

CHARLESTON PLACE

Design and Construction Document Criteria

I. ARCHITECTURAL AND FINISHES: ALL WORK BY TENANT UNLESS OTHERWISE NOTED

A. Floors

1. All slabs on grade shall be minimum 4" thick with minimum strength of 3,000 psi with 6 x 6 No. 10 woven wire mesh. Tenant shall provide additional sand fill and/or remove excess as required and compact 95% modified proctor and install a vapor barrier (minimum 4 mil visqueen).
2. Supported floor slabs shall conform with Landlord's project details, and Landlord's design load of 75 lbs. per square foot.
3. Tenant's finish floor elevation at storefront shall match Landlord's finish floor elevation. See Standard Project Details.
4. All exposed concrete must have sealant application.

B. Storefront Work - refer to "Detail Drawing - Architectural and Mechanical Data" for Landlord's storefront design/construction details.

1. Tenant to provide storefront identification (sign(s)). See Section II for signage requirements.
2. All finish treatments to storefront display windows.
3. A one (1) hour fire stop, at ceiling line to concrete deck above is required for stores affronting the mall concourse.
4. Any mechanical devices (time clocks, grille locks, grille controls, etc.) shall be concealed within Tenant's storefront construction.
5. Electronic surveillance or detection devices shall be incorporated into the storefront design and approved by Landlord as part of Working Drawing submittal.

C. Walls, Partitions, and Separations

1. Landlord shall erect 4" metal stud partition dividing Tenant's lease premises from adjacent Tenants or common areas after placement of Tenant's floor slab.

Note: Tenant shall verify Landlord's placement of wall studs and advise Landlord of discrepancies immediately. Failure of Tenant to notify Landlord of discrepancies shall be deemed as acceptance by Tenant and Tenant shall be responsible therefore.

2. Dividing walls shall receive 5/8" fire code gypsum wallboard with taped and spackled joints from floor to underside of structure above. All standards for the display of merchandise shall be recessed into the demising wall.
3. Tenant's interior partitions shall be made of metal stud framing with gypsum board finish on all sides, with taped and spackled joints. All standards for the display of merchandise shall be recessed into the interior partitions.
4. Tenant shall provide and install non-combustible fire stops as may be required at separations from Tenant's lease space to adjacent areas.

D. Service/Exit Doors

1. Service/Exit doors shall be provided by the Landlord. The door(s) shall be 3'-0" x 7'-0" x 1-3/4" hollow metal door, frame and hardware all in accordance with governing codes.
2. Service/Exit door shall be finish painted and labeled as specified by Landlord.

E. Ceiling Work

1. Ceiling heights shall not exceed height indicated on Space Layout Drawing (Sheet No. 1 of 2). Any Tenant desiring a greater ceiling height must verify the field conditions for existing utilities and be responsible for their relocation in case interference is encountered. Existing workmanship must be maintained (i.e., if relocation is necessary).
2. The minimum ceiling in the "Sales Area" shall be sculptured finish 2' x 2' lay-in with recessed "T" grid minimum.
3. Metal Suspension system shall be used for all ceilings.

4. No combustible materials of any sort may be used or stored above Tenant's ceiling.

F. Floor Covering

1. No vinyl or vinyl asbestos tile is permitted in areas accessible to the public.
2. Carpet strips at material transitions are prohibited. See Standard Project Detail.

G. Interiors

1. Toilet rooms shall have sanitary floors, base and threshold and shall be watertight.
2. Rubbish storage rooms shall be provided in all food or beverage service Tenant areas.
3. Audio systems installed by Tenant shall be designed such that sound will be contained within Tenant's leased premises. No speaker or sound emitting device shall be installed or employed within 20 feet of Tenant's storefront lease line and shall be directed toward the interior of the space.
4. Cash wrap areas shall be no closer than 20 feet from the Tenant's storefront lease line.
5. Stock rooms shall in no way be visible by customers from either the street or mall concourse.

II. STOREFRONT SIGNAGE - PERMANENT

- A. Each Tenant shall identify its premises with a sign at the storefront.
- B. Only the storefront at the lease premises facing malls and/or courts shall be identified with a sign. Tenant's sign shall be subject to the following requirements and limitations:
 1. Interior Signage: Each Tenant will be permitted to install their "corporate graphics" on the interior storefront facade. The maximum size of the letters shall not exceed nine (9) inches. All signs will be non-illuminated. The finishes of the signs will be subject to the Landlord's approval. Polished brass, gold leaf, and painted letters are suitable finishes for interior signs.

The nature of the sign finishes will be handled individually with each store. Lastly, each Tenant will be responsible for the installation of their particular sign after the Landlord has reviewed their Shop Drawings.

2. Exterior Signage: Those Tenants with exterior facade(s) may have:
 1. 9" high letters, dimensional (\pm 1/2" thick) with "gold leaf" finish.
 2. No logos or insignias.
 3. Corporate letter styles are permitted.
 4. Submit shop drawings.

C. The following types of signs or components are prohibited:

1. Signs employing flashing lights.
2. Signs employing exposed raceways, ballast boxes or transformers.
3. Sign manufacturer's name, stamps or decals.
4. Signs employing luminous-vacuum formed plastic letters.
5. Signs of box or cabinet type, employing transparent, translucent, or luminous plastic background panels.
6. Shadow box type signs.
7. Signs employing unedged or uncapped plastic letters with no returns.
8. Any exposed fastening whatsoever.
9. Paper, plastic or cardboard sign, stickers, or decals of any kind hung around on or behind storefront glass or within storefront space.
10. Back-illuminated signs.

- D. The service door of the leased premises shall be identified with a plastic sign uniform to all Tenants in accordance with Standard Project Details.
- E. No signage, temporary or permanent, illuminated or non-illuminated, will be permitted within ten (10) feet of the storefront lease line without prior written approval of the Landlord. Tenant shall submit with Working Drawing plans, indicating the locations, type of details for display or credit card notices or other forms of merchandising signage to be employed at or near Tenant's storefront for Landlord's approval. Landlord reserves the right to require the removal or cause to be removed, any storefront signage not previously approved by Landlord.

III. STRUCTURAL

- A. Any alterations and/or additions and reinforcements to Landlord's structure to accommodate Tenant's work shall be subject to prior written approval of Landlord. Tenant shall leave Landlord's structure as strong or stronger than original design with finishes unimpaired.
- B. POWER FASTENERS ARE NOT ALLOWED IN POST TENSION SLAB AREAS. Inserts have been provided in underside of slab (approximately 15 per bay) with a pull-out capacity of 1500 pounds. Once post-tension cables are located with the Field Tenant Coordinator, expansion fasteners may be DRILLED into slab to a maximum 3/4" to 1" depth.

IV. MECHANICAL

- A. Plumbing
 - 1. Landlord's Work
 - a. On-site water supply mains for domestic and fire protection, shut-off valves and fire hydrants. Interior domestic hot and cold water branch lines stubbed above Tenant's lease premises at a point to be determined by Landlord.
 - b. Sanitary and plumbing vent branch lines stubbed above or below Tenant's leased premises at a point to be determined by Landlord.
 - 2. Tenant's Work

- a. Plumbing fixtures and distribution systems including all rough-in and final connections for same. Hot and insulated cold water lines, drains and vents, and complete installation of and final connections to Tenant's specialty equipment.
- b. Plumbing fixtures and accessories shall be of commercial quality and shall be of water conserving type.
- c. Food and Beverage Service Tenants shall provide cast iron grease traps located within leased premises.
- d. Floor drains shall be provided in toilet rooms and kitchens.
- e. Pipe sleeves shall be installed in penetrations through upper level floor slabs.
- f. FOR ANY FLOOR PENETRATIONS, SEE SECTION III, STRUCTURAL.

B. Heating, Ventilating and Air-Conditioning

1. Landlord's Work

- a. Landlord will provide a Central Heating, Ventilating and Air-Conditioning System. Landlord will provide condenser water supply and return lines, toilet exhaust ducts and outside air intake ducts in, or in close proximity to, Tenant's leased premises. Landlord will also provide water-to-air packaged Heat Pumps(s) properly sized for Tenant's leased premises.
- b. Condenser water service will be available at all times.

2. Tenant's Work

- a. The building is served by a centralized, water-to-air, heat pumps system, comprised of heat rejection equipment, pumping equipment, thermal energy recovery equipment and a heating plant. The leased premises is provided with supply and return piping delivering treated condenser water at 60° F to 95° F, 24 hours/day, 365 days/year. The system is designed to maintain the leased premises at 76° F \pm 2° F DB and

50% RH, when outdoor temperature is 94° F DB and 78° F. WB and Tenant's total internal sensible and latent heat gain does not exceed 27 BTU/hour per square foot of leased premises.

- b. Landlord will furnish, for installation by Tenant within its leased premises, packaged water-to-air heat pump(s) with electric thermostat(s), regulator(s), control valves(s) and flexible piping connections. Tenant shall design and install the branch condenser piping systems and the supply and return air distribution systems for its leased premises, using the furnished heat pump(s), in accordance with Standard Project Details.
- c. Tenant shall provide its own supplementary electric heating equipment, should additional heating be required for the leased premises.
- d. Tenant shall provide minimum outside air connection to each heat pump in accordance with ventilation codes. Landlord has provided central outside air ducts.
- e. Tenant shall provide exhaust ductwork to satisfy exhaust requirements for toilet rooms within the premises. Exhaust air discharge shall be restricted to exhaust duct locations designated by Landlord.
- f. Ductwork in Tenant's public areas shall be concealed. All outside air and supply air ductwork shall be insulated. Standards of design and construction shall be in accordance with the latest ASHRAE and SMACNA guides.
- g. Tenant shall provide complete power and control wiring and final connections to individual water-to-air Heat Pumps from its electrical distribution panelboard.
- h. Non-Standard Tenant Requirements
 - (1) In addition to the above, Tenant shall provide all process requirements, hood exhaust, make-up air supplies, equipment vents and other contaminated exhausts. When permitted by Landlord, they shall extend in ductwork through the eighth (8th) floor roof. This ductwork shall be located in existing shafts provided by

Landlord, and shall discharge vertically to the atmosphere, properly dispersing odors or fumes away from adjacent fresh air intakes, etc. All Tenant roof equipment shall conform to Project Standard Details.

- (2) All process exhausts, hood exhausts, equipment vents and other contaminated exhausts when permitted by Landlord shall discharge vertically to the atmosphere 20'-0" minimum horizontally away from any fresh air intakes, properly dispersing odors or fumes away from same.
- (3) Non-Standard Tenant equipment shall be located in areas designated by the Landlord. All such equipment must be within the lease premises.
- (4) Should weight or location of equipment by Tenant require supports, screens, cat walks, or ladders, they shall be provided by Tenant. Landlord shall determine when and where the above shall be required.

NOTE: IT IS SUGGESTED THAT EACH NON-STANDARD TENANT'S HVAC DESIGN BE SUBMITTED TO LANDLORD ON A PRELIMINARY BASIS PRIOR TO PREPARATION OF WORKING DRAWINGS.

C. FIRE PROTECTION

1. LANDLORD'S WORK

- a. Interior hydraulically calculated fire protection sprinkler system main stubbed above Tenant's premises at a point to be determined by Landlord. Fire protection system is provided with a supervised alarm system.

2. TENANT'S WORK

- a. Hydraulically calculated fire protection sprinkler system, fire hose cabinets, fire extinguishers and other equipment within Tenant's premises in accordance with Landlord's insurance underwriters' Fire Rating Inspection Bureau, and Code requirements. Since the

entire fire protection system for the project is required to be any inter-related, centrally controlled installation, Tenant shall cause to be designed and installed, by a qualified sprinkler contractor, said system within Tenant's premises in accordance with the Landlord's requirements and shall submit to Landlord for Landlord's review, shop drawings, specifications and hydraulic calculations for the sprinkler system which have been approved by the Fire Rating Inspection Bureau. Landlord's approval of the foregoing shall not constitute the assumption of any responsibilities by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.

b. Fire Protection Criteria:

Sales: Density 0.15 gpm per sq. ft. over 2,500 ft.

Stock: Where stock exceeds 12 feet in height, coordinate design with Factory Mutual.

<u>PLUGGED TEE</u>	<u>STATIC</u>	<u>RESIDUAL</u>	<u>FLOW</u>
2" OUTLET	40 PSI	FIRE	360 GPM
1-1/2" OUTLET	40 PSI	PUMP	200 GPM

V. ELECTRICAL

A. Landlord's Work

1. Electrical primary and secondary distribution systems to central electric distribution rooms.
2. Secondary 480/277 volt, 3 phase, 4 wire distribution panelboards located in central electric rooms for Tenant's use.
3. Telephone incoming feeders to project backboards located in the central electric rooms.

B. Tenant's Work

1. Tenant shall furnish and install a 480/277 volt, 3 phase, 4 wire electric service in conduit from the existing distribution panelboards in central electric room to Tenant's premises.

2. Electric service size shall be determined by Landlord from Tenant's electrical load requirements as indicated on the Electrical Data Tabulation Form completed by Tenant's electrical engineer.
3. Tenant shall furnish and install a 3 pole, 480 volt, circuit breaker, properly sized for Tenant's requirements, in the existing distribution panel board. Circuit breaker shall be for type I-Line equipment as manufactured by Square D Company.
4. All panelboards(s), transformer(s), etc., conduit and branch wiring, outlet boxes and final connections to all electrical devices including mechanical equipment, controls, and signs.
5. Panelboard(s) shall be designed for 20% minimum spare ampacity (based on connection load) and 20% spare breaker space.
6. All lighting fixtures, lamps, convenience outlets, time clocks, signs, etc., and all related conduits and wiring.
7. All fluorescent or incandescent lighting fixtures in Tenant's public areas, other than track type and decorative fixtures, shall be recessed. Fluorescent fixtures shall have low brightness, parabolic lenses or diffusers. Bare lamp fluorescent or incandescent fixtures may not be used except in concealed areas and/or stock rooms. Connections to all devices in Tenant's public areas shall be concealed.
8. Telephone equipment, conduits, and wire from central distribution point outside the leased premises to and within the leased premises and related items for same.
9. Television and burglar alarm equipment and all conduits, wiring and related items for same. The installation of any roof mounted antenna must be approved, in writing, by Landlord.
10. Emergency lighting shall be provided by Tenant per code to illuminate stock and/or sales areas and rear exitway during power outage, which lighting shall be battery-operated, twin-head light pack(s) and/or fluorescent fixtures. In public areas, battery assembly for emergency lights shall be concealed and remote type light fixtures used.

11. Transformers, ballast, conduit, wiring and related items for signs. Circuits serving sign(s) shall be controlled by a time switch.
12. Service call system: Tenant shall provide and install a buzzer call system and all related conduit and wire.
13. All equipment shall bear Underwriter Laboratories, Inc. label.
14. Three (3) phase transformers (dry type) provided by all Tenants shall have six (6) standard full capacity tap arrangements. Entire installation within Tenant's premises shall be balanced equally across all three phases.
15. Entire installation shall meet all requirements of national and/or local electrical codes.
16. All electrical wiring systems shall be in conduit. The use of "BX" or "Romex" is not required.
17. Audio systems installed by Tenant shall be designed such that sound shall be contained within Tenant's leased premises. No speaker or sound emitting device shall be installed or employed within twenty (20) feet of Tenant's storefront lease line and shall be directed toward the interior of the space.

VI. GENERAL NOTES FOR MECHANICAL AND ELECTRICAL SYSTEMS

1. Exit/emergency lighting system functioning on a normal source and/or battery operated source in case of loss of power (as required by governing codes).
2. Tenant watt density = eight (8) watts per sq. ft. (maximum heat producing load).
3. Incoming electric service size shall be determined by the Landlord.
4. Transformers are to be supported from floor, not the building structure.
5. All building electrical wiring systems shall be in conduit. The use of "BX" or "Romex" is not permitted.
6. Tenant shall provide clear access to all equipment.

7. Verify all points of connection to existing ducts, sanitary, vent and cold water stubs with Landlord's superintendent in the field.
8. Valves are not allowed in the sprinkler system - valving and alarm system is accomplished at source to building by Landlord.
9. Submit shop drawings of the fire protection system to the Landlord (for file) bearing approval of the fire rating inspection bureau.
10. Kitchen ventilation system to be approved by local health authorities.
11. Provide dry chemical fire protection system for range, hoods, etc.
12. Tenant shall not permit odors from within its leased premises to enter into another area of the Shopping Center. If odors are objected to by any Tenant or occupant of the Shopping Center, at the sole discretion of the Landlord, the Tenant shall immediately cease and desist from causing such odors, and failing of which Landlord may deem same as a material breach of the Lease. If Tenant's system is unable to function so as to not permit odors from leaving its premises, Tenant hereby agrees to make the necessary adjustments and/or additions to its present system to correct same.
13. Exhaust hoods on roof shall be up-blast type and be located a minimum of 20'-0" away from all fresh air intakes. Provide exhaust to remove all hot food odors.
14. Cutting and patching of roof openings when permitted shall be done by the Landlord's roofing contractor and paid for by the Tenant.
15. ELECTRICAL AND MECHANICAL LOAD DATA TABULATION SHEETS MUST BE COMPLETELY FILLED OUT, CERTIFIED AND SUBMITTED WITH WORKING DRAWINGS.

VII. PROCEDURES FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR APPROVAL

The following sections define the legal responsibilities of both Tenant and Landlord. An understanding of these sections by the Tenant and his architect is essential before any attempt is made at starting design or construction.

A. Design Drawings

1. The Tenant has been provided with a design criteria package. Included in this package will be a sheet 1 of 2 entitled: "Space Layout and Exterior Architectural Details"; a delineation of the actual space the Tenant and/or his architect to field verify all conditions and dimensions pertaining to same. Any exception taken to this information indicated on this drawing should be brought to the attention of the Landlord immediately.
2. Also, as part of the Design Criteria Package will be Sheet 2 of 2 entitled: "Detailed Drawing - Architectural & Mechanical Data". This document supplies necessary information for the approved storefront design (1/2" scale, elevation and sections) along with mechanical information relating the air handling system, plumbing system, electrical set up and fire protection system.
3. Within thirty (30) days from either of the following dates, whichever shall be later to occur: (a) receipt by Tenant of Space Layout Drawings, or (b) execution of the Lease by Landlord and Tenant; Tenant shall submit to the Landlord for review and approval, one (1) set of prints and one (1) set of reproducible prints of Store Design Drawings. The drawings shall include but not be limited to:
 - a. Architectural design of the space, floor plans, reflected ceiling plans, and elevations and sections.
 - b. Materials selections and finishes, including color and material sample boards.
 - c. Merchandising layout of the space: Merchandising allocations, fixturing locations, both permanent and movable, and catalog cuts of fixtures.
 - d. Mechanical system: Basic equipment to be used and its position and capacity, duct distribution system and diffuser locations.

- e. Electrical system: Floor and reflected ceiling plans showing outlets, type of lighting fixtures, other electrical equipment contemplated and location of panelboard(s), switchboard(s) and projected electrical loads.
 - f. Storefront signs: Shape, size, color and location. Sign graphics must be included on the approved storefront design.
- 4. After review of Store Design Drawings, Landlord shall return to Tenant one (1) set of prints of Store Design Drawings with his modification(s), approval or disapproval.
 - 5. If Store Design Drawings are returned to Tenant not bearing the Landlord's approval, said Store Design Drawings shall be immediately revised by Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt by Tenant.
 - 6. Any revisions of the approved Store Design Drawings must be approved in writing by the Landlord prior to its implementation.

B. Working Drawings and Specifications

- 1. The Tenant shall engage an architect registered in the State of South Carolina for the purpose of preparing Working Drawings and specifications for the Tenant's leased premises.
- 2. Working Drawings and specifications shall be due in the Landlord's office within 21 days from receipt by Tenant of Landlord's approval of Store Design Drawings.
- 3. Such drawings shall be submitted to Landlord for his approval in the form of one (1) set of prints, and one (1) set of reproducible prints (sepias).
- 4. Working Drawings, to the minimum scale as called below and specifications shall include but not be limited to:
 - a. Format size to be 30" x 42".
 - b. Key plan showing location of leased premises.
 - c. Floor plan at minimum scale of 1/8" x 1'-0".
 - d. Overall sections at 1/8" scale.

- e. Reflected ceiling plan at 1/8" scale.
- f. Interior elevations at 1/8" scale.
- g. Full sections of types of partitions used at 1/2" scale.
- h. Details of special conditions encountered at 1-1/2" scale, including applicable Landlord typical details, i.e., neutral pier, and roof openings.
- i. Door schedule with jamb details at 1-1/2" scale.
- j. Finish and color schedule.
- k. Sprinkler, plumbing, heating, ventilating and cooling plans at 1/8" scale.
- l. Mechanical plans and final mechanical load calculations (form enclosed).

NOTE: MECHANICAL DRAWINGS WILL NOT BE REVIEWED WITHOUT LOAD TABULATION FORM.

- m. Mechanical details at 1/4" scale.
- n. Electrical details, fixturing schedules, one line electrical riser diagram, and final electrical load tabulations (forms enclosed).

NOTE: ELECTRICAL DRAWINGS WILL NOT BE REVIEWED WITHOUT COMPLETE ELECTRICAL LOAD TABULATION FORM.

- o. Specifications covering all of Tenant's work, architectural (including list of hardware), electrical, plumbing, heating, ventilating and air-conditioning.
- 5. Drawings must conform to all local and national codes and regulations.
 - 6. After review of Tenant's Working Drawings, Landlord shall return to the Tenant one (1) set of prints of the Working Drawings with his modification(s), approval or disapproval.

7. If Working Drawings are returned to the Tenant not bearing Landlord's approval, said Working Drawings shall be immediately revised by the Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt of Tenant.