

CONTRACT FOR GOODS AND SERVICES

EastGroup Properties, L.P. ("Owner"), hereby agrees to purchase and Strickland Waterproofing Co., Inc. ("Vendor") hereby agrees to provide the goods and/or services described on Exhibit "A" attached hereto at the buildings and related improvements owned by Owner, subject to the Contract Terms and Conditions set forth in paragraphs 1-23, attached hereto and incorporated herein by reference.

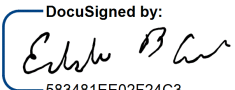
Price shall be as specified on Exhibit A or as mutually agreed between Owner and Vendor, payable within 45 days after receipt of invoice. Invoices shall be submitted to Owner at payables@eastgroup.net.

No alteration, addition, deletion or modification of such Contract Terms and Conditions shall be valid or binding unless made in accordance with the provisions of paragraph 22 hereof.

This agreement is not considered effective until signed by all parties listed below.

VENDOR:

Strickland Waterproofing Co., Inc.

By: 
Name: Eddie Black
Title: Vice President
Date: 9/17/2024

OWNER:

EastGroup Properties, L.P.

By: EastGroup Properties General Partners, Inc,
its General Partner

By: _____
Name: _____
Title: _____
EastGroup Properties, L.P.
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this Contract shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Vendor shall not interfere with the operations of tenants in the Building in Vendor's performance of this Contract. Owner reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract, and Vendor agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Owner after receipt of documentation in such form and detail as Owner may require.

3. **WARRANTY:** Vendor expressly warrants that all goods and services covered by this Contract will conform to the specifications, drawings, samples, instructions, directions or descriptions furnished to or by Owner, and will be performed in a timely manner, in a good and workmanlike manner and free from defect. In addition, Vendor acknowledges that Vendor knows of Owner's intended use and expressly warrants that all goods and services covered by this Contract which have been selected, provided or performed by Vendor, based upon Owner's stated use, will be fit and sufficient for the particular purposes intended by Owner.

4. **TIME OF PERFORMANCE:** This Contract shall become effective upon execution or commencement of performance hereunder, and both parties shall perform their obligations during the term of this Contract. Time is of the essence of this Contract.

5. **PRICE TERMS:** All of the prices, terms and warranties granted by the Vendor herein are at least as favorable to Owner as those offered by Vendor to other customers purchasing similar goods and services under the same material terms and conditions. Vendor agrees that it will pass on to Owner any discounts or savings for prompt payments or rebates for quantity purchasing Vendor receives.

6. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Owner, Vendor shall promptly furnish to Owner, in such form and detail as Owner may direct, a list of all ingredients or components in the goods purchased hereunder or used in connection with the services provided hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods or services purchased hereunder, Vendor agrees to furnish to Owner sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods or services provided, together with such special handling instructions as may be necessary to advise Owner and its respective employees and tenants of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien on the Building or any of Owner's property. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Owner shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Owner from and against any and all liability, loss, claims, costs and expenses, including attorneys' fees, incurred by Owner in connection with any such lien.

8. **INDEMNITY:** Vendor shall indemnify and hold harmless Owner and its agents, directors, officers, shareholders, partners, members, employees and invitees, from all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees), including, but not limited to, any injury to, including death of, any person or damage to any property, arising wholly or in part out of Vendor's breach of this Contract or any action, omission, or neglect of Vendor or its directors, officers, shareholders, members, partners, employees, agents, invitees, or guests, or any parties contracting with such party relating to this Contract. If Owner shall without fault on its part, be made a party to any action commenced by or against Vendor, Vendor shall protect and hold Owner harmless and shall pay all costs, expenses, including reasonable attorneys' fees in connection therewith. Vendor's obligations under this Section 8 shall not be limited by the amount or types of insurance maintained or required to be maintained by Vendor under this Contract. The obligations under this Section 8 shall survive the expiration or earlier termination of this Contract.

9. **LIMITATION OF OWNER'S LIABILITY:** Vendor agrees that Vendor shall look solely to Owner's interests in and to the Building, subject to prior rights of any mortgagee or ground lessor of the Building, for collection of any judgment (or other judicial process) requiring payment of money by Owner in the event of default or breach by Owner of any of the covenants, terms or conditions of this Contract to be observed or performed by Owner, and that no other assets of Owner shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor hereby agrees that no personal or corporate liability of any kind or character whatsoever shall attach at any time for payment or performance of any of Owner's obligations hereunder. In no event shall Owner or its directors, officers, shareholders, partners, members, employees, or agents be liable in any manner for incidental, consequential or punitive damages, loss of profits, business interruption or acts of Owner's tenants. Vendor agrees that Owner shall have no liability for any damage to or loss of Vendor's property, and Vendor understands that it is Vendor's obligation to insure its property. The waivers in this Section 9 shall survive the expiration or earlier termination of this Contract.

10. **INSURANCE:** At all times during the term of this Contract, Vendor will carry and maintain, at its expense and with insurance companies reasonably acceptable to Owner, insurance as specified in Exhibit "B" attached hereto.

11. **SETOFF:** In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Owner; and Owner may deduct any amounts due or to become due from Vendor to Owner and its subsidiaries from any sums due or to become due from Owner to Vendor.

12. **ADVERTISING:** Vendor shall not, without first obtaining the express written consent of Owner, in any manner advertise or publish the fact that Vendor has contracted to furnish Owner the goods or services herein contracted for, or use any trademarks or tradenames of Owner in Vendor's advertising or promotional materials. In the event of Vendor's breach of this provision, Owner shall have the right to terminate the undelivered portion of any goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to termination.

13. **GOVERNMENT COMPLIANCE:** Vendor agrees to comply with all present and future federal, state and local laws, executive orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless the Owner from any loss, damage or liability resulting from any such violation by Vendor of such laws, rules, regulations, codes or ordinances.

14. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

15. **ASSIGNMENT:** Vendor shall not assign or pledge this Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract or employ subcontractors to perform any portion of this Contract without Owner's express written consent, which may be withheld at Owner's sole discretion. Owner may assign this Contract and Owner's obligations hereunder to any successor owner of the Building.

16. [Intentionally omitted].

17. **RELATIONSHIP OF PARTIES:** Vendor and Owner are independent contracting parties and not agents, employees, partners, joint venturers or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments.

18. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the state in which the Building is located.

19. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable, such term shall be deemed reformed or deleted, but only to the extent necessary to be valid or enforceable, and the remaining provisions of this Contract shall remain in full force and effect.

20. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by hand delivery, certified mail return receipt requested or recognized overnight delivery service to the party to be notified at the address specified in the Contract.

21. **TERMINATION:** Notwithstanding anything to the contrary contained in this Contract, Owner may, upon notice to Vendor, immediately terminate this Contract in the event of default by Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for services which has accrued pro rata as of the date of termination, after deduction of all of Owner's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with such default. In addition, Owner may terminate this Contract at any time without cause upon seven (7) days' prior written notice to Vendor. Owner may also terminate this Contract without prior notice upon the sale of the Building by Owner. Vendor shall be entitled to terminate this Contract upon seven (7) days' prior written notice in the event of default by Owner.

22. **ENTIRE AGREEMENT:** This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Vendor and Owner with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a Contract amendment executed by the party to be charged with performance. In the event of a conflict between any term or condition contained in this Contract with any term or condition contained in the Vendor proposal(s), the terms and conditions of this Contract shall control.

23. COUNTERPARTS; ELECTRONIC SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument binding on all parties. Telecopied signatures or scanned and electronically transmitted signatures may be used in place of original signatures on this Contract. Owner and Vendor intend to be bound by the signatures on the telecopied document or electronic transmission, are aware that the other party will rely on such signatures, and hereby waive any and all defenses to the enforcement of the terms of this Contract based on the form of signature.

24. CODE OF CONDUCT: Vendor agrees to comply with the Vendor Code of Conduct attached hereto as Exhibit "C".

Exhibit A
(Description of Goods and/or Services and Price Terms)

Project Name: NATNS2 Waterproofing

Location: 200 Forsyth Hall Drive, Charlotte, NC

Start Date: 9/12/2024

Completed by Date: 9/25/2024

Scope of Work:

SCOPE OF WORK		
<u>SUITE E</u>		
SECTION:	07900 – JOINT SEALANTS	
INCLUDES:	Cut out and re-caulk perimeter of windows	
	Wet seal glass to metal	
	Wet seal metal to metal	
	Clean weeps out	
	Four (4) windows total	LUMP SUM: \$2,950.00
<u>SUITE H</u>		
SECTION:	07900 – JOINT SEALANTS	
INCLUDES:	Cut out and re-caulk perimeter of windows	
	Cut out and re-caulk vertical control joints	
	Wet seal glass to metal	
	Wet seal metal to metal	
	Clean weeps out	
	One (1) window unit and one (1) vertical control joint	LUMP SUM: \$1,700.00

Total: \$4,650.00

Note - Unless otherwise specifically agreed in writing, this Contract shall apply to all services and goods provided by Vendor to Owner and to all entries by Vendor onto property owned by Owner or its affiliate

Exhibit B
Insurance Requirements for Vendors

- 1 The Vendor shall obtain, before the commencement of work, and maintain until the final acceptance of the project, full insurance coverage for commercial general liability, automobile liability, workers' compensation, employers' liability and excess liability as set forth in the contract. The Vendor is hereby made responsible for determining and obtaining the types and extent of such additional insurance as may be necessary to give adequate and complete protection to the vendor and the Owner from claims for property damage and from claims of bodily injury, including death, which may arise from or be connected with this contract, whether such claims relate to acts or omissions of the vendor or any of its subcontractors or suppliers, or anyone directly or indirectly employed by any of them. The Vendor shall name the Owner as an additional insured for both on-going and completed operations on all insurance policies and coverages, and the Vendors insurance shall be primary as to any other valid insurance available to the Owner and shall contain a standard cross liability endorsement, severability of interests clause, and a waiver of all rights of subrogation by the Vendors insurer against Owner. If the Vendor subcontracts work to other parties, the subcontractors are responsible for complying with the same requirements as the Vendor. The Vendor will be responsible for securing the required certificates of insurance and providing them to the Owner prior to the work being performed.
- 2 Vendor shall be responsible for insuring his own equipment used on the site. Owner shall have no responsibility for providing coverage for Vendors tools or equipment.
- 3 Before beginning any work, the Vendor shall deliver to Owner, original Certificates of Insurance, with applicable policy endorsements certifying the types and amounts of coverages required by the contract. No policy of insurance may be cancelled, materially modified or reduced during the period of construction without providing Owner with thirty (30) day notice of such change.
- 4 The Vendor shall be responsible for payment of all premiums for insurance required by this contract, but the vendor's obligations shall not be limited to the purchase of insurance. Vendor shall indemnify and hold harmless Owner for all damages for which insurance should have been provided pursuant to this contract, irrespective of whether said insurance was actually obtained.

**Tier One
Insurance Requirements**

1 Workers' Compensation

- (a) Statutory Coverage
- (b) Employer's Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease, Policy Limit
 - \$1,000,000 Disease, Each Employee
- (c) USL&H Coverages, as required
- (d) Waiver of Subrogation clause in favor of Owner (**copy of policy endorsement required**)

2 General Liability (includes Premises-Operations; Independent Contractors' Protective; Products & Completed Operations; Broad Form Property Damage)

- (a) \$1,000,000 each occurrence (bodily injury and property damage)
 - \$1,000,000 each occurrence (personal injury & advertising injury)
 - \$2,000,000 aggregate limit (products & completed operations)
 - \$2,000,000 general aggregate (other than products/completed operations)
- (b) Products and Completed Operations coverage shall be maintained for a minimum period of three (3) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner when and as requested.
- (c) Property Damage Liability insurance shall include coverage for the following hazards:
 - X (Explosion)
 - C (Collapse)
 - U (Underground)
- (d) Contractual Liability (Hold Harmless Coverage)
- (e) General Aggregate by Location endorsement
- (f) Owner and contracting entity named as Additional Insured on a primary basis for both Ongoing and Completed operations as respects to work performed (copy of policy endorsement required)
- (g) Waiver of Subrogation in favor of Owner (**copy of policy endorsement required**)

3 Umbrella Liability

\$5,000,000 excess Primary Limits on General Liability, Auto and Employer's Liability
10,000 Self Insured Retention

4 Automobile Liability (Owned, Non-Owned, Hired)

- \$1,000,000 per occurrence – bodily injury & property damage
- (a) Owner named as Additional Insured on primary basis (copy of policy endorsement required)

Certificate of Insurance must contain a thirty (30) day notice of cancellation. The Vendor must furnish original Certificates of Insurance, along with copies of required policy endorsements, to Owner prior to commencement of work on the site.

Exhibit C
Vendor Code of Conduct

EastGroup Properties (“EastGroup”, “the Company”, “we”, “our”) is committed to being a responsible corporate citizen and maintaining ethical business practices in accordance with our Human Rights Policy and Code of Ethics and Business Conduct. These policies can be viewed at www.eastgroup.net/priorities. This Vendor Code of Conduct (“the Code”) is intended to be an extension of these commitments, covering a wide range of business practices and procedures applicable to some or all of our vendors, suppliers, subcontractors and consultants (each a “Vendor” and collectively, “Vendors”). While we understand that our Vendors are independent entities, each with their own business practices and policies, we expect our Vendors and others in our sphere of influence to operate in accordance with the baseline expectations within this Code.

Business Practices and Compliance

Anti-Corruption, Anti-Bribery and Anti-Money Laundering	Vendors must comply with all applicable laws relating to anti-corruption, anti-bribery, anti-money laundering and the prevention of fraud and other financial crimes.
Competition and Antitrust Laws	Vendors must not engage in any illegal anti-competitive conduct, unfair market practices, or deceptive trade practices.
Insider Trading	Vendors may not, directly or indirectly, trade securities, including our securities, if they are in possession of material nonpublic information.
Conflicts of Interest	Vendors should avoid conflicts of interests and situations that give the appearance of conflicts of interest.
Preferential Treatment and Gifts	When doing business with EastGroup, Vendors may, for legitimate business purposes, occasionally offer gifts and entertainment to, and accept them from, EastGroup associates, in accordance with EastGroup’s Preferential Treatment and Gifts policy. The EastGroup Preferential Treatment and Gifts policy can be found in the EastGroup Properties Code of Ethics and Business Conduct. However, gifts and entertainment should never be used to gain an improper advantage. Bribes, kickbacks and similar payments are strictly prohibited.
Grievance Mechanisms	Vendors should adopt grievance mechanisms by which their employees can raise good-faith workplace concerns without fear of retaliation.

Human Rights and Employment Practices

As expressed in our Human Rights Policy, we are committed to being a responsible corporate citizen, respecting human rights and supporting the protection and advancement of human rights for all in accordance with the laws of the United States as well as the United Nations’ (“UN”) Universal Declaration of Human Rights.

We support and encourage diversity and inclusion within our business and the organizations with which we do business. We expressly prohibit any form of unlawful discrimination by maintaining workplaces that are free from discrimination or harassment on the basis of race, color, ancestry, national or social origin, gender identification or expression, sexual orientation, marital status, religion, age, disability, ethnicity, political opinion, results of genetic testing, service in the military or any other status protected by applicable law. As part of our sphere of influence, we expect our Vendors to share in these commitments.

Slavery, Forced Labor and Human Trafficking	We do not tolerate slavery, forced labor, or human trafficking in any form and do not knowingly work with any Vendors who engage in such practices.
Labor and Employment, including Child Labor	Vendors shall not employ child labor and must take the necessary preventative measures to ensure they do not employ anyone under the applicable legal minimum age of employment. Vendors must fully comply with applicable wage and hour and benefits laws.
Non-Discrimination, Abuse or Harassment	<p>Vendor shall not discriminate in hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, benefits or training or any other employment practice based on race, color, ancestry, national or social origin, gender identification or expression, sexual orientation, marital status, religion, age, disability, ethnicity, political opinion, results of genetic testing, service in the military or any other status protected by applicable law.</p> <p>Vendor shall treat workers with respect and dignity. Vendor shall not subject workers to any form of abuse or harassment (verbal, physical or visual).</p>
Health and Safety Laws	Vendors must comply with all applicable health and safety laws and regulations.

Environmental Stewardship

EastGroup is committed to examining our environmental practices and seeking ways in which to continually improve in this area. As noted below, we expect our Vendors to conduct their operations in an environmentally responsible manner, complying with applicable environmental laws and regulations, and encourage our Vendors to follow environmental best practices.

Environmental Laws and Permits	Vendors must comply with all applicable environmental laws and maintain all required environmental permits and registrations.
Regulated Substances	Vendors must comply with regulated substance and product content specifications and with any applicable laws prohibiting or restricting the use, content, or handling of specific substances.

Energy and Water Usage	Acknowledging the right to clean drinking water and sanitation as a basic human right, Vendors should strive to reduce water consumption where possible, in addition to implementing energy and waste minimization programs.
Sustainable Products and Services	Vendors should strive to use and provide sustainability-certified materials, products, supplies, and services that align with industry best practices to reduce both adverse environmental and human health impacts.

Compliance and Right to Audit

We expect our Vendors to share this Code with their employees and representatives and ensure that they understand and adhere to it. Vendors should self-monitor their compliance, as well as compliance by their employees and representatives, with this Code. Vendors should consult with us on any matter related to actual or potential noncompliance. If we discover that a Vendor fails to report a known or suspected violation of this Code to us, we reserve the right to terminate our relationship with such Vendor.

Additionally, EastGroup reserves the right to conduct audits of its Vendors to ensure compliance with the Code. Audits uncovering non-compliance with legal requirements may result in termination of business at our discretion.

If any Vendor becomes aware of a known or suspected violation of this Code, or has a grievance relating to such topics, it should be reported promptly to our toll-free ethics hotline number at 1-888-420-8819 or our ethics hotline website at <http://eastgroup.alertline.com/gcs/welcome>. EastGroup Properties does not permit retaliation of any kind against employees for good faith reports or complaints of violations of EastGroup corporate policies or other illegal or unethical conduct.

No Creation of Third-Party Rights

This Code does not confer, nor shall it be deemed to confer, any rights on the part of third parties, including any third-party beneficiary rights. No employees or representatives of a Vendor shall have any rights against EastGroup by virtue of this Code, nor shall they have any rights to cause EastGroup to enforce any provisions of this Code.