thru the "Ask Your Questions" Link found within the purchased Project Package. Mail to the key contact listed above. Subsequently, all legitimate submitted questions will be answered and displayed for all contractor's that have purchased the Project Package and each contractor will be emailed (to the email address submitted with the registered user that purchased the Project Package) when a question has been answered.

If, in Simon Property Group's opinion, significant issues arise from the questions and/or clarifications, we may choose to issue an amendment to the RFP. If an amendment is deemed necessary, all parties recorded as having acknowledged receipt of the RFP documents and

expressed an intention to submit a response will receive a copy. If an amendment is issued, we will review the response deadlines and adjust, if appropriate.

During the evaluation process, Respondent's may be asked to present their findings and solutions either via an on-site meeting at the mall offices or via Telephone Conference Call.

Proposal Response Time Frame and Key Dates

Assuming that normal conditions prevail, we anticipate adherence to the time frame outlined below. Any changes to these dates will be communicated to all RFP participants.

January 7, 2011	January 13, 2011	January 20, 2011	January 20, 2011
RFP Sent via e-mail and/or faxed Hardcopy	Optional Onsite Pre-Bid Meeting: 1:00 PM	Questions on RFP submitted	Proposals due to Simon thru Roofing Projects.com @ 3 :00 PM

Section 3: Required Scope of Work

1. Work specified herein shall be provided only to the extent and as applicable to the work included in this specification.
2. Remove all existing stone ballast and existing loose laid EPDM membrane.
3. Install new recovery board insulation over the existing insulation, staggering all board joints, including all layers.
4. Mechanically fasten all existing and recovery board insulation to the roof deck.
5. Install new roof system over the existing insulation and recovery board substrate a mechanically attached FM approved .060 mil reinforced TPO or PVC single ply membrane substrate mechanically attached to FM-I60 Guidelines.
6. Install tapered crickets or saddles at the all perimeter edges having thru-wall scuppers
7. Install specified FM approved sheet metal flashings and accessories that meet the stated FM-I60 wind uplift guidelines – include all clips, sealants, fasteners, and connections to make watertight.
8. Coordinate all necessary disconnects and reconnection of roof top equipment required to install new roof system with Simon Property proved electrician and HVAC contractor.
9. Replace all existing flashing collars and strainers for each drain within the project area.
10. At all existing roof drains cut out and remove the existing insulation in an area of 4' x 4'. Install tapered insulation sump to provide positive pitch to the drains.
11. Install manufacturers walk pads at door way entry and at all serviceable roof top units. A lineal foot price is available on the bid form for additional walk pads to be determined later.
12. Include in Base Bid Price \$1,000 to cover the cost of FM Global Risk drawing and plan review that will be billed to the successful contractor that submits the roof package for review.
13. Provide manufacturer's 20 (Twenty) year and contractor's 2 (Two) year watertightness warranty(s)
14. Contractor shall be completed with all work no later than the week of February 21, 2011.

Section 4: Specific Instructions/Additional Vendor RFP Responses

This section provides guidelines and detailed instructions to answer questions and bid on all services described herein. All instructions below should be strictly followed unless otherwise stated.

General Instructions

The intent of this RFP is to allow you, the bidder, the opportunity to respond to the requirements of the RFP. Please provide as much detail as is required to fully explain your methodology in developing the solution by answering the questions on the “Tell the Owner About Your Company” Link found within the Project Package.

Contractor/Vendor must submit their bid through the online bid form found at the “Bid the Project” link found within the purchased Project Package on RoofingProjects.com.

Contract Type

The Contractor/Vendor selected by Simon will be required to execute one or more agreements (“Service Agreement”) with one or more ownership entities at the Property. The Property may require Vendor to enter into separate Service Agreements for various sections of the Property. The contract terms and conditions, as outlined herein, are non-negotiable. Submission of a proposal signifies Respondent’s agreement to these terms.

It is currently anticipated that the Service Agreement will be a **Fixed Price** contract. In the case of a Fixed Price contract, there will be no final adjustment to actual expenses incurred by Vendor to perform the duties detailed out in this RFP. The Property requires that all duties called for in the RFP be carried out in a first class manner.

Additional Questions Requiring Bidder Response

The following questions require bidder response. Responses should be provided in Microsoft Word format, stating the question first, verbatim, followed by the answer/response. It is imperative that bidders follow this format.

“No Additional Information is Required”.

Required Forms to be submitted

Respondent is required to submit the following Simon Forms as part of their response:

“No Additional Forms are Required”.

Special Payment Processes or Required Payment Forms

“No Special Processes are Required”.

Section 5: RFP Terms and Conditions

Respondent Acceptance of RFP

By submitting a proposal, the Respondent signifies acceptance of the terms and conditions of this RFP.

Simon Property Group Ownership

It is Simon Property Group's, intent that all service descriptions, specifications, reports, data, ideas, discoveries, inventions, systems, developed, modified, created by the Respondent pursuant to the definitive agreement which results from this RFP will be deemed work for hire and Simon shall have sole and exclusive rights of ownership therein. All such items shall be treated as confidential and proprietary information of Simon. The Respondent shall execute and cause any subcontractor, if any, providing the services to execute any and all assignments and other transfer documents which are necessary, in the opinion of Simon for Simon to retain all rights, title and interest in such items.

Acceptance / Rejection Process

Simon Property Group reserves the right to make an award without further discussion of the proposals submitted. Subsequent to the receipt of the proposals, and at Simon's option, discussions may be scheduled with individual respondents if it becomes necessary to clarify elements of their proposal. Each Respondent shall be prepared to elaborate upon and clarify its written proposal. Proposals will be reviewed for business value, completeness, competitiveness, simplicity and realism. Decision will be based on the proposal(s) that Simon Property Group determines best meet(s) their business and operational requirements. Simon Property Group also reserves the right to reject any/all proposals received or any part thereof. Simon Property Group may accept a proposal for all or a portion of the work proposed.

Amendments and Withdrawal

Simon Property Group reserves the right to amend this RFP prior to the due date of the Proposal. If it becomes necessary to amend any part of this RFP, an addendum will be provided to all potential respondents.

Confidentiality

Information as used herein shall mean both (i) written information received from the other party which is marked or identified as confidential, and (ii) oral or visual information identified as confidential at the time of disclosure which is summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure.

Each party may use information received from the other party hereunder, and may provide such information to its parent corporations, if applicable, and their respective employees for their use only in connection with the evaluation and execution of this RFP. Each party agrees that, for a period of two (2) years from receipt of information, such party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the information received. The foregoing shall not prevent either party from disclosing information which belongs to such party or is (i) already known by the recipient party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party without obligation of confidentiality, (iv) independently developed by the recipient party without use of the other party's information, (v) disclosed without similar restrictions to a third party by the party owning the information, (vi) approved by the other party for disclosure, or (vii) required to be disclosed

pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with notice of such requirement prior to any such disclosure.

Media Release

Except for any announcement intended solely for internal distribution by the Respondent or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the Respondent, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by the Respondent or its employees including the name, trade name, trademark or symbol of Simon Property Group, L.P or any of its affiliates, or any other developer, owner or mall, shall be coordinated with and approved in writing by The Procurer prior to its release. Respondent shall not represent directly or indirectly that any service provided by the Respondent to Simon Property Group and has been approved or endorsed by Simon Property Group or include the name, trade name, trademark or symbol of Simon, Simon Property Group or any of its affiliates on a list of Respondent's customers without the Procurer's express written consent.

Cost of Proposal Preparation

Simon Property Group accepts no obligation for costs incurred by prospective Bidders in anticipation of receiving an award pursuant to this RFP. The costs of developing and submitting a Proposal are entirely the responsibility of the Bidder. All Proposals will become the property of Simon Property Group. Simon Property Group has the right to use such Proposals and other materials or information and any or all ideas presented therein without cost or obligation.

Inquiries/Submission

Non-compliance to the terms and conditions of this RFP may result in the rejection of a proposal. Valid questions concerning this RFP should be asked through the "Ask Your Question" link provided within the purchased Project Package. Valid questions regarding the RFP will be answered in and those answers will be sent to all respondent's purchasing the Project Package via email and will be displayed within the "Answers to Questions" link within the purchased Project Package.

Lawsuits and Legal Actions

Simon Property Group requires information about any significant or relevant lawsuits, liens, restraining orders, consent decrees, foreclosures or other legal/financial actions either now pending, in progress or which have been brought against the company or any of its officers/principals in the past three years. For lawsuits, please include date initiated, plaintiff, description, name of court location, docket number, resolution and current status.

LEED for Existing Buildings

Respondent is encouraged to identify and provide as an alternative(s) bid to the Required Scope of Work in Section 3 any product(s) or process(s) which will assist Simon Property Group in meeting the requirements of LEED for Existing Buildings: Operations and Maintenance Green Building Rating System requirements outlined by the U.S. Green Building Council. The alternative(s) must be specifically identified as an alternative and must also include any

supporting documentation providing such alternative(s) meet the requirements. If possible, list the credit or prerequisite for which the product or service is applicable.

Sub-contracting and Assignment

The Respondent shall not sub-contract the whole or any part of the Contract or any Work including subcontracting or labor only, without the prior written consent of Simon. If such consent is given it shall not relieve the Respondent from any liability or obligation under the Contract or the Work and the Respondent shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents or employees as fully as if they were the acts, omissions, defaults or negligence of the Respondent.

If consent is granted by Simon under the above clause, the Respondent shall ensure that all rights, duties and obligations that the Respondent has under the Contract or Work shall be included in any contract that the Respondent has with any sub-contractor.

The Respondent shall not assign the Contract or any Work in whole or part or any benefit or interest therein with the prior written consent of Simon.

Non-Solicitation

Until contract award, Respondent shall not, directly or indirectly, solicit any employee of Simon in order to accept employment with the Respondent, its affiliates, actual or prospective subcontractors, or any person acting in concert with the Respondent, without prior written approval. This does not prevent the employment by a Respondent of a Simon employee who has initiated contact with the Respondent.

Proposal Evaluation Criteria and Selection Process

A cross-functional team representing all essential disciplines will be responsible for evaluating Respondent proposals and developing a course of action. It is only this team that is empowered to review the responses and make recommendations accordingly. Simon intend to select a Respondent based on the determination of which proposal is most advantageous to Simon in terms of financial attractiveness, the quality of business, technical capabilities for our markets, and mitigation of risk. Simon reserves the right to select a successful respondent on a basis that provides the highest value proposition and not solely on the lowest cost.

Proposals will be evaluated based upon several criteria including, but not limited to, the following:

- Pricing for all aspects of scope of work as requested in this Request for Proposal.
- Capabilities and functionality.
- Company's customer service and professionalism.
- Ability to offer product technical support.
- Experience to offer similar solutions.
- Ability to fulfill Simon's future business needs.
- Quality of Response and subsequent interactions with Simon.

The team reserves the right to contact and evaluate Respondent's subcontractors references; contact any Respondent to clarify any response; contact any users of Respondent's services; solicit information from any available source concerning any aspect of the proposal; seek and review any other information deemed pertinent to the evaluation process.

Oral interviews and site visits may, at Simon's discretion, be conducted with Respondents who submit proposals determined to best meet the needs of Simon. Discussions may be conducted for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

The cross-functional team will maintain an arms-length relationship with Respondents. The Simon key contact listed in Section 2: Administration will be the sole source of contact relative to Request for Proposal questions for both internal and external responses.

Section 6: Contract Terms and Conditions

Contract Term.

The term of this Agreement shall commence on the Agreement Commencement Date and shall continue in full force ending on the Agreement Ending Date, unless sooner terminated as herein provided. Notwithstanding anything herein to the contrary, either Owner or Contractor may at any time during the term hereof, or any renewal term, terminate this Agreement on thirty (30) days advance written notice to the other party. In the event this Agreement expires and terminates as hereinabove provided, but Contractor thereafter continues to furnish services or materials to Owner, the same shall be subject to all of the terms and conditions of this Agreement, to the extent that the same are applicable to an employment relationship at will.

Renewal.

The term of this Agreement shall automatically be renewed with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice is given by either party to the other, not less than thirty (30) days prior to the expiration of the then current term. HOWEVER, if the term of this Agreement is less than thirty (30) days, either party must give advance notice equal to at least one-half (1/2) of the contract term. One-Time Service Agreements as designated in paragraph 2 shall not be renewable.

Payment.

Owner shall pay Contractor for all services, labor, materials and equipment furnished hereunder according to the agreed job price and payment schedule set forth herein and/or in Exhibit A attached hereto. In order to receive payment hereunder, Contractor shall furnish Owner with an itemized statement of all charges for which payment is sought. Contractor shall also furnish Owner with vouchers, receipts, affidavits or other proof which may reasonably be requested or required by Owner in order to support Contractor's charges for labor and material furnished by subcontractors and suppliers. Contractor shall also furnish lien waivers from subcontractors and suppliers. In no event shall Contractor be entitled to receive payment for any item of service or materials hereunder unless and until Contractor first has paid his laborers, subcontractors, material men and suppliers for all services, labor, materials and equipment furnished.

Excusable Delay; Changes in Services; Assignment Prohibited; Separate Contracts.

All services, labor, materials and equipment to be performed and furnished by the Contractor hereunder shall be performed and furnished according to the schedule set forth in Exhibit A, provided however, that Contractor shall not be liable for reasonable delays in performance of any said services through no fault or neglect of his own, due to inclement weather, unavoidable casualties, acts of God, strikes or shortages of materials. The terms and conditions of this Agreement form shall control in the event of a conflict with terms and conditions in Exhibit A or any other attachment. It is further understood and agreed by the parties that any additional services, labor, materials or equipment which the parties may deem necessary shall be furnished only upon written proposal and bid submitted by Contractor in advance and written approval thereof by Owner in advance. Likewise, any deletions of scheduled services may be made only upon written recommendation by Contractor in advance and with written approval thereof by Owner in advance.

Additional services, if any, shall be paid for at the price agreed upon by the parties, along with the regularly scheduled payments hereunder. Contractor shall be entitled to receive payment only for services approved and agreed upon by Owner in writing, in advance, and actually performed and rendered according to the terms and conditions herein provided. Contractor shall not assign this contract, or his right to payment hereunder, to any other party without Owner's prior written consent, and Contractor shall not delegate any of its duties hereunder, except to subcontractors expressly approved by Owner in writing in advance. Contractor shall be liable and responsible for the services of any and all subcontractors. Owner hereby reserves the right to let other contracts to other contractors for any and all services not expressly set forth herein and/or on Exhibit A, and Contractor will cooperate with any other contractors employed by Owner.

Contractor's Warranty and Liability.

Contractor warrants and agrees that all materials used and furnished hereunder will be of good quality and suitable for the purpose furnished and that all labor will be done in a competent and workmanlike manner. Contractor shall repair, correct and remedy any defect or deficiency in workmanship and shall replace any defective materials, fixtures or equipment used, installed or placed in or upon the Shopping Center, provided that Owner gives Contractor written notice of any such defect within one (1) year after such services have been completed. Contractor shall assign any manufacturers' warranties of duration greater than one (1) year to Owner. Contractor shall be liable for any injury caused to the Shopping Center or any persons or property thereon by him or any of his employees or subcontractors in the performance of the services required hereunder. Contractor shall indemnify and hold Owner harmless from any loss, cost, damage, liability or other expense whatsoever that Owner may suffer or incur as the result of a failure of materials and workmanship to be as warranted.

Contractor's warranty shall extend to and cover all services, labor and materials furnished by subcontractors and materials and Contractor shall be responsible to Owner in all respects for the services of any subcontractors and the material furnished by any materialmen. Contractor shall comply with all applicable laws, ordinances and governmental regulations in the performance of the services required hereunder.

Termination of Agreement; Default.

In addition to the other rights granted to Owner hereunder, Owner shall have the right to terminate this Agreement and the employment of Contractor hereunder, by giving written notice to Contractor or his legal representative, if Contractor should die, become insane or attempt to assign this Agreement or if he should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to supply enough properly skilled workmen or proper materials to perform the services required hereunder, or if he should fail to make prompt payment to subcontractors or for materials or labor, or if he should fail to obtain or maintain any of the insurance coverage required hereunder, or if he should persistently disregard laws, ordinances or the instructions of Owner, or otherwise be guilty of a breach or violation of any provision of this Agreement, for which termination shall be effective immediately upon the giving of such notice by Owner to Contractor. Notwithstanding such termination of this Agreement, Owner shall also have, and hereby reserves, the right to recover damages, including, without limitation, consequential and incidental damages, from Contractor for any loss suffered by Owner as a

result of any breach or default by Contractor hereunder. Failure or forbearance by Owner to terminate this Agreement upon the occurrence of any breach or violation hereof by Contractor for any other event of default shall not constitute a waiver by Owner of such breach, violation or default on that occasion or upon the occurrence of a similar breach or violation upon a future occasion. If Owner is required to bring or defend any action arising out of this Agreement, or to enforce or defend the provisions hereof, Owner shall recover its reasonable attorney's fees and costs from Contractor.

Risk of Loss.

All services performed by Contractor hereunder shall be done and performed solely at Contractor's own risk, and it is understood and agreed by the parties that Contractor is an independent contractor and not an agent or employee of Owner.

Indemnity.

(a) To the fullest extent permitted by applicable law, Contractor shall, at Contractor's sole cost and expense, defend, indemnify, and hold harmless, 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 ("Owner Parties") from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties in any way relating to or resulting, in whole or in part, from Contractor's performance or alleged failure to perform the services under or in connection with this Agreement.

(b) The indemnity set forth herein will apply regardless of the active or passive negligence or joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner Parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Shopping Center is located that a Claim was proximately caused by the sole negligence or intentional wrongdoing of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties.

(c) To the fullest extent permitted by applicable law, Contractor shall indemnify and save Owner Parties harmless from any and all claims, demands, or suits that may be brought against Owner Parties by any employee, representative or agent of Contractor, or any legal representative or successor of any of them, in any way arising out of or incident to the services, irrespective of whether such suits are brought about by the negligence or fault of Owner Parties or anyone for whose acts Owner Parties may be liable.

(d) The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

Insurance.

Contractor shall, at all times during the term of this Agreement and any extension(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance, naming the Owner Parties as "additional insured" using Insurance Services Office, Inc.'s

additional insured form CG 20 26 11 85, without modification, which shall provide that Owner Parties are additional insureds with respect to liability arising out of Contractor's ongoing and completed operations and providing that no such insurance may be cancelled without at least thirty (30) days written notice to Owner by certified mail to Owner's notice address specified herein:

- (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than \$2,000,000.00 (\$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) per occurrence, with a \$2,000,000.00 (\$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) policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions.
- (b) An automobile comprehensive liability policy with combined single limits of not less than \$1,000,000.00 per occurrence.
- (c) Workmen's Compensation and Occupational Disease insurance as required by the laws of the state where the Shopping Center is located.
- (d) Employer's liability insurance with a \$1,000,000.00 limit.
- (e) A certificate issued by the Industrial Board or other appropriate agency in the state where the Shopping Center is located, evidencing Workmen's Compensation and Occupational Disease insurance is in full force and effect.
- (f) Such other insurance as may be required from time to time by Owner.

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 copy of each insurance policy or 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.

Note: Contractor must provide for and meet the requirements of General Liability Insurance and Indemnification as outlined above, when providing their bid response. If Contractor's current coverage does not meet the required levels of insurance and indemnification, and Contractor is having to increase their coverage at an additional cost, please identify on the bid summary form the additional cost of the increased coverage that is being passed on to Simon. In addition, please provide documentation providing what Contractor's standard coverage and limits are. If Contractor's current coverage exceeds Simon's levels of insurance and indemnification, and Contractor is providing a decrease in cost, please identify those cost savings on the bid summary sheet and provide documentation of the coverage and indemnification.

Upon notification by the Owner to the apparent winning Contractor, the Contractor will have 10 days for their insurance provider to supply the Owner with the Contractor's General Liability Declaration page. This Declaration page must come directly from Contractor's insurance provider to the Owner via electronic email or fax. The Declaration page must show an itemized breakdown of the Contractor's yearly costs and coverage for General Liability Insurance. Owner reserves the right to

withdraw winning contract from any Contractor who does not produce their General Liability Declaration page within the deadline stated above.

Waiver of Lien.

Contractor, for himself and for all subcontractors, mechanics, journeymen, laborers, materialmen and suppliers, does hereby waive the right to hold, claim, assert, file or enforce any mechanic's lien or materialmen's lien or any lien rights whatsoever against the Shopping Center or the building and improvements located therein, or the real estate upon which the Shopping Center is located. Neither Contractor nor any subcontractor, mechanic, journeyman, laborer, materialmen, supplier or any person, firm or corporation, for any cause whatsoever, shall have any right to hold, claim, assert, file or enforce any mechanics' lien or materialmen's lien against the Shopping Center for any services, labor, materials, or equipment furnished therein. Contractor shall not cause, suffer or permit any mechanic's lien or materialmen's liens to be filed against the Shopping Center or any buildings or improvements therein or the real estate upon which it is located and Contractor shall indemnify and hold Owner and the real estate, buildings and improvements harmless from and against any such liens for labor and materials.

Limitation of Liability.

Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Owner with respect to any of the terms, covenants, conditions and provisions of this Shopping Center Service Agreement and Contractor shall, subject to the rights of any first mortgagee, look solely to the interest of Owner or its successors and assigns, in the Shopping Center for the satisfaction of each and every remedy of Contractor in the event of default by Owner hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

Intellectual Property.

The parties expressly recognize that Contractor's services rendered to Owner under this Agreement ("Services") and all work product resulting therefrom ("Work Product") have been specially ordered and commissioned by Owner as a contribution to a collective work, supplemental work or such other category of work as may be eligible for treatment as a "work made for hire" as that term is defined in the Copyright Act, 17 U.S.C. § 101 et seq. Owner and/or Simon Property Group, L.P. and/or its affiliates shall be deemed the sole author of the Services and Work Product, their contents and any work embodying or derived from any portion of the Services and Work Product, and their attendant intellectual property rights.

Binding Effect; Entire Agreement.

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and personal representatives of the parties, subject however, to the restriction upon assignment by Contractor as hereinabove set forth in Section 9. Owner expressly limits its acceptance to the terms contained in this Agreement and objects to any additional or different terms set forth in any attachments hereto. This Agreement contains the entire agreement between the parties and cannot be modified or amended without a written agreement executed by both of the parties.

Audit

(a) No acceptance of any account stated, invoice, billing statement or payment tendered by Owner shall be construed as either an accord and satisfaction that the amount claimed to be due from Owner is in fact the correct amount or as a release or waiver of any claim that Owner may have to dispute the billing or for reimbursement of excess payments.

(b) Owner or authorized employees, agents or representatives of Owner (including a third-party auditor or firm) shall have the right to interview personnel and inspect, examine, copy and audit the books and records of Contractor relating to the Project and all associated work, costs and expenses. Contractor shall, for a period of three (3) years following the date of any final payment made by Owner for any goods or services provided pursuant to the Agreement, keep and preserve at all times at the Contractor's business all documents and records (whether in written or electronic format) that pertain in any way to the Agreement, including, without limitation, records related to bidding (including but not limited to bids by Contractor, subcontractors and material suppliers), invoices and receipts for material and services from subcontractors, material suppliers or other vendors, payroll records (including, without limitation, employee work schedules and payroll records) and full, complete and accurate books of account. Any such audits shall be conducted within three (3) years following the date of any final payment made by Owner for any goods or services supplied pursuant to the Agreement, and shall take place during Contractor's normal business hours (or as otherwise may be agreed), upon not less than seven (7) days prior written notice.

(c) To the extent this Agreement is based, in whole or in part, on time and materials, or cost plus or such other similar arrangement, the purpose of the audit shall be to verify compliance with the Agreement and the accuracy of amounts charged by Contractor for any goods or services provided pursuant to the Agreement, and all amounts billed or paid shall be subject to audit. If such audit discloses that Contractor has overcharged Owner or that Owner has paid any excess amount, Contractor shall pay Owner, upon demand, the amount of any excess payment or, if payment has not been made, revise any account statement, invoice or billing to reflect the correct amount owed. If, as a result of such audit, it is revealed that Owner has been overbilled or overpaid amounts owed by one percent (1%) or more, then, in addition to making full repayment of the amount of the overpayment, Contractor shall reimburse Owner for the cost of the audit.

(d) Only to the extent this Agreement is based on a lump sum or fixed sum or other similar arrangement, the purpose of the audit shall be to determine compliance with the Agreement, including, without limitation, any and all requirements for deliverables, approved plans and specifications, and any provisions regarding pricing of any change orders.

Background checks-compliance certification

To the extent permitted by applicable federal, state and local law (including, but not limited to, the federal Fair Credit Reporting Act and Americans with Disabilities Act), Contractors shall conduct appropriate criminal background and reference checks of personnel assigned to work at Simon facilities. Contractor represents and warrants that it will conduct any criminal background or reference checks in a lawful manner.

Contractor represents and warrants that, an Employment Eligibility Verification (commonly known as an I-9 Form), issued by the U.S. Citizenship and Immigrations Services, has been properly completed, for each Contractor employee that works at a shopping center owned and/or managed by Simon Property Group (hereinafter referred to as an "Employee") and the I-9 Form for each Employee is maintained by Contractor.

Contractor will certify to Mall Management that it has complied with the obligations in this paragraph. Contractor will provide this certification upon request by Mall Management but, in any event, will provide a certification letter to Mall Management within 30 days following the effective date of any contract and, subsequently, in January of each year.

Code of Conduct; Fraud Hotline

By its execution of this Agreement, Contractor hereby certifies that it has in place a Code of Conduct which can be accessed at www.wm.com by clicking on the links to Ethics & Diversity/Code of Conduct (the "WM Ethics Code"). Contractor shall, and shall cause all of its employees and agents to, comply with all policies, requirements, and guidelines set forth in the WM Ethics Code in all respects pertinent to its dealings with Owner, Simon Property Group, Inc. and any affiliate thereof during the Contract Term. Additionally, Simon Property Group has established a Fraud Hotline to enhance its commitment to conducting business ethically and to give Contractor a confidential option to report any concerns. If, for any reason, Contractor is not comfortable with its business dealings with Owner and would prefer to remain anonymous, Contractor may call 1.866.363.3728. The Fraud Hotline is manned 24 hours a day, seven days a week by a communications specialist employed by an outside company. All communications will be addressed promptly and professionally without risk of retribution