

EL PASEO VILLAGE

TRANSITIONAL TENANT DESIGN CRITERIA

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Foreword

This Tenant Manual contains criteria and procedures to be observed by Tenants, their Architects, Contractors, and other representatives to insure the efficient design and construction of the Tenant spaces. Conformance to the criteria and procedures in this manual will expedite plan reviews and the construction of the Tenant stores.

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A. JURISDICTIONAL AUTHORITIES / DIRECTORY

City Hall: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611
F: 760-340-0574

City Manager: City of Palm Desert
John M. Wohlmuth
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611
F: 760-340-0574

Asst. City Manager
Redevelopment: City of Palm Desert
Justin McCarthy
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611
F: 760-341-6372

Community Development: City of Palm Desert
Lauri Aylaian, Director
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611
F: 760-776-6417

City of Palm Desert
Tony Bagato, Principal Planner
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611
F: 760-776-6417

Building & Safety: City of Palm Desert
Russell A. Grance, Director
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611
F: 760-776-6392

Permit Application: City of Palm Desert
Building & Safety Department
Plan Review Division
T: 760-346-0611

Electrical/Plumbing: City of Palm Desert
Building & Safety Department
Plan Review Division
T: 760-346-06114

Public Works: City of Palm Desert
Mark Greenwood, P.E., Director
73-510 Fred Waring Drive
Palm Desert, CA 92260
T: 760-346-0611

Fire Department: Riverside County Fire Department
Neal Stephenson, Fire Safety Specialist
Michelle Aleman, Fire Systems Inspector
73-710 Fred Waring Drive #102

El Paseo Village

Palm Desert, CA 92260
T: 760-346-1870
C: 760-275-8496
F: 760-779-1959

Police Department:

Riverside County Sheriff's Department
City of Palm Desert
Dan Wilham, Chief of Police
Andrew Shouse, Asst Chief of Police
73-520 Fred Waring Drive
Palm Desert, CA 92260
T: 760-836-1600

Department of
Environmental Health:

County of Riverside
Brian D. McGowan, R.E.H.S., Health Specialist IV
47-923 Oasis Street
Indio, CA 92201
T: 760-863-8287
F: 760-863-8303

Electric Company:

Southern California Edison
36-100 Cathedral Canyon Drive
Cathedral City, CA 92234
T: 760-202-4286
F: 760-202-4294

Gas Company:

Southern California Gas Company
T: 800-228-7377 new construction & redevelopment
F: 800-577-3999

Telephone:

Verizon
T: 800-483-5000

Water & Sewer:

Coachella Valley Water District
Joe Barham, Source control Coordinator
PO Box 1058
Coachella, CA 92236
T: 760-398-2651

Cable TV:

Time Warner Cable
T: 760-340-2225

Satellite Music:

Muzak
T: 951-686-0550

Landlord:

Taubman Company
200 East Long lake Road, Suite 300
Bloomfield Hills, Michigan 48304
Phone 248-258-6800

B. TENANT DRAWING SUBMISSION REQUIREMENTS

1. Approval of Tenant Plans

All Tenants are required to have their plans reviewed and approved by the Landlord prior to the start of construction. Preliminary and final approval made in good faith does not restrict Landlord from further comments on Construction Documents.

Tenant shall prepare all its plans and perform all work to comply with all governing statutes, ordinances, regulations, codes, and insurance rating boards; take out all necessary permits and obtain certificates of occupancy for the work performed by Tenant, all subject to Landlord's approval. **Landlord's approval of Tenant's Plans does not relieve the Tenant of its obligation to complete its work in accordance with this Tenant Design and Construction Manual and the terms of the lease. Landlord's approval shall not constitute an implication, representation, or certification by Landlord that said working drawings or Tenant's work is in compliance with said statutes, codes, ordinances and other regulations including the sufficiency of the Tenant's design as it relates to structural and MEP systems for the Tenant premises.**

2. Tenant Coordination

All information to be furnished by Tenant shall be delivered to the Landlord in care of:

**Taubman Company
200 East Long Lake Road, Suite 300
Bloomfield Hills, Michigan 92260
Phone 248-258-7316
Attention: Retail Tenant Coordinator**

3. Tenant Package

- a. The Tenant Package consists of this manual, a lease outline drawing and a set of as-built or base drawings (if existing and when available) on Landlord's website. Access for this information will be per tenant Design Package Letter from Landlord.
- b. The information provided by the Landlord may not reflect as-built conditions. It is the responsibility of the Tenant or Tenant's architect and contractor to field verify all information pertaining to the premises.

4. Preliminary Design Drawings

Preliminary plans must be approved by the Landlord prior to the start of final drawings. Tenant shall submit **PDF Files electronically** and/or **two (2) sets prints** of Preliminary Design Drawings showing the store floor plan, storefront elevation, reflected ceiling plan, and sample board, as per instructions on Tenant's Design Package Letter.

5. Final Working Drawings and Specifications

- a. Tenant shall utilize the services of a registered architect, licensed in California, to prepare all working drawings and specifications ("Working Drawings") and submit **PDF Files electronically** and/or **two (2) sets of prints** for Landlord review and approval, as per instructions on Tenant's Design Package Letter. Within a reasonable period after receipt of Tenant's Working Drawings, Landlord shall notify

Tenant as to its approval or disapproval of the Working Drawings. If Landlord disapproves, Tenant shall, in an expeditious and diligent manner, make appropriate revisions and resubmit the Working Drawings to Landlord for approval

- b. Tenant shall submit **one (1) set of prints** of engineered sprinkler plans reflecting all modifications or extensions to accommodate a fully sprinklered space to the Landlord and the Fire Marshall for review and approval. Verify with mall for submittal requirements for sprinklers.
- c. Working Drawings shall include, but not be limited to, the following:
 - i. Complete architectural drawings including: key plan; floor and fixture layout plans; reflected ceiling plans; enlarged plans, elevations, sections and details of storefront; interior elevations; door schedules and room finish schedules.
 - ii. Complete mechanical, electrical and plumbing plans; miscellaneous M.E.P. details; electrical plans, reflected ceiling plan, lighting plan and circuited power plan; electrical details, fixture schedules, riser diagram, and phase balanced panel board schedules. Mechanical/electrical design submittal forms shall be incorporated onto Working Drawings (see Mechanical/Electrical Design Criteria).
- d. Tenant represents and warrants that the Working Drawings and the improvements contemplated thereby shall be in compliance with applicable building and zoning laws, ordinances, regulations and any covenants, conditions or restrictions affecting the Shopping Center, and that the same are in accordance with good engineering and architectural practice, and that the Working Drawings are sufficient for issuance of a building permit for Tenant's work.

6. Signage Drawing Approval

Landlord's approval of Preliminary Design Drawings or Final Working Drawings shall not constitute approval of any signs. Tenant shall submit **PDF Files electronically** and/or **two (2) sets of signage shop drawings** and samples of colors for its proposed sign work. Sign drawings shall indicate size of lettering, overall size of sign, graphics, color materials, and construction and attachment details. Also signage must be shown in elevation/section as it relates to the entire storefront. **Sign drawings must be approved by Landlord in writing prior to fabrication and installation.**

7. City of Palm Desert Approval

It is the Tenant's responsibility to prepare all documentation, submit the documentation and obtain a building permit per the City of Palm Desert guidelines and requirements. For additional information, contact the local building department.

C. PERMIT APPLICATION AND REQUIREMENTS

1. Building Department

Specific questions regarding the applicable codes or items within the code and/or permits or permit fees including submission requirements should be directed to the proper authorities.

2. Permit Application

To obtain the required City of Palm Desert permits, the Tenant or Tenant's construction representative must submit complete sets of stamped working drawings and specifications stamped and signed by Tenant's architect to the City of Palm Desert Building Department. Coordinate drawing submission requirements with the local building department.

3. Health Department

Prior to the issuance of a building permit, all restaurant (food) Tenants must submit four (4) complete sets of stamped working drawings and specifications to the City of Palm Desert Building Department for review and approval by the Health Department. Coordinate drawing submission requirements with the Building Department.

4. Handicapped Requirements

Each Tenant shall verify with the Building Department the provisions for the handicapped and any ADA requirements as required by entities having jurisdictional authority.

5. Jurisdiction

The project is located in Riverside County, City of Palm Desert, State of California. All design and construction work shall comply with applicable statutes, ordinances, regulations, laws, and codes of the above mentioned jurisdictions and all other applicable regulations, requirements, codes, and standards, including but not limited to the following (Tenant must verify this information)

6. Codes / LEED Certification

The City of Palm Desert requires that this project is designed and built to achieve LEED Basic Certification. The City also has an energy efficiency ordinance that appears applicable to all tenant improvements (Ordinance No. 1124). The intent of this ordinance is that each tenant project exceeds the 2005 California Energy Code by at least 5%. Tenant's should verify current code requirements with the City of Palm Desert.

For the tenants:

- Meet 2008 T24 requirements for interior lighting, receptacle loads (includes signage) and heating
- Meet or exceed the following prescriptive requirement for storefront windows:
 - $U = 0.29 \text{ btu/hr/ft}^2\text{.F}$;
 - $\text{SHGC} = 0.36$;
 - Aluminum w/ thermal break)
- Meet or exceed the following prescriptive requirement for HVAC equipment:
 - cooling EER rating of 12 or more.

To accomplish LEED the Tenant's need to either meet Palm Desert requirements with respect to Title 24 2008 or the above information, ***whichever is more stringent.***

Energy efficiency financial incentives may be available for your project from Southern California Edison.

D. CONSTRUCTION RULES AND PROCEDURES

1. Commencement of Construction

Tenant may commence Tenant's work only after receiving Landlord's written approval of Tenant's working drawings, or thereafter if otherwise directed by Landlord, and in no event shall finish later than the rent commencement date (as defined in the lease). Prior to the start of construction, the Tenant's contractor shall check-in with the Landlord's on-site representative and shall submit prior to the commencement of construction, the following information and items:

- a. The names, addresses, representatives' names, and telephone numbers of the General Contractor.
- b. Contractor's construction schedule.
- c. Certificates of Insurance as described in this manual.
- d. A copy of the Building Permit.
- e. Required construction security deposit - \$3,500.00. To be held by property management.
- f. **Tenant must have a signed lease or a letter of indemnification signed by both the Landlord and the Tenant prior to Landlord's construction release.**

2. Certificates of Insurance – Verify required insurance with Mall Management

Landlord and Tenant shall not permit Tenant's contractor to commence any work until all required insurance has been obtained and certificates evidencing such coverage have been delivered to Landlord's on-site representative. Tenant shall secure, pay for and maintain or cause Tenant's General Contractor to secure, pay for and maintain during the continuance of construction and fixturing work within the premises the following insurance, which shall provide in all policies that all endorsees shall be given thirty (30) days prior written notice of any alteration or termination of coverage, in the following amounts. All policies shall be written with insurers acceptable to the Landlord.

- a. **Workmen's Compensation** at statutory limits, as required by applicable state law, and Employer's Liability Insurance, with limits for coverage "B" of not less than **\$500,000.00** and as required by any Employee Benefit Act or other statutes applicable where the work is to be performed, as will protect Tenant's Contractor from any and all liability under the aforementioned acts.
- b. **Comprehensive (or Commercial) General Liability Insurance** (including Independent Contractor's Liability) in an amount not less than **\$2,000,000.00** per occurrence and in the aggregate whether involving personal injury liability (or death resulting therefrom), bodily injury or property damage liability or a combination thereof. Such insurance shall provide for explosion and collapse coverage and contractual liability coverage and shall insure the Tenant's Contractor against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the Contract whether such operations are performed by the Tenant's Contractor or by any one directly or indirectly employed by any of them.
- c. **Comprehensive Automobile Liability Insurance**, including the ownership, maintenance and operations of any automobile, owned, hired and non-owned in an

amount not less than **\$1,000,000.00** per occurrence whether involving personal injury liability (or death resulting therefrom), bodily injury or property damage liability or a combination thereof. Such insurance shall insure the Tenant's Contractor against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under its Contract with Tenant whether such operations are performed by the Tenant's Contractor or by any one directly or indirectly employed by any of them.

- d. **Owner's and Contractor's Protective Liability Insurance** insuring Landlord and Tenant against any and all liability to third parties for damage because bodily injury liability (or death resulting therefrom), and property damage liability of others or a combination thereof which may arise from work in the completion of the premises and any other liability for damages which the Tenant's Contractor is required to insure under any provisions herein. Said insurance shall be provided in minimum amounts as follows:

Bodily injury and property damage in a minimum combined single limit of **\$2,000,000.00**.

- e. Builder's Risk Completed Value Form affording "All Risks of Physical Loss or Damage" on its work in the premises as it relates to the building in which the premises are located, naming the interest of Landlord, Tenant's General Contractor and all Subcontractors as their respective interests may appear, within a radius of 100 feet of the premises.
- f. All policies shall include additional insured language as per direction from Mall Management.
- g. Tenant agrees to indemnify, defend, and hold harmless Landlord and its trustees, beneficiaries, partners, officers, agents and employees from and against all claims, liabilities, losses, damages, and expenses of whatever nature including those to the person and property of Tenant, its employees, agents, invitees, licensees, and others arising out of or in conjunction with any mechanics lien filed against the shopping center or any part thereof as a result of or in connection with Tenant's work, or the performance of Tenant's work except to the extent same may arise out of Landlord's or its trustees', beneficiaries', partners', officers', agents' or employees' negligence, it being understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in the substitution for same. Anything herein to the contrary notwithstanding, the obligations of Landlord hereunder or in the Lease (including, without limitation, Landlord's covenant to perform Landlord's work), and any covenant, representation, warranty or undertaking made by Landlord herein or in the Lease, shall be deemed to exclude any matter to the extent attributable in whole or in part to (i) architectural, design and/or engineering defects contained in the Working Drawings or non-compliance of the same with applicable building codes and rules and regulations of governmental authorities having jurisdiction thereof and other applicable laws, (ii) errors and/or omissions and/or negligent acts of Tenant's architect and/or engineer and (iii) Tenant's work or Tenant's improvements.
- h. Coordinate any additions or changes to the above insurance requirements with local mall management.

3. General Requirements

- a. **All work must be coordinated with Landlord's on-site representative prior to commencement of work. A Pre-Construction meeting is required.**
- b. Landlord shall have the right to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant or have the Tenant's General Contractor contract with Landlord's approved contractor at Tenant's expense, and any reimbursement or direct expense shall include a 10% cost in respect of coordination by Landlord. Such work shall include but not be limited to work which Landlord deems necessary to be done on an emergency basis and to work which pertains to structural components, roofing, utility systems and the erection of temporary enclosure barricades for the premises. Without limiting the generality of the foregoing, if Tenant's contractor does not prosecute Tenant's work properly in accordance with the approved Working Drawings, Landlord, after three days' written notice to Tenant, and without prejudice to any other right or remedy Landlord may have, may remedy the default or make good any deficiencies, and recover the costs incurred therein from Tenant. Tenant shall pay to Landlord any amount payable hereunder not more than 30 days after receipt of invoice therefore, provided that if requested by Landlord, Tenant shall pay to Landlord 35% of the estimated amount thereof at the time Landlord commences such work or orders materials or equipment for such work and shall make progress payments to Landlord as the work proceeds in such amounts as Landlord may require.
- c. Landlord has the right to enter the premises at any time. A Landlord punch list will be issued at completion of the project. Items on the punch list must be completed and be acceptable to Landlord's on-site representative. Should any items have major aesthetic implications, the storefront barricade will remain in place and the Tenant will not be allowed to open until these items have been corrected and signed off by the Landlord.
- d. All work performed by Tenant shall be performed so as to cause the least possible interference with other Tenants and the operation of the center. Landlord shall have the right to impose reasonable requirements with respect to the timing and performance of Tenant's work in order to minimize such interference. Tenant shall ensure that any architect, engineer, designer, contractor and workmen employed by Tenant is informed of and observes such requirements, and prior to commencement of any construction work makes appropriate arrangements with Landlord or Landlord's general contractor, particularly with respect to:
 - (a) Material handling and hoisting facilities.
 - (b) Material and equipment storage.
 - (c) Time and place of deliveries.
 - (d) Hours of work and coordination of work.
 - (e) Power, heating and washroom facilities.
 - (f) Scheduling.
 - (g) Security.
 - (h) Clean-up.

Landlord shall have the right to order Tenant or any contractor or subcontractor who willfully violates Landlord's construction rules and regulations to cease work and to remove its equipment and employees from the building.

- e. Tenant's contractor shall maintain a complete accessible set of working drawings bearing Landlord's approval stamp at the premises during construction at all times.
- f. All tools and materials are to be confined to the Tenant's space. Tenant shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish caused by its suppliers, contractors or workmen. Landlord may require clean-up on a daily basis and reserves the right to do clean-up at the expense of Tenant if Landlord's reasonable requirements in this regard are not complied with. At the completion of the work, Tenant's contractor shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the premises and shall leave the premises clean to the satisfaction of Landlord. This final clean-up shall include the cleaning of light fixtures, windows, entries and public space affected by the work. The Landlord is to be held harmless and takes no responsibility for lost or stolen articles.
- g. Tenant acknowledges that Landlord may be carrying out certain other work in the premises and the shopping center at the time that Tenant's work is being carried on and that such work by Landlord can only be undertaken at the same time as or subsequent to work done by Tenant and that certain work (including correction of deficiencies) may be undertaken or completed subsequent to the Delivery Date.
- h. Tenant shall ensure that all materials, skill and workmanship in Tenant's work shall be of uniformly high quality, not less than building standard, and in accordance with the best standards of practice and any governing codes or regulations. Tenant shall have the obligation to timely deliver any materials and equipment and labor to be supplied by Tenant so as not to delay substantial completion of Tenant's work.

4. Deliveries and Access

All deliveries shall be coordinated with the Landlord's on-site representative. The Tenant's contractor must protect common area finishes from construction activities. All construction access to the Tenant's space must be through the rear service door. Contractors requiring delivery through the front for larger items must have prior approval from local property management.

5. Trash Removal

Tenants under construction prior to the grand opening will be required to use the Landlord supplied dumpsters. The cost for use of these dumpsters will be a chargeback to the Tenant. Some Tenants may be responsible for providing a dumpster for their construction debris. Location for such dumpster will be designated by the Landlord's on-site representative. Accumulation of Tenant's trash within the premises or in the common area, exit corridors, or loading docks which is not removed immediately by the Tenant may be removed by the Landlord at Tenant's expense.

6. Parking

Construction personnel vehicles must be parked as directed by Landlord's on-site representative.

7. Unloading

Parking in loading areas is strictly prohibited. Vehicles delivering materials or merchandise must be promptly unloaded and immediately removed. Unattended vehicles parked in the loading areas or in unauthorized areas may be towed at Tenant's expense.

8. Temporary Utilities

The Tenant will be charged a non-refundable monthly rate per square foot of the premises for temporary electrical and water service utilities used during Tenant's construction in accordance with the Lease. These fees will be waived if the Tenant's Contractor takes out the utilities in their name prior to construction.

Tenant's Contractor shall transform electrical power as required.

9. Work Practices

Tenant agrees that it will not, either directly or indirectly, employ or permit the employment of any contractor, mechanic or laborer, if the use of such would, in the Landlord's opinion, create a difficulty, strike, or jurisdictional dispute with other contractors, mechanics or laborers engaged by others, or would in any way disturb the construction, security or operation of the shopping center or any part thereof. In the event of any conflict, Tenant, upon demand by Landlord, shall cause all contractors, mechanics or laborers, or all materials causing such interference, difficulty or conflicts, to leave or be removed from the shopping center. **Any costs associated with same shall be at Tenant's expense.**

10. Use of Common Area

At no time shall the common areas be used by the Tenant's contractor or its employees for any work whatsoever, or for lounging, eating or rest breaks.

11. Protection of Work and Property

Tenant's contractor shall protect their work from damage and shall protect the work of other Tenants and Landlord from damage by Tenant, Tenant's contractor, and their employees and subcontractors.

12. Strictly Prohibited Work and Practice

- a. Combustible materials above finished ceilings or in any other concealed, non-sprinklered space are prohibited.
- b. Imposing any excessive structural load, temporary or permanent, on any part of the Landlord's work or structure without the advance written approval of Landlord is prohibited.
- c. Cutting any openings in Landlord's floor slabs, walls, or roof is prohibited unless written approval is provided in advance by the Landlord.
- d. Installation or display of any construction sign is prohibited in any part of the center or on the leased premises.

13. OSHA

Tenant and Tenant's contractor shall be solely responsible for conforming to all applicable requirements of OSHA.

14. Permanent Utilities and Business Licenses

Tenant shall make timely application and pay for all fees to the water, power and telephone utilities to secure permanent service and to the appropriate governmental authorities for all required business permits and licenses.

15. Barricades

Tenant must install a barricade prior to any construction at Tenant's expense and in accordance with the local property management specifications. Barricades must be exterior grade plywood and painted (paint color TBD by Landlord) and may not extend beyond 4'-0" past the Tenant's lease line. If Landlord provides said barricade, Tenant shall reimburse Landlord for the cost of the barricade. **Under no circumstances is the barricade to be dismantled without Landlord's prior approval.**

16. Guarantees

Tenant shall require any person performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of any and all work done or furnished by such person which shall become defective within one (1) year after substantial completion of the work.

17. Certificate of Occupancy

Tenant shall be responsible to obtain a Certificate of Occupancy promptly following the completion of Tenant's work, and shall promptly forward a copy to the Landlord's on-site representative.

18. Landlord Improvements

Tenant acknowledges that Landlord shall have the right to charge Tenant for certain improvements, additions and other work performed or caused to be performed to the leased premises by the Landlord.

19. Liens

Tenant agrees to deliver to Landlord original, notarized documentation for a complete release from all liens and affidavits from all general contractors, subcontractors and material suppliers arising out of Tenant's construction work. Tenant shall not suffer or permit any mechanic's lien or other lien to be filed against the shopping center, or any portion thereof including the premises, by reason of Tenant's work. If any such mechanic's lien or other lien shall at any time be filed against the Shopping Center, or any portion thereof including the premises, Tenant shall cause the same to be discharged of record within 30 days after the date of filing the same. If Tenant shall fail to discharge such mechanic's lien or liens or other lien within such period, then, in addition to any other right or remedy of Landlord, after five (5) days prior written notice to Tenant, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the shopping center, or any portion thereof, including the premises. Any amount paid by Landlord, together with all costs, fees and expenses in connection therewith (including reasonable attorney's fees of

Landlord), together with interest thereon, shall be repaid by Tenant to Landlord on demand by Landlord and if unpaid may be treated as Additional Rent.

20. As-built Drawings

Within 30 days of Tenant's store opening, Tenant shall provide Landlord with one (1) set of PDF File and reproducible as-built drawings and specifications indicating all changes made from the original drawings during construction.

21. Landlord Approved Contractors

Coordinate the following requirements with Landlord's on-site representative:

- a. Any and all roof penetrations must be performed by Landlord's roofing contractor contracted by Tenant at Tenant's expense.
- b. Any final tie-in to Landlord smoke/fire alarm panels must be done by Landlord's electrical contractor at Tenant's expense.

22. In addition and not in diminution of the requirements set forth in this manual, Tenant shall have the obligations to Landlord in connection with construction of Tenant's work which a "contractor" has to an "owner" under A.I.A. General Conditions Document A201(1976), and Landlord shall have the right to make all decisions reserved therein to be made by the "architect."

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A. OUTLINE OF LANDLORD'S WORK

This Exhibit describes the obligations of the Landlord and the Tenant for the design and construction of the premises.

Landlord has constructed, or will, to the extent necessary, construct the following:

1. Building

That portion of the property consisting of a one-level structure constructed in accordance with local building codes.

2. Common Areas

That portion of the property consisting of common areas including common exterior areas and common interior areas all constructed at the time in accordance with local building codes.

3. Landlord's Work within the Premises

The following is a description of the construction to be provided by the Landlord:

a. Walls:

Walls dividing the premises from the premises of adjacent Tenants shall be constructed by Landlord of metal stud framing only (see Landlord's Construction Documents), without gypsum board, and shall run from floor to the underside of deck construction. Walls dividing the premises from service corridors will be constructed by Landlord of metal studs and gypsum board (corridor side only) from floor to the underside of deck construction. Exterior walls will be constructed per the Landlord's construction documents. Insulation in walls will be provided by the Landlord only as shown on the Landlord's Documents. Some walls may be constructed of concrete block, V.I.F. and see Landlord's Documents for locations.

b. Neutral Piers / Bulkheads:

Landlord will provide exterior neutral piers between storefronts and bulkheads above store openings.

c. Ceilings:

None. The Landlord shall not provide a ceiling within the premises.

d. Floors:

The Landlord shall provide a concrete floor without finishes throughout the leased premises with utility cutouts (VIF).

e. Plumbing System:

Landlord shall provide:

- i. A tappable sanitary drain, accessible to Tenant, to permit Tenant to extend from within the premises to the points of connection.

- ii. A tappable distribution of cold water, accessible to Tenant, to permit Tenant to extend from within the premises to the points of connection.
 - iii. Sanitary and storm sewer mains serving the building.
 - iv. Common toilet exhaust duct accessible to Tenant, to permit Tenant to extend from within the premises to the points of connection.
 - v. Common sanitary vent line accessible to Tenant, to permit Tenant to extend from within the premises to the points of connection.
- f. Fire Protection System:
- i. Landlord provides a sprinkler main and grid within the premises with heads turned up. All other work including grid modification, drops, heads, etc. by Tenant.
 - ii. Landlord shall provide an empty conduit from the leased premises to the Landlord's fire alarm panel location only if required by code.
- g. HVAC:
- No common Landlord supplied HVAC system will be provided. The landlord will provide an area on the roof of the building for placement of Tenant's roof top units (see LL drawings).
- h. Electrical:
- Service - Unless the same already exists, Landlord shall provide an empty 2 ½-inch conduit to terminate at the premises for access to 277/480 volt (TBD), three (3) phase, four (4) wire varying amperage electrical service. Electrical service in excess of the existing capacity shall be provided by Landlord at Tenant's expense. The Landlord provides an empty meter socket and breaker in the Landlord's electrical room.
- i. Gas:
- Landlord shall provide a tappable gas main at the back of the building for restaurant use only.
- j. Telephone:
- Landlord shall provide a 1" empty conduit to terminate at the premises.
- k. Rear Door:
- Landlord shall provide one (1) hollow metal rear service door, if required, as shown on Landlord's construction documents. Relocation of the door, if required, shall be by the Tenant.

4. Location of Landlord's Work for the Building

Landlord shall have the right to locate both vertically and horizontally and alter, maintain, and repair utility lines, air ducts, flues, duct shafts, drains, sprinkler mains, and valves and such other facilities within the Tenant's premises as are deemed necessary by Landlord. Landlord's right to locate these facilities within the premises shall include facilities required by or for the Landlord or any other Tenant or Tenants. It shall be the Tenant's responsibility to provide access panels in its finish work where required by the Landlord.

5. Existing Improvements within the Premises

All existing conditions shall be verified by the Tenant. Failure to verify the existing conditions shall not relieve Tenant of any expenses or responsibilities resulting from that failure. Tenant may reuse portions of existing improvements subject to Landlord's prior written approval.

6. As-Is Conditions

Certain leases state that the Tenant takes the space in an "as-is condition". Any upgrades, whatsoever, performed to the space to accommodate the new Tenant will be done by the Tenant at the Tenant's expense. Some Tenant work will be required to be completed by the Landlord's approved contractors contracted directly by the Tenant's General Contractor.

B. OUTLINE OF TENANT'S WORK

Tenant, at its sole cost and expense, shall provide all improvements as set forth in this Exhibit, and shall meet the following:

1. Criteria

These criteria, which may be revised from time to time by Landlord, represent minimum standards for design, construction, finish, and operation of premises by Tenant. For more specific criteria, see Section III, Tenant Store Design, Sign and Lighting Criteria.

2. Architectural Work and Finishes

a. Materials

Only new, first-class materials and fixtures shall be used in the finishing of the premises.

b. Storefront, Signs, and Store Design

Tenant shall provide an exterior storefront, curbs, entrances, flooring, return walls, display platforms, show window backgrounds, doors, ceilings, lighting, signage and awnings in accordance with the Criteria as approved by Landlord on Tenant's drawings.

c. Floors

i. Concrete used to patch / fill any penetration of the floor slab by Tenant shall match existing floor thickness, and be steel trowel finished flush with top of existing floor.

- ii. Tenant shall provide waterproofing protection consistent with codes and as directed by Landlord.
 - iii. In all sales areas, Tenant shall provide quality floor covering materials as approved by Landlord on the Tenant's Working Drawings
- d. Walls, Partitions, and Doors
- i. Tenant shall provide all required fire dampers or other suitable protection devices if fire-rated walls are penetrated.
 - ii. Where the premises have been previously occupied and Tenant elects to retain existing walls, the existing walls shall be repaired or improved by Tenant to a condition that will satisfy the Landlord and the fire rating requirements.
 - iii. Penetration of exterior walls by Tenant shall not be permitted except as approved in writing by the Landlord prior to the commencement of such work. Insulation of exterior walls shall be by the Tenant.
 - iv. All partitions within the interior of the premises shall be of metal stud construction.
 - v. Walls defining the premises from other Tenants' premises shall be covered on Tenant's side to the structural deck above with gypsum board taped and spackled to form a rated wall as per local codes.
 - vi. Walls defining the premises from service or exit corridors shall be covered on Tenant's side to the structural deck above with gypsum board taped and spackled to form a rated wall as per local codes. Roof-deck flutes at the top of the wall shall be filled with approved fire-safing material as required. All wall construction shall meet local code as well as any and all pertinent code and regulatory requirements.
 - vii. Landlord requires Tenants having excessive noise levels to provide sound insulation at the ceiling and in demising walls separating the premises from other Tenants.
 - viii. Tenant shall provide additional hollow metal service or exit doors providing access or exit (where applicable) if required over and above the landlord provided doors.
- e. Ceilings
- i. Tenant ceilings, including framing and blocking, shall be of non-combustible construction, and shall be gypsum board or acoustical tile or other material as approved by the Landlord.
 - ii. Ceilings shall be of the accessible type, or access panels shall be provided to allow Landlord access to base building equipment.
 - iii. If an expansion joint occurs through the Tenant space, the Tenant is responsible for the construction of the ceiling affected by that joint in a manner consistent with acceptable construction design practices.

f. Toilet Rooms

Tenants are required to supply toilet rooms to meet code including a waterproof membrane 1 foot on the floor and up the wall 4 inches for bathrooms located on walls with adjacent Tenant or common area spaces.

g. Trade Fixtures and Furnishings

Tenant shall provide all new trade fixtures, equipment and furnishings for use in the premises.

h. Stairs

Tenant shall provide stairs, ramps, elevators, dumbwaiters, conveyors, moving stairs, railings, and coverings as may be required for the premises.

i. Stock Room Design

Stores with rear exits must have distinct fire corridors leading to them. If the rear exit from the sales area is through the stock room, a direct route must be provided from the sales area to the rear exit. This exit route shall not be used for storage.

j. Mezzanines

Tenant may install a mezzanine; however, not all store locations are suitable for the installation of a mezzanine. If a mezzanine is desired, Tenant must provide all necessary structural support with a separate structural system approved by the Landlord's structural engineer, which review and approval is at Tenant's expense. Mezzanines shall not be supported by the building structure. Sprinkler main locations must be considered when locating mezzanines. The cost of sprinkler main relocation shall be by Tenant.

3. Structural

- a. Any alterations, additions or reinforcements to Landlord's structure to accommodate Tenant's work shall not be performed without the prior written approval of the Landlord. Tenant shall leave Landlord's structure as strong or stronger than the original design and with finishes unimpaired.

Landlord may elect to require that structural modifications be performed by Landlord's Contractor at Tenant's expense. Structural alterations or calculation of heavy loading will require the Tenant to hire, at Tenant's expense, Landlord's structural engineer who must review and approve the Tenant's structural engineer's drawings and calculations.

- b. No welding to building structure shall be permitted without Landlord's prior approval.

- c. Roof penetrations shall be performed, repaired, and maintained by Landlord's designated roofing contractor at Tenant's expense.

4. Fire Protection (See also Mechanical/Electrical Design Criteria section)

- a. Tenant shall, at Tenant's expense, modify or revise the sprinkler system. This includes cross mains, branch lines, drops, heads, facilities for proper drainage and any necessary test valves, orifices or other fire protection equipment (e.g., fire extinguisher) as may be required for the premises. All work must comply with the requirements of Landlord's fire and casualty insurer if Landlord so requires, and all applicable codes and ordinances
- b. Tenant shall, at Tenant's expense, contract directly with Landlord's electrical contractor for final connections to Landlord's fire alarm panels.

5. Plumbing - (See also Mechanical/Electrical Criteria section)

Tenant shall, at Tenant's expense, complete all work necessary to provide complete plumbing facilities which include, but is not limited to, sanitary drainage, domestic water, grease interceptors, proper ventilation, gas service, metering, etc., all as required in this manual and by any and all authority's codes having jurisdiction over this project.

6. Heating, Ventilating, and Air Conditioning (HVAC) (See also Mechanical/Electrical Design Criteria section)

- a. Heating and Air Conditioning

Tenants shall furnish and install a complete packaged or split system heating and air conditioning system for the premises. Tenant's system shall be designed and installed in accordance with the design criteria included herein. The HVAC systems, calculations, designs and installations shall be as recommended in ASHRAE Publications and the Landlord's Design Criteria.

7. Electrical (See also Mechanical/Electrical Design Criteria section)

The Tenant will provide at Tenant's expense, all of the necessary electrical equipment and wiring within the Tenant space as well as to the Landlord's electrical facilities for a complete electrical system. This includes but is not limited to all interior distribution panels, lighting panels, power panels, transformers, conduits, outlet boxes, switches, outlets, and wires within and to the premises. Tenant shall provide electric conduit and boxes under and in the concrete floor slab, ceiling and walls, including all electrical service panels, pull boxes and equipment, as required to permit Tenant to construct his work.

The Tenant is responsible for feeder conductors from Landlord's facilities to the Tenant's premises including the connections to Landlord and Tenant's equipment.

C. REIMBURSABLE COSTS

See Lease for costs for which TENANT is responsible for reimbursement to LANDLORD.

SECTION III. TENANT STORE DESIGN, SIGN AND LIGHTING CRITERIA

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A. ARCHITECTURAL DESIGN CRITERIA

Those Tenants who have nationally or regionally recognizable storefront designs and identities may be required to provide minor modification of their designs to fit these criteria. For additional detail information, see Landlord's architectural, structural and MEP drawings.

1. Storefront Criteria

a. Storefront Entrances

Storefronts shall be constructed to permit secure closing of the premises. Storefront closure must occur on or behind the storefront lease line. Minimum entrance opening width shall be 6'-0" and have 2 doors. Entrance doors must swing out. All storefronts are exterior storefronts and must be designed to be watertight. First floor storefront openings are approximately 15'-0" High – (verify in filed and with Landlord's construction documents).

b. Storefront Design Control Area, Materials and Finishes

The use of the following materials is strictly prohibited on storefronts and within the storefront design area or portions of the Tenant's demised premises which are visible to the public from the exterior:

All storefront material shall be a durable exterior grade material such as hardwood, metal, tile, brick stone or glass.

- i. Simulated brick or wood.
- ii. Artificial wood grain laminates.
- iii. Pegboard wall, slatwall and display systems.
- iv. Plywood paneling (except hardwood veneers).
- v. Plastic laminates.
- vi. Lay-in 2' x 4' acoustical tile ceilings systems in patterns without tegular edges, surface scoring, texturing or color. Acoustical tile ceilings are not allowed in the storefront Design Control Area.
- vii. Unfinished, exposed wood grains.
- viii. Vinyl tile, sheet vinyl and vinyl base.
- ix. Cork tile or other cork products.
- x. Carpet on floor in storefront in Design Control Area and carpet used as wall covering or ceiling.
- xi. Wire glass except as required by code.
- xii. Use of mirrors on the storefront or in the Design Control Area is prohibited.
- xiii. Materials that in the Landlord's opinion are of low quality, non-durable and/or difficult to maintain.
- xiv. Push button buzzers on storefront.

c. Storefront Design

- i. The Design Control Area is the area between the lease line facing the exterior common area and the control line. The control line shall typically be recessed a minimum of 6'-0" behind the lease line. This area includes display windows, graphics, fixtures, lighting, materials, finishes and colors. Corner Tenants are required to treat each frontage equally.

- ii. All storefront work requiring structural support shall be floor supported, but may be horizontally back braced to the existing building structure.
- d. Storefront Flooring and Base
 - i. The Tenant's finished floor covering material must correspond with the level of the finished exterior finish at the entry point along the lease line. The Tenant shall provide adequate slope at the entrance threshold to prevent water from entering the Tenant space.
 - ii. Tenant's storefront shall have a continuous, waterproof, durable, minimum six-inch (6") high base.
- e. Display Areas/Show Windows
 - i. Glazed portions of the storefront may occur below the Landlord's bulkhead and above the 6" base. All storefront glass shall be clear, safety plate or tempered float glass.
 - ii. Direct visual exposure of incandescent lamps and/or fluorescent tubes to the exterior is prohibited. A time clock will be required for all lighting and illuminated signage in the Display Area/Show Windows.
- f. Ceilings
 - i. Drywall ceilings and soffits are required in the Design Control Area at the storefront (minimum of 6'-0" from the lease line back into the store).
 - ii. When using an acoustical lay-in tile ceiling in the sales area, tiles must be 2' x 2' or 2' x 4' scored with a second look to appear as 2' x 2' or 1' x 1'. And have an exposed tegular edge.
 - iii. All ceilings are to be suspended from purlins, bar joists or beams. No attachment to decking will be permitted.

B. SIGN CRITERIA

1. General

- a. All signs shall be coordinated with the Landlord's bulkhead design but must be placed on the Tenant's exterior finishes below Landlord's bulkhead.
- b. Wording of signage is limited to tenant's trade name. Logos and logotypes may be included, if they are specifically included in the tenant's DBA and approved by the landlord.
- c. In addition to the primary identification sign, graphics on glass doors are allowed. These may not be illuminated, and must adhere to:
 - i. 6" MAX CAP height, if text is used.
- d. All signage, identification, and graphics are subject to the approval of the landlord.

- e. All signage shall be submitted to landlord for approval with scaled shop drawings. All signage must meet approval of local code authority.
- f. All signs and sign installation shall comply with all local building and electrical codes.

2. Prohibited Signs and Sign Components:

- a. Boxed or cabinet style unless approved by the Landlord.
- b. Cloth, paper, cardboard and similar stickers, or decals around or on surfaces exterior to the premises
- c. Freestanding
- d. Moving or flashing
- e. Noise or odor producing
- f. Exposed Neon
- g. Open channel letters
- h. No television or projection screens are permitted within 10 feet from the lease line
- i. Sign company names or stamps shall be concealed and not be visible to public view
- j. Plastic sign faces on illuminated channel letters

3. Signage & Awning Requirements

- a. Number of Signs

Tenants shall identify the premises by installing one sign or other graphic treatment and awnings on the storefront elevation. Illuminated exterior signage is required. When the premise is a corner store, an additional identification sign shall be required for frontages in excess of 15 feet in length and shall be subject to the criteria for each elevation respectively. Allowable illuminated signage is reverse channel rear L.E.D. illuminated individual letters or pin-set metal letters with a remote illumination source (i.e. goose neck fixture). Tenants are allowed blade signs, but blade signs must be installed on Tenant finish only.

- b. Service Door Sign

A uniform store identification sign shall be installed by Tenant per Landlord's specifications. Tenant shall not post additional signs in service areas. Letters are to be 3" high in vinyl (color TBD by Landlord) applied directly to the outside face of the Tenant's door. Wording shall be limited to Tenant's name and space number only.

- c. Illumination

Main store signs must be illuminated. No visible light sources exceeding 5-foot candles will be permitted for any signs.

- d. Dimensional Letters (non-illuminated)

Tenants using dimensional letters shall provide metal letters. Letters are to be pin-set to the Tenant's storefront or Landlord building. Dimensional (non-illuminated) letters shall be wash-lit or backlit.

e. Allowable Size of Signs

- i. The average height of sign letters or components shall not exceed twelve inches. Letters are limited to fourteen inch maximum height.
- ii. Letters located less than 7'-0" above the finished floor shall not exceed six inches (6") high.
- iii. A non-illuminated non-dimensional sign composed of letters having a maximum height of six inches (6"), applied directly to the inside face of the storefront glass of gold or silver leaf, silk screened, painted or etched glass or other material may be permitted at the discretion of the Landlord.

f. Sign Position

No part of lettering or insignia shall be less than 3'-0" above the finished floor nor less than 6" from the bottom of the Landlord's bulkhead. No part of any sign shall extend beyond five inches (5") of the lease line.

g. Awnings

Awnings are required and shall be installed below tenants main sign and to tenant storefront construction and not the surrounding Landlord materials (neutral piers, bulkheads). Awning frames must be painted and have open ends. Awnings may not extend beyond 4 feet off tenant storefront and may not be below 8 feet above exterior sidewalk. No Tenant signage shall be allowed on the awnings.

C. LIGHTING CRITERIA FOR STOREFRONT AND STORE INTERIOR

1. Storefront Display Lighting

Tenant shall provide adequate illumination for all storefront and showcase lighting.

2. Store Interior Lighting

- a. Tenant shall provide adequate illumination for store interior. Lighting shall be achieved generally by means of glare free recessed type fixtures. Acrylic lenses or exposed fluorescent fixtures shall not be permitted within areas that are visible to the public.

Tenant shall provide battery operated emergency egress and exit lighting fixtures. Fixtures shall be recessed or integrated within the general lighting fixtures in sales area.

Provide night lighting for security monitoring purposes.

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MECHANICAL/ELECTRICAL DESIGN CRITERIA

This document establishes the criteria and constraints Tenants must follow in the design and installation of their electrical, mechanical, plumbing and fire protection systems.

A. DESIGN CRITERIA - GENERAL REQUIREMENTS

Tenant must submit to Landlord for review, all documents and specifications for the design and installation of all systems. Landlord approval hereinafter referenced shall not imply acceptability of any system's operating performance or design. The scope of the Tenant's responsibilities shall include, but not be limited to the following:

1. Complete design and installation of a system for heating, air conditioning, and ventilating, for Tenant's premises.
2. Complete design and installation of Tenant's toilet exhaust system for the premises.
3. Complete design and installation of a sanitary sewer and vent system for Tenant's plumbing facilities, including connection to Landlord's waste / vent systems.
4. Complete domestic water service for Tenant, commencing from Landlord's piping.
5. Installation of new sprinkler grid systems as required by local authorities and Landlord's criteria.
6. Complete design and installation of Tenant's electrical service distribution.

B. PLUMBING MATERIALS AND METHODS

1. General

- a. Design: All plumbing work and materials shall be designed in conformance with good engineering practice, applicable state and local codes, and Landlord's requirements as specified herein.
- b. Minimum Toilet Requirements: Tenants shall install a minimum of one (1) handicapped / ADA accessible toilet; second toilet shall be installed if required by code. Verify this requirement with local code authorities.
- c. Sanitary: Landlord shall supply one (1) four-inch (4") sanitary sewer at a location as shown on Landlord's documents to allow the Tenant to extend and/or tap into. Sewer lines installed shall be no larger than the line to which they are to be connected.

Restaurants or other Tenants engaged in food preparations shall install separate waste lines from all grease producing sources to a grease interceptor or grease traps located within the premises or as directed by the Landlord; grease interceptor to be installed by the Tenant and outflow shall connect to sanitary sewer ahead of toilet connections. Tenant is responsible for maintenance and cleaning of grease interceptor and grease traps. Grease traps with automatic draw off and flow control valves are subject to Landlord written approval as to size and type. Tenant shall provide floor drains in toilet areas and in immediate vicinity of other sources of water.

- d. Domestic Water: The taps into domestic water line shall be a minimum of one pipe size smaller than line in which tap is made. Tenant's shall install a water meter with a remote read meter.
- e. Sanitary Vents: Landlord will supply a common sanitary vent line for Tenants at a location to allow the Tenant to extend and/or tap into.
- f. Freeze Protection: Tenant shall insulate or otherwise provide protection for all piping installed by Tenant or occurring within or below the premises.
- g. Provide an approved backflow preventer for main domestic water line and connections to fire protection systems with shut off valves.
- h. Sanitary sewer, and waste within the building must be Standard weight cast iron.

2. Installation

- a. Piping shall run true, straight, plumb, and parallel with walls; have uniform pitch; be centered in hangers or supports independent of connections and sleeves; be anchored as required to control movement; be provided with expansion joints, expansion legs, expansion loops, and expansion connectors with flexible pipe and fittings arranged as required to permit free, unrestrained, noiseless expansion and contraction, and freedom from strain on equipment.
- b. The plumbing system shall be installed in accordance with governing building codes and shopping center requirements.

C. FIRE PROTECTION

1. General

Design of new or modified system shall conform to current edition of the following:
2003 International Building Code with Ordinance #42 and 2003 International Fire Code with Ordinance #43 (**verify with local code authorities**).

2. Hood and Duct Fire Protection

All exhaust hoods used in food preparation establishments shall be equipped with a fire protection system conforming to all local code authority requirements.

3. Sprinkler System

The Tenant shall follow the criteria below for all sprinkler work:

- a. The Tenant will modify sprinkler service into and throughout the tenant space to maintain conformance to governing codes. The Tenant must submit a sprinkler plan for Landlord's approval.
- b. Contractor shall notify the Landlord in writing at least 48 hours in advance of making any modifications to the sprinkler systems. Contractor must notify the alarm monitoring company for verification that the system is fully drained.

- c. No system will be left to drain overnight. All systems have to be charged and operational when workers leave for the night.

D. HEATING, VENTILATING AND AIR CONDITIONING

1. General

All mechanical design and materials shall meet current additions of ASHRAE standards, national, state and local codes.

- a. All Tenants are to utilize a packaged or split system for all their HVAC requirements. Tenant units are to be located on the roof as directed by the Landlord.
- b. A free area for maintenance access and/or filter removal around and to the equipment shall be provided. Ample access to and around all sides of air conditioning equipment must be provided. The Tenant must provide roof walkway pads directly around any Tenant roof top equipment.
- c. Exhaust fans for purposes of exhausting odorous fumes or heat, such as those found in cooking or beauty shop areas, shall be of the type having high velocity vertical discharge to project the air upward away from the roof and nearby intake openings.
- d. Tenant shall be responsible for balancing all duct systems related to the premises. Test and Balance reports should be provided by AABC or NEBB independent licensed contractors.
 - i. Provide sufficient time before final completion date so that this can be accomplished. Provide a copy of the report to local property management.
- e. Any mechanical, heating, ventilating, or air conditioning or allied equipment to be installed by Tenant must conform to the following noise and vibration limits:
 - i. It must not produce sounds which emanate into any adjacent occupied areas (not occupied by or leased by Tenant) exceeding 35 DBA.
 - ii. If mounted on the roof or other structure, it must provide at least 95% vibration isolation of all frequencies generated by the equipment, and the mounting system must be such that no resonances can occur between the equipment and the structure.
- f. Tenant shall perform all calculations in accordance with methods set forth in the latest American Society of Heating, Refrigerating, and Air Conditioning Engineer's Guide and Data Book and in accordance with good engineering practice. Tenant shall submit calculations to Landlord, which show the heating and cooling loads for each space, calculations for the conditioned air supply to each space and calculations for the exhaust ventilation of each space requiring exhaust.

- g. The following criteria must be observed when installing roof top units:
 - i. Roof top units must be located as per Landlord's on-site representative's direction. Additional structural support of Landlord's roof structure which may be necessary are to be installed by the Tenant to support the Tenants unit as approved by the Landlord.
 - ii. Condenser relief shall be piped to a designated Landlord provided roof drain.
 - iii. A certified structural engineer registered in California must certify the existing structure is adequate to support the load of the HVAC units. Any modifications by the Tenant to the Landlord's structure that's required to support Tenant's equipment must be approved by the Landlord's structural engineer, at Tenant's expense, before any work.
 - iv. HVAC refrigerant lines and electrical lines are to be run along the roof from the unit to roof penetrations as per Landlord's direction.
 - v. Cutting and patching: The Tenant's contractor shall contract directly with the Landlord's roofing contractor, at the Tenant's GC expense, to cut and patch the Landlord's roof as required.
 - vi. The Tenant must provide the Landlord's property office with a recommendation of the method of support for the installation of the roof top HVAC unit. This recommendation must be from a certified structural engineer registered in the state for which the work is to be performed. Upon completion of HVAC installation, a letter shall be submitted from the engineer, stating that the unit has been installed in accordance with his recommended design. All recommendations of design and verification of completion shall have the structural engineer's embossed seal from the state.

2. Miscellaneous Mechanical Requirements

- a. The Tenant shall stencil the Tenant's name on the HVAC unit at the location designated by the Landlord. All stenciling will meet the requirements of the Landlord.

3. Toilet Exhaust System

Tenants shall design and install an extension of toilet exhaust systems with ducts, exhaust fan, controls and connect to Landlord provided toilet exhaust duct. Upper level Tenants shall provide their own exhaust system through the Landlord's roof.

4. Miscellaneous Exhaust Systems

- a. All exhaust systems including fans, ductwork, registers, grilles, controls and accessories shall be provided by Tenant. Exhaust discharge opening directly to the exterior will not be allowed without permission of Landlord. In all cases, exhaust ductwork shall connect directly to exhaust hoods, if provided, or registers or grilles mounted in ceiling in ventilated area.

E. ELECTRICAL

1. Service and Distribution

- b. All electrical work shall meet 2003 International electric Code. Electrical blueprints are required to be sealed by an electrical engineer registered in the state of California.
- b. Tenant service is 277/480 volt, 3 phase, 4 wire (TBD by local utility Co.)
- c. All wiring including all low voltage wiring shall be run in metal raceways consisting of rigid galvanized steel conduit, or EMT. For EMT, only rigid compression type fittings shall be used. Minimum conduit size 1/2". The use of BX, IMC, MC are not permitted.
- d. Telephone conduit, if required, shall be the same as the conduit specified above. The Tenant's telecommunications provider shall install telephone service room the Landlord's telephone room to the premises. Landlord shall provide a 1" empty telephone conduit accessible to the Tenant, to permit Tenant to extend from within the premises to the point of connection.

2. Lighting

Exit lights shall be supplied for each separate room to meet code light level requirements. Rechargeable battery pack units are the only acceptable source.

3. Miscellaneous Provisions

All fixtures, devices, equipment, and materials used shall bear UL labels.

4. ELECTRICAL LOAD SUMMARY DATA

This schedule shall be completed and submitted with the drawings in the working drawing submission.

Space No. _____ Total Sq. Ft. Area

Tenant Name _____ Date

LOAD

CONN. LOAD (KVA)

Lighting

Receptacles

Water Heating

Space Heating

Air Conditioning

Processing Equipment

Miscellaneous

Total _____ KVA

Total max. expected demand (summer) (winter) _____ KVA

Largest Motor _____ assumed power factor

Submitted By:

(Include name of contact and telephone no.)