

Washington Prime Group Standard Work Order Supplemental Terms and Conditions

The following terms and conditions (the “Terms and Conditions”) shall apply to all suppliers, service providers and contractors (each a “Supplier”) that perform services or other work (the “Work”) for Washington Prime Group Inc. or any of its subsidiaries or affiliates (collectively and individually, “WPG”):

1. Only written purchase orders (each a “PO”) issued by WPG shall be valid. Verbal or telephone orders, as well as additions, changes or different conditions, shall be recognized only if they have been confirmed in writing by WPG. The indicated prices shall be considered firm and includes any VAT. All offers, visits, consulting services and drafting of documents unless specifically accounted for in the Work will be free of charge by the Supplier at all times.
2. If the Work involves construction services, such Work includes all materials, tools, labor, equipment, supplies, and supervision of any type as may be required to maintain construction progress and complete the requirements of the PO.
3. Supplier shall, contemporaneously upon execution of this PO, provide WPG with an affidavit setting forth all major suppliers of material and equipment used by the Supplier in the performance of the Work covered by the PO. If such Suppliers have not been determined at the time of the execution of this Agreement, the Supplier’s affidavit will so state and give a reasonable estimate of the dollar amount that will be necessary to perform such sections of the Work. The Supplier shall before final payment, submit a current affidavit reflecting any changes in suppliers. Supplier will also submit final, unconditional waivers of mechanic’s, or materialmen’s liens upon a form approved by WPG for: materials, equipment, or labor furnished to the Supplier. WPG may make any check for payment to the Supplier payable jointly to the Supplier and any supplier of materials, labor, or equipment.
4. To the fullest extent permitted by law, the Supplier shall indemnify, defend and hold WPG and its agents, independent contractors, employees, officers and directors (the “Indemnitees”) harmless from and against (i) all claims, losses, costs and expenses of any nature (including attorney fees) directly or indirectly caused by, arising from, or otherwise relating to the performance or completion of the Work by the Supplier, its subcontractors, their agents or employees, their presence on the property or the breach of this Agreement; provided, however, that with respect to each such Indemnitee, such indemnity shall not extend to the extent of the liability for damages substantially resulting from bodily injury to persons or damage to property initiated or proximately caused by or resulting from the sole negligence of such Indemnitee or its independent contractors, agents or employees, and (ii) all claims for non-payment by subcontractors, sub-subcontractors, laborers, vendors and materialmen for labor or material, and shall indemnify, defend and hold WPG harmless from any construction or mechanics lien, builders trust fund or similar claims. The obligations of the Supplier under this Paragraph shall survive the termination of the PO as to all matters arising prior to the date of termination and shall be fulfilled at no cost or expense to WPG.
5. Until completion and final acceptance of the Work, Supplier shall purchase and maintain the insurance specified below:
 - (a) Worker’s Compensation: Statutory in compliance with the laws of the state in which the Work will be performed. Employer’s Liability: \$1,000,000 Each Accident; \$1,000,000 Disease-Policy Limit; \$1,000,000 Each Employee.
 - (b) Commercial General Liability insurance (including Premises Operations, Personal Injury, Independent Contractors, Products and Completed Operations, Blanket Contractual including the indemnification assumed by the Supplier in this Agreement) covering the Work in an amount not less than
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate, applying to this project only
 - \$2,000,000 Products & Completed Operations Aggregate

The limits of liability above can be met using a combination of primary and umbrella/excess liability policies.
 - (c) Commercial Automobile Liability insurance in a minimum amount of \$1,000,000 each accident covering all, hired or non-owned vehicles used in the furtherance of the Work.

The insurance required above shall be written on an occurrence basis. With the exception of Workers Compensation, Washington Prime Group Inc., its affiliates, subsidiaries and all related companies, including their employees shall be named as additional insureds on all insurance policies. All such insurance shall be primary and noncontributing with any insurance carried by WPG. Before commencing the Work, the Supplier shall furnish a certificate from its insurance carrier (ACORD 25), along with a copy of the Additional Insured endorsement attached, showing that it has complied with the provisions of this paragraph, and providing that the insurance policies will not be changed or cancelled during their term until after at least thirty (30) days' prior notice by registered mail to WPG.

6. The Supplier shall within three (3) days notice from WPG, be prepared to proceed with the Work and perform in accordance with the terms hereof and shall be completed on or before the date or period of performance set forth in this Agreement. The Supplier shall provide WPG with such scheduling input as WPG may reasonably request for WPG's scheduling.

7. If the Supplier is delayed in the progress of the Work by any act of neglect by WPG, or by strikes, lockouts, fire, flood, earthquake, acts of God, war, inability to obtain materials due to government restrictions, or acts of public officials; then the time of completion of the Work shall be extended for a period equal to the delay so caused as measured by the CPM schedule, if applicable. No such delay shall be recognized unless it alone increases the overall critical path duration of the CPM Schedule in effect at the time of delay. Extension of time for completion by WPG, if any, shall be the Supplier's sole remedy for delay and the total contract price will not, under such circumstances, be increased.

8. WPG may terminate the PO by giving two (2) days prior written notice to the Supplier, without prejudice to any other remedy it may have, if at any time there shall be filed by or against the Supplier, in any court, a petition of bankruptcy or insolvency, or for the reorganization of a receiver or trustee of all or a portion of the Supplier's property and, within thirty (30) days thereafter, the Supplier fails to secure a discharge thereof, or if the Supplier makes an assignment for the benefit of creditors, or the Supplier fails to prosecute the Work properly, or fails to make prompt payment to subcontractors, or for materials or labor, or without limitation, fails to perform any provision of the PO. In such event, WPG may terminate the employment of the Supplier and take possession of all or part of the Supplier's materials, tools, equipment, and appliances, and complete the Work by such means as WPG deems fit and charge the cost thereof to the Supplier, crediting or debiting his account as the case may be when the Work under this PO is fully completed and accepted.

9. In addition to the foregoing provisions, the parties also agree that the Supplier shall:

- (a) Not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, national origin or disability.
- (b) Make all claims for extras, extensions of time, damages, delays or otherwise within three (3) working days to WPG - and a failure to submit such a claim shall constitute a waiver of any claim.
- (c) Adequately and properly protect the Work to be performed by it hereunder, to be responsible for damages to persons or property occasioned by its failure to do so. Supplier further agrees that until final acceptance of the Work by WPG as evidenced in writing, the Supplier shall take every necessary precaution against injury or damage to any part of his Work by action of the elements or from other causes. Prior to completion of the Work, Supplier shall replace, at its own expense, any material that is lost or stolen.
- (d) Accept responsibility for all damage caused by the Supplier, which shall be deemed to include the following: Prompt cleaning of rubbish and debris resulting from the Work and removal of same from the project, cleaning or repairing any surface or material damaged or soiled by the Supplier, his Work, or required to be repaired as an immediate part of such Work, provided however, that the Supplier shall not be responsible for any damage existing at the time the Supplier begins Work, and of which the Supplier notifies WPG in writing prior to commencing Work hereunder. If any dispute arises between the Supplier and another Supplier as to which is responsible for any items of damage, the dispute shall be submitted to WPG for a decision and WPG's determination as to responsibility shall be final and binding on the Supplier.

- (e) Comply with all statutory and/or contractual safety requirements applying to this Work and/or initiated by WPG, and shall report within three (3) days to WPG any injury to the Supplier's employees at the site of the project.
- (f) Make any and all changes or deviations from the Work described without nullifying the original PO when specifically ordered to do so in writing by WPG. The Supplier, prior to commencement of this revised work, if Supplier believes that same incurs extra expense to him or credit to WPG, or would change the date of completion, shall submit in writing to WPG within three (3) days prior to commencement of the Work, as revised, the cost or credit proposal for such Work, as revised. Supplier shall not make any deviations from the Work described unless he is so directed in writing by WPG, and no action or inaction of WPG shall constitute a waiver of this clause.
- (g) Comply with all federal, state, and local laws and ordinances applying to the Work and to comply and give adequate notices relating to the Work to proper authorities and to secure and pay for all necessary licenses or permits to carry on the Work as described in the scope of work as applicable to this PO.
- (h) Comply with all federal, state, and local tax laws, social security laws, and unemployment compensation laws insofar as applicable to the performance of the PO.
- (i) The cost of all federal, state, and local taxes, assessments, licenses, and permits, and specifically all sales and use taxes, are considered to be included in the principal sum of the PO and Supplier assumes full liability for payment thereof.
- (j) The Supplier agrees, in performance of the Work, to observe and comply with all applicable federal, state, or local safety rules and regulations including, but not limited to, the Occupational Safety and Health Act of 1970.
- (k) The Supplier agrees to indemnify and hold harmless WPG for, of, and from any loss, including but not limited to any fines, penalties, and corrective measures, WPG may sustain by reason of Supplier's failure to comply with applicable laws, rules, and regulations in connection with the performance of the PO.

10. Warranty.

- (a) If the Work involves the sale of goods, Supplier warrants that the Work will: (i) Conform in all respects to the drawings, specifications, statements of work, samples and other descriptions and requirements relating to the Work that have been furnished, specified or approved by WPG; (ii) Comply with all regulations in force in the countries in which the goods are to be provided; (iii) Be merchantable; (iv) Be free from defects in design to the extent furnished by the Supplier, its related companies or their subcontractors, even if the design or specification has been approved by WPG; (v) Be free from defects in materials and workmanship; and (vi) Be suitable for their intended use by WPG, including the specified performance in the facility or equipment specified by WPG and the environment in which the goods are or reasonably may be expected to perform.
- (b) If the Work involves the provision of services, Supplier warrants that the Work will: (i) Conform in all respects to the specifications, statements of work, and other descriptions and requirements relating to the Services that have been furnished, specified or approved by WPG; (ii) Comply with all regulations in force in the location in which the Services are to be provided; (iii) Be suitable for their intended use by WPG, including the specified performance in the facility or equipment specified by WPG and the environment in which the Work is or reasonably may be expected to be performed; and (iv) Be provided by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for WPG to expect in the circumstances.
- (c) The warranty period for Work shall be the greater of one year after final acceptance by WPG, or the period specified on the PO.
- (d) Claim for Breach of Warranty. Supplier's warranty and any rights of WPG to make a claim under it will be effective even if WPG has accepted all or a portion of the goods and/or services associated with the Work.

11. Supplier shall maintain a separate and distinct set of accounts for the Work in accordance with generally accepted accounting principles and procedures consistently applied by Supplier covering all costs and expenses pertaining to the Work. Such accounts shall reflect time spent by and the rate of compensation paid to the Supplier's employees with respect to the Work, and all travel and other costs and subsistence allowance reimbursable hereunder.

12. WPG shall have title to all work completed or in the course of construction.
13. The PO and all questions arising hereunder are governed exclusively by the laws applicable to contracts made in the State of Ohio.
14. Notice as required by any section of these Terms and Conditions will be deemed to have been given if sent by facsimile transmission; registered or certified mail or national, overnight courier service that provides proof of delivery to the parties at the addresses stated above.
15. The PO may not be modified except by instrument in writing signed by a designated authority of the respective companies. Performance of any part of the Work constitutes acceptance of the PO and these Terms and Conditions.
16. Supplier will not assign or delegate all or substantially all of its substantive duties under a PO without WPG's prior written approval. Supplier will provide WPG with reasonable advance written notice of any assignment of Supplier's right to receive payment under a PO. Any such assignment shall not prohibit WPG from enforcing any of its rights against the assignee. WPG will have the right to assign any benefit or duty under a PO to any third party upon notice to Supplier.
17. Invoices must contain the PO number and a breakdown of labor, materials, and taxes. When received and approved by WPG, invoices will be paid within forty-five (45) days after the date of receipt, provided Supplier has returned a copy of the associated PO, acknowledged by Supplier.
18. A current IRS Form W-9 Taxpayer Identification Number must be on file with WPG prior to any payments. Failure to supply this information will delay processing your payment until this information is received.
19. All out-of-state corporations doing business in the State of Ohio are required to pay State of Ohio use tax regardless of the requirements of their state of incorporation. If you are an out-of-state corporation, you are required to show on your invoice the amount of use tax as a separate line item.
20. Additional services cannot be invoiced for unless/until agreed to in writing and an additional PO is issued by WPG.
21. With respect to each request for payment, the Supplier is responsible for furnishing to WPG all waivers of lien from suppliers of material or labor furnished to the Supplier in excess of \$500.00. For this purpose, conditional waivers of lien are not acceptable to WPG. WPG reserves the right to issue joint checks under circumstances deemed in WPG's best interest.
22. All Work designated in the PO is exclusively subject to these Terms and Conditions. Upon Supplier's acknowledgement of a PO these Terms and Conditions shall be binding. Any different or additional terms and conditions of Supplier/Consultant are objected to and are hereby rejected and shall be of no effect or in any circumstances binding on WPG.