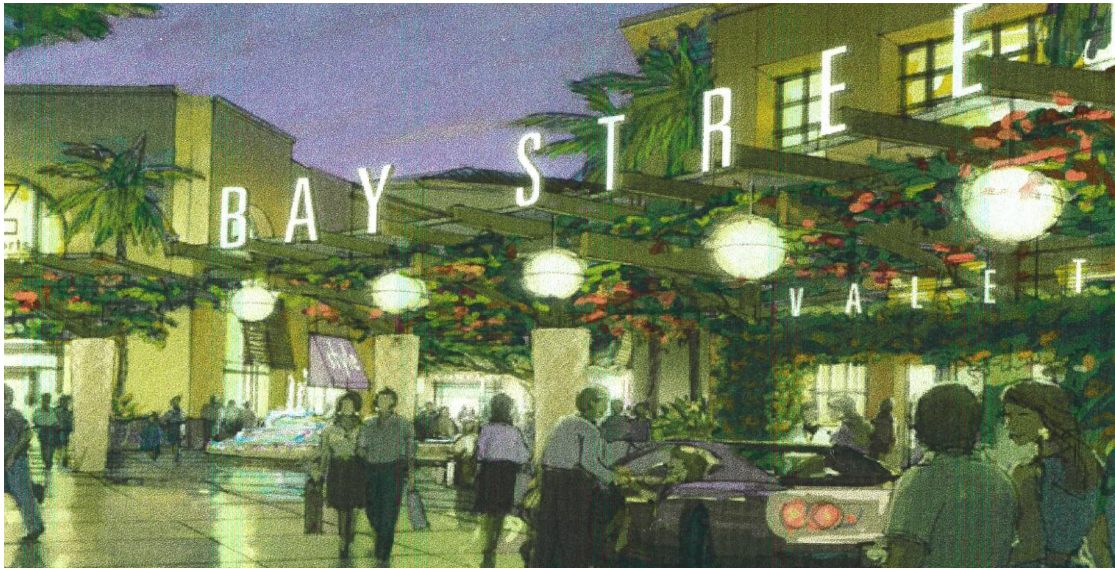


International Plaza AND BAY STREET



THE BAY STREET STORY

Bay Street is the vibrant extension of the new International Plaza at Tampa, Florida with unique specialty shops, restaurants, and anchor stores that open themselves to the outdoors: A Village in the Sun! With its gracefully curved plan, **Bay Street** was designed with the intimacy and scale of a European village. The curved pedestrian street creates a sense of anticipation both day and night as vistas continually change along its path. Tampa is the crossroads for a unique sphere of regional influences, each of which has inspired the architecture for **Bay Street**. From New Orleans to the west, Latin America to the south, the Old South of Savannah and Charleston and the tropics of Miami and Palm Beach, **Bay Street** derives its eclectic fusion of form, texture, color and detail. Unexpected moments add a richness to the experience that makes customers aware they are in a very special place. For example, a signature fountain cascading over spirals of colored mosaic tiles greets you at the Porte Cochere entrance. At the center Square, a wing shaped canopy acts as a giant “shade tree” over the escalators from the covered parking level below. This very contemporary form intentionally contrasts with the more traditional backdrop of strong projecting cornices, louvered awnings, and an occasional arched window.

Buildings of both one and two stories incorporating district façade treatments were designed to suggest that they are built over a long period of time, by individual merchants and restaurateurs. Each “storefront” or “building” is developed to provide distinct individuality to the tenant. Fifteen-foot tall way-finding “sentinels” appear around bends in the street to announce upcoming events, like the town criers of earlier times. These sentinels speak of sun, dance, water and flora: All key elements to the visual imagery of **Bay Street**. Kiosks and outdoor restaurant seating areas at both levels contribute to a festive social and urban atmosphere. Bronze “dance steps” set in the paving and lush tropical plantings enrich the customer experience. A large open “Park” space between **Bay Street** and the International Plaza includes a verandah, as well as a naturalized Florida “cold spring” fountain.

Large shade trees, colonnaded walkways, trellises and awnings add to the experience and create a welcome respite from the sun. This aspect of shade, using “dappled” light is a recurring theme in **Bay Street** and International Plaza. After dark, playful illumination of the building facades highlights their individuality. Illuminated shop window, crafted sconce lights, twinkling lights overhead and in the trees and fountains transform **Bay Street** for a delightful evening rendezvous.

Bay Street’s memorable appeal is derived from the attention to craftsmanship found in details such as the ornamental railings, blade signs, door pulls and even the special plaza drains. This is the kind of familiar imagery that draws people back again and again. Tenants are encouraged to support this rich visual environment and retail entertainment presentation.

International Plaza AND BAY STREET

Located in Tampa's Westshore business district Bay Street is an outdoor entertainment destination that is the front door to International Plaza, a new 1.2 million square foot upscale, fashion shopping center anchored by

Neiman Marcus
Nordstrom
Lord and Taylor
and Dillard's

Project Statistics

The Taubman Company

Bay Street

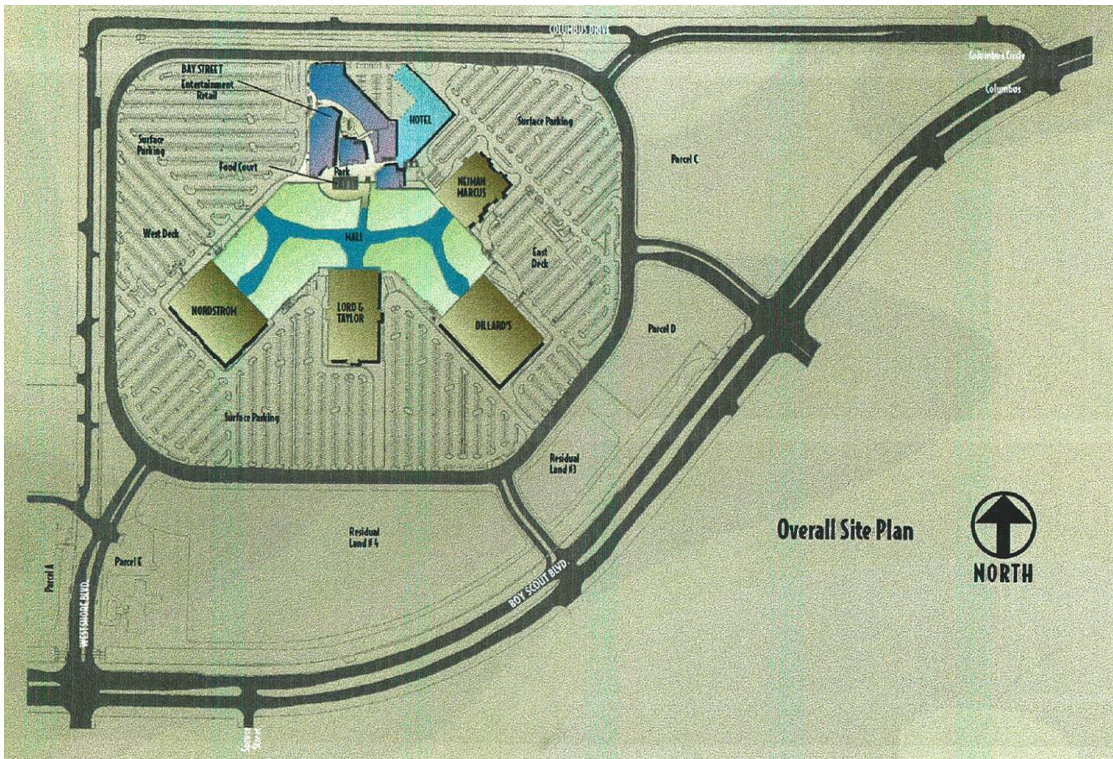
Total GLA	Level	Scheme
Retail Tenant GLA (approximate)	1	81,358 sf
Retail Tenant GLA (approximate)	2	31,294 sf
Grand Total GLA (approximate)	1 & 2	112,652 sf
Total Number of Parking Under Bay St:		419 stalls

GLA does not include Upper Level Businesses

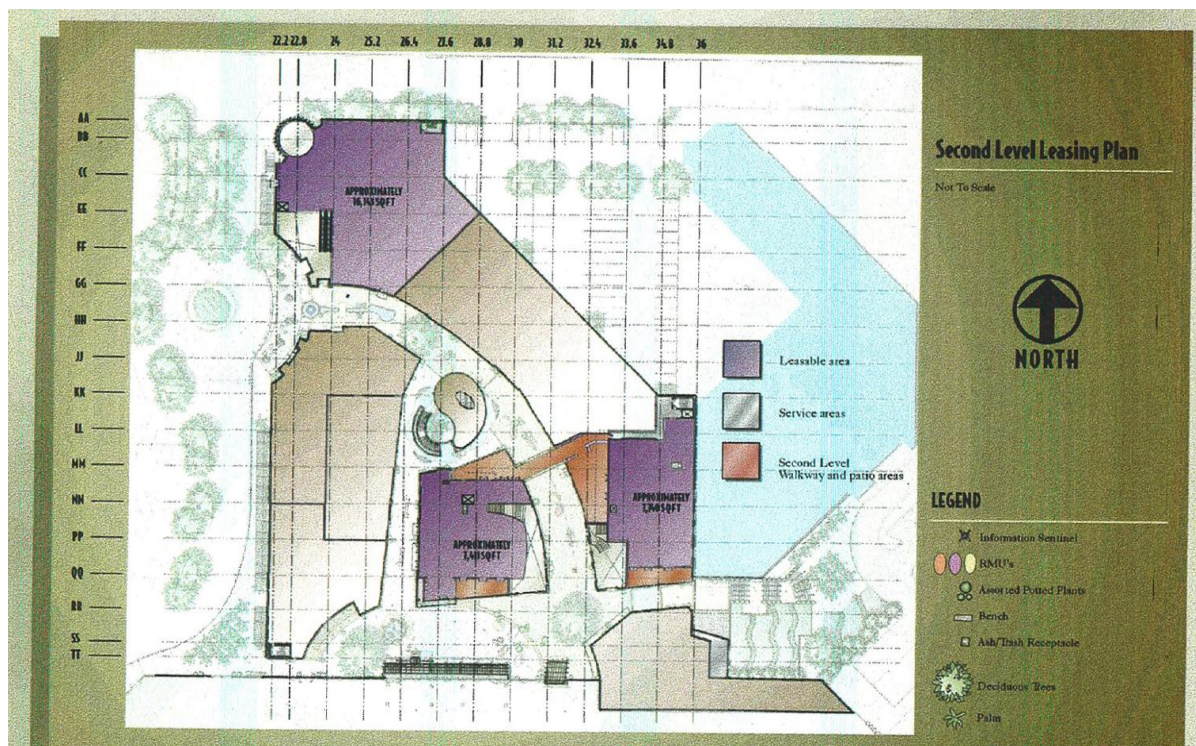
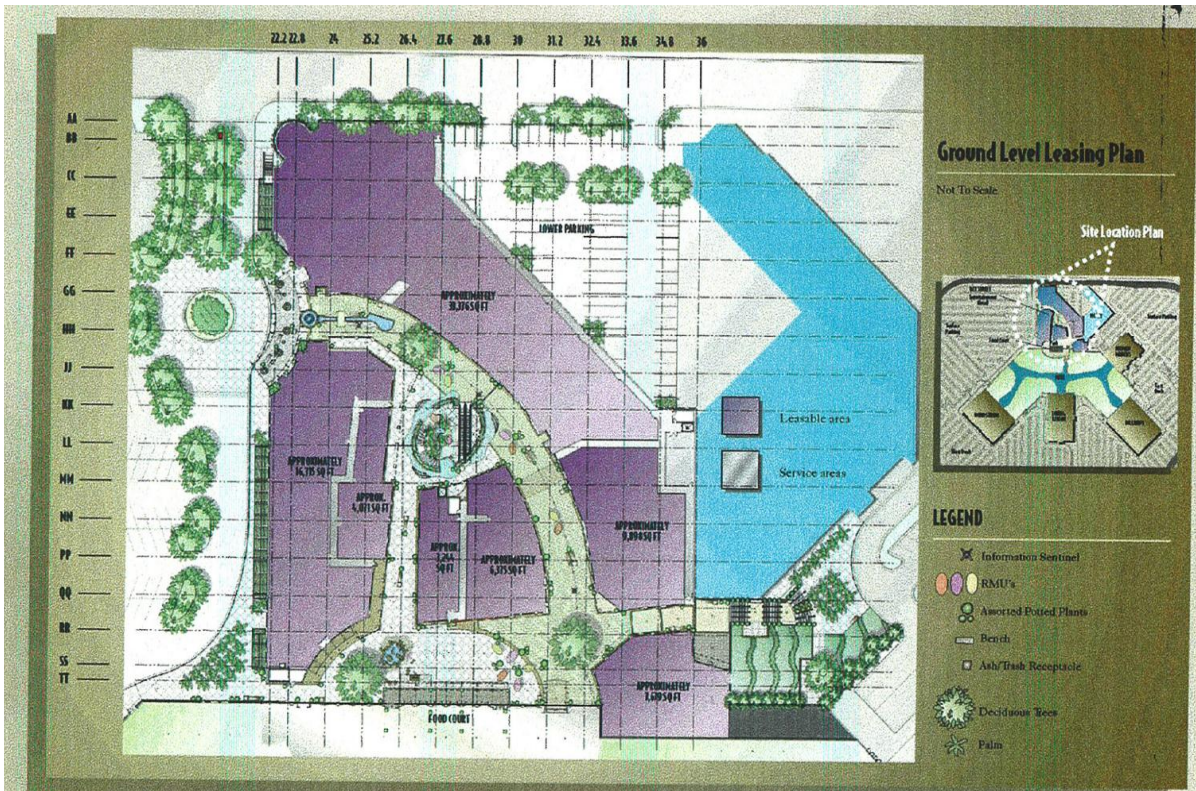


International Plaza Trade Area

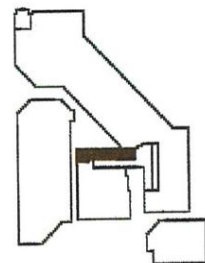
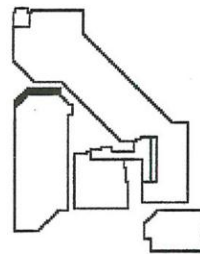
The trade area for International Plaza extends up to 60 miles north and south of the site.



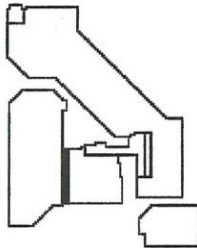
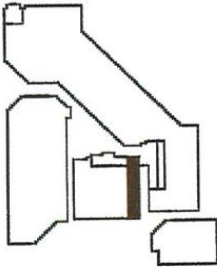
International Plaza AND BAY STREET



International Plaza AND BAY STREET



International Plaza AND BAY STREET



GENERAL EXTERIOR DESIGN CRITERIA

Tenants are encouraged to enrich their identity and individuality in **Bay Street** in the following way:

Customized entrances and storefronts are encouraged, working within the architectural finished openings. This includes custom door, door-pulls, mullion extrusions, and finishes. Performance specifications and window mullion spacing guidelines for hurricane hazard compliance are included for reference purposes.

Decorative wall sconces are to be provided by tenants in their facades as generally indicated on the architectural drawings. Guideline details are provided as a minimum standard of quality.

Tenant identity signage is strongly supported by the design of the building facades. Locations and maximum area are indicated on the building elevations, as well as locations for signage on projecting tenant provided canopies and awnings. Three-dimensional environmental graphics are also encouraged. It is important to realize that **Bay Street** is a pedestrian environment. Tenant signage must be uniquely distinctive and oriented to benefit the focus of the customer and highlight merchandise presentation. Illuminated tenant blade sign armatures are provided by the Landlord for attachment of Tenant "blade" signage. Specific criteria and size limitations are included in this criteria.

Innovative and dynamic window displays are critical to tenant presentation and the excitement of **Bay Street**. Window displays and entrances must be independently illuminated throughout the operational hours of **Bay Street**. This encourages window shopping even after a shop has closed, and the associated spill light to the outdoors adds ambiance to the pedestrian street.

Outdoor seating groups and their enclosure systems, along with plants/planter, tasteful placards/bill of fare boards are strongly encouraged within the areas defined in the lease document. Custom tenant awning fabrics and trellis details complimentary to the design of **Bay Street** are required.

STOREFRONT CRITERIA

DESIGN THEME

As described in the Introduction, the design of Bay Street incorporates a highly ornamented façade with awning and trellis details supporting a very strong thematic content that is consistently followed throughout the development. These illustrations and supporting information reflect the overall design intent for Bay Street. Individual tenants are encouraged to develop creative and original storefront identities that complement and enhance this design theme. Tenant storefront designs will be evaluated by the landlord with respect to two major objectives:

- Compatibility with the exterior design theme of the building and adjacent tenancies.
- Creative originality contributing to the quality of the entertainment experience and distinctive retail identities.

Architects and designers should refer to the illustrations and descriptions included for more information. The Landlord reserves the right to exercise design approval authority over all aspects of the Tenant storefronts.

TENANT DESIGN PACKAGE

Base Building documentation reflecting façade details specific to the existing building enclosure will be included as part of the Tenant Design Package with the Space Layout Drawing.

MODIFICATIONS TO BUILDING FAÇADE

No alterations or modifications to the building façade, other than in areas designated for display windows, entrances and signage may be made by Tenants without specific written permission from the Landlord. Modifications to the building façade as approved by Landlord will be performed by Tenant at Tenant's expense.

EXTERIOR DINING AREAS

Certain Tenants may incorporate outside dining patio areas that extend beyond the exterior walls of the building as reflected in the Tenant's Lease. These areas must be designed to complement the character of the pedestrian street, and permit appropriate circulation as required by governmental authority. Special paving, planter, site amenities, trellises, canopies and railings may be included in such areas, subject to the Landlord's review and approval. Construction of these improvements will be by the Tenant at Tenant's expense.

STOREFRONT MATERIALS AND FINISHES

The Landlord does not intend to limit the creativity of tenant storefront design by restricting the use of most materials, providing that they are high quality, durable and suitable for exterior exposure, and complementary to the Bay Street design theme. Specific exceptions include (but are not limited to) the following which will not be allowed:

- Back-lit Vinyl Canopies
- Plywood siding
- Concrete Masonry Units
- Reflective Glass (except at incidental decorative elements)

The creative use of decorative materials such as stone, brick, ornamental metal, ceramic tile, patterned glass, and fabric awnings is strongly encouraged.

WEATHERTIGHTNESS AND INSULATION

The completed installation by Tenant within the Storefront Openings must be fully air-and water-tight, flashed and sealed to the building wall in a manner to maintain the integrity of the building envelope and prevent damage from rain and wind. Large glass areas must employ insulating units or other multiple-pane systems to prevent excessive condensation. **Storefront construction must comply with hurricane wind design requirements** as defined by applicable governmental authorities.

SIGNAGE CRITERIA

All signs shall be provided and installed by Tenant at Tenant expense. Tenants on corners or with more than one storefront may have more than one installation sign.

BLADE SIGN(S)

Located on storefronts that face the pedestrian street and walkways. Viewing distances perpendicular to the storefront are short, making the use of highly detailed sign elements appropriate. To assist customers in locating stores from a distance, each Tenant will be required to have a blade sign mounted on a bracket provided by the Landlord and Tenant expense on the building façade. Blade sign location and design shall be as determined by Landlord. Blade signs should be highly creative, decorative, and even fanciful if appropriate, and will be a major element of the ambiance of the outdoor spaces.

PRIMARY TENANT STOREFRONT SIGN(S)

Located on the storefront(s) in location(s) as approved by the Landlord. Signs are to be designed to conform to the allowable sign area as defined by the Landlord.

Wall Signs (All Types)

The allowable size of Wall Signs will be determined by a percentage of the area of the Tenant's exterior storefront wall. The allowable percentage of wall area for the Tenant's storefront will be shown on the Building Elevation Drawings included in Tenant Design Package.

SIGN LETTER STYLES AND GRAPHICS

There will be no limitations on sign letter styles, provided signs are readable at the intended distance. Expressive and individualized letter styles are encouraged. In addition, signs may incorporate ornamental and dimensional graphic elements other than letter if appropriate. The Landlord will evaluate each sign on an individual basis, and reserves the right to approve, reject, or require revisions to any sign design at its sole discretion in the best interests of the project.

SIGN CONSTRUCTION, MATERIALS AND COLORS

All types of sign design and construction systems may be considered if creatively employed and appropriate for the location. Sign construction may include, but is not limited to:

- Internally-Illuminated Metal Pan Channel Letters with Translucent Acrylic Faces
- Halo-Illuminated Dimensional Letters
- Exposed Neon Letters
- Face-Illuminated Dimensional Letters, with or without Background Plaque
- Face-Illuminated Painted letters on Background Plaque
- Combinations of the Above

ILLUMINATION

All signs shall be either internally-or face-illuminated. If face-illuminated by exposed light fixtures, the fixtures shall be of a decorative design which supports the overall storefront design and are subject to the Landlord approval. Signs must be illuminated throughout the operational hours of Bay Street.

Miscellaneous Signage

Small Secondary Messages (including store name) and Logos may be permitted on a case-by-case basis, such as on display windows and/or awning graphics.

CITY APPROVAL

Tenants are responsible for submitting their individual sign design after acceptance by the Landlord to City of Tampa for a sign permit(s). Fabrication and installation shall comply with all applicable local, state and national electric codes, and all signage materials shall be UL rated.

PROHIBITED SIGN TYPES

- Signs with exposed neon or other lamps or signs using flashing lights.
- Sign manufacturer's name, stamps or decals, or registered trademarks
- Signs of exposed box or cabinet-type design that employ transparent, translucent or luminous plastic background panels.
- Shadow box type signs
- Paper, plastic or cardboard signs. In addition, stickers or decals of any kind are not permitted on the storefront glass or in entry area, unless approved by Landlord.
- Signs with exposed fasteners.

ADDRESS NUMBERS

If required, postal numbers shall be installed on each storefront. Location, size, style and application will be standard throughout, and will be specified and installed by the Landlord at Tenant's expense.

GENERAL CRITERIA

LANDLORD'S WORK

The building has been designed by an Architect retained by the Landlord to design oversee construction of the Project. Work to be performed by the Landlord in constructing the Leased Premises shall be limited to those items of work as set forth in the Lease Exhibit "B" and this Handbook.

Landlord shall have the right to specify, change or add to the locations both before and after construction, of all utility lines, including (but not limited to) air ducts flues, duct shafts, refrigeration lines, drains, sprinkler mains and valve, and such other facilities with the Leased Premises as needed for engineering design and/ or Code requirements. Landlord shall have the right to specify the location of all mechanical and other equipment on the roof over the Leased Premises.

Landlord shall have the right to perform any of the Tenant's work at tenant's expense which Landlord determines, at its sole discretion, should be performed:

- a. On an emergency basis for the best interest of the Project
- b. To the extent required for Landlord's compliance with all applicable building Codes
- c. To the extent necessary to obtain any Certificate of Occupancy required by the Landlord or any other tenant in the Project; or
- d. To the extent necessary to maintain the integrity of the building systems and respective warranties

BUILDING CODE

All Tenant improvements must comply with CODE requirements of applicable governmental agencies. The building construction classification is **Type IV Non-combustible**, fully sprinklered.

STRUCTURAL MODIFICATIONS

Demising walls are not load bearing. Tenant may not hang or support fixtures, shelving, etc. from them. Structural backing must be provided for any merchandising attached to walls, including exterior walls.

Mezzanines are not permitted, except as specifically provided in the tenant's lease.

Modifications and alterations to Landlord's framing structure will not be permitted without Landlord's prior written approval. In the event that Landlord approves Tenant's request, Tenant shall leave Landlord's structure as strong as or stronger than original design with finishes unimpaired.

DESIGN LOADS

Pedestrian Street Level: 100 psf
Second Level Areas: 100 psf

EMPLOYEE RESTROOMS

As required by applicable codes, employee restrooms shall be provided in all tenant spaces by Tenant.

SECURITY DEVICES

All security devices, including pedestals and cameras, must be hidden or discretely located. These devices are considered unsightly when not concealed or design integrated into the storefront and are not to be visible from the pedestrian street or at the storefront.

ROOF PENETRATIONS

All roof penetrations, flashing, counter flashing, and roofing repairs shall be engineered and installed in accordance with standard project roofing details and specifications, and work shall be performed by the Landlord's designated roofing contractor at Tenant's expense.

Construction Document Criteria

Introduction

Information contained in this section has been assembled to assist the architect and the architect's consultants in preparation of Construction Documents and Specifications. The architect is responsible for adhering to the requirements outlined in **Lease Criteria** as well as the following criteria.

Architectural Finishes

Floors

Plaza Level Floor: Five (5) inches of concrete on a 3" composite metal deck. Tenant shall provide in the depressed area adjacent to the storefront +4 inches of concrete, reinforced with 6" x 6" W1.4 over rigid insulation, conforming the finish floor elevation with that of the pedestrian street.

Upper Level Floor: Two and one half (2 1/2) inches of concrete on a 3" composite metal deck. Tenant shall provide in the depressed area adjacent to the storefront +/- 3/4" concrete topping, conforming the finish floor elevation with the adjoining mall elevation.

Storefront Work

1. All materials employed in Tenant's storefront shall be hard surface, durable materials that require minimum maintenance.
2. Storefront construction must comply with hurricane wind design requirements as defined by applicable governmental authorities.
3. All storefront work requiring structural support shall be floor supported and braced at their head sections by a welded structural steel framework secured to the existing building steel structure.
4. Security/impact grilles shall be concealed in an overhead storage pocket during shopping center hours. All grille receivers and latches are to be of a finished appearance.
5. All entry doors must be weather stripped and provided with a weather tight threshold conforming to accessibility requirements.
6. Entry/access doors cannot project into the pedestrian concourse more than 3' – 0".
7. Storefront construction may project beyond the storefront lease line as identified per Landlord approved construction documents.
8. Identify and specify any security system to be used.
9. Any mechanical device (time clocks, grille locks, grille controls, etc.) shall be concealed within Tenant's storefront construction.
10. Expansion joints in storefronts must be detailed and illustrated in the Construction Documents. Expansion joints should be incorporated into the storefront design and be inconspicuous.
11. Tenant provided trellis and awning details must be attached to the existing building façade in compliance with Standard Project Details.

Walls, Partitions and Separations

1. Landlord will erect metal stud partitions dividing the Tenant's premises from the adjacent tenant spaces or common areas at the Tenant's expense. Tenant shall verify Landlord's placement of wall studs prior to space acceptance and advise Landlord in writing of any discrepancies immediately. Failure to notify Landlord of discrepancies shall be regarded as acceptance by the Tenant.
2. All demising partitions are non-structural. Additional structural supports and blocking shall be provided by Tenant at Tenant's expense.
3. Demising walls and steel columns shall receive a minimum of one layer of 5/8" fire code gypsum wallboard with taped and spackled joints from floor to underside of structure above. Tenant to verify location of existing fire dampers to remain unobstructed.
4. Tenant's interior partitions shall be made of metal stud framing with gypsum board finish on all sides with taped and spackled joints.
5. Food Service and Entertainment Tenants shall provide a minimum 4" sound attenuation insulation within the demising partitions achieving a minimum 60 DBA rating.

Exit / Access / Doors and Corridors

1. Exit/access doors shall be minimum 3'-0" x 6'-8" x 1-3/4" "B" label fire door and frame with commercial grade hardware in accordance with governing codes. Said doors shall be constructed in a recessed vestibule, which will be constructed by Tenant at Tenant's expense.
2. After installation of exit/access door, Tenant shall restore service corridor to original condition. Extend corridor base into the vestibule and provide corner guards as per the Landlord's specifications.
3. Exit/access door shall be painted per color specified by Landlord and labeled with store name and number as specified by center management at Tenant's expense.
4. Exit/access corridor walls shall receive one layer of 5/8" fire code gypsum wallboard on both sides from floor to underside of structure above. All joints must be taped and spackled.

Ceiling Work

1. Allowable ceiling heights are shown on the Space Layout Drawing (See Sheet 1 of 2) included with the Tenant Design Package. Tenant is responsible for field verification of the existing conditions. Ceiling heights above the height shown on the Space Layout Drawing may be possible but Landlord does not guarantee clearances for such ceilings. In some cases, existing utilities may be relocated by Tenant at Tenant's expense. Written approval from Landlord is required before proceeding with such work.
2. The following ceiling types are permitted:
 - a. Metal or cloth baffle system
 - b. Open cell metal grid
 - c. Suspended pipe frame grid and banners
 - d. Painted gypsum board
 - e. Acoustical 24" x 24" lay-in grids with tegular edged tiles
 - f. Exposed construction-painted.
3. Metal suspension systems shall be used for all ceilings and shall be secured to Landlord's structural framing only. **No connections to Landlord's roof deck will be permitted.**
4. Combustible materials of any sort may not be used or stored above the Tenant's ceilings.
5. All diffusers, grilles, tracks, etc., must be painted to match finish ceiling or exposed construction above.
6. Provide access panels to permit servicing to all equipment located above the ceiling. Access panels in hard surface ceilings must be flush with adjacent finishes. Access panels should be installed on vertical ceiling soffits or located as inconspicuously as possible.

Floor Finishes

1. All floor finishes at the storefront lease line shall be the same finish floor elevation as the adjoining pedestrian street finish.
2. Tenant shall provide a transition strip between opposing floor finishes, including but not limited to carpet and wood, or carpet and tile, and as required at any expansion joint which may occur in Tenant's space. **Reducer strips are not permitted.**
3. Expansion joints in sales areas must be detailed and illustrated in the Construction Documents. Expansion joint material must be compatible with the floor finish materials.

Interiors

1. **Toilet Rooms:** All toilet room floors above grade level shall have a Landlord approved waterproof membrane between the structural sub-floor and Tenant's finish floor. All toilet rooms shall have ceramic tile sanitary floors and bases that extend a minimum of 4" above finish floor. Floor drains and thresholds are also required.
2. **Rubbish Storage Rooms:** Provide a storage area for rubbish in all food or beverage service operations. All storage area floors above grade level shall have a Landlord approved waterproof membrane between Landlord's structural sub-floor and Tenant's finish floor.
3. **Food Preparation and Service Areas:** All food preparation and service area floors shall have a Landlord approved waterproof membrane, installed by Landlord's designated contractor at Tenant's expense, between the structural sub-floor and Tenant's finish floor. They also must have an adequate number of floor drains.

Heating, Ventilation and Air-Conditioning

General Requirements (Applies to Each System)

1. Refer to **Section Three: Design** for additional criteria regarding Mechanical and Electrical components.
2. Verify points of connection to existing ducts, waste, vent and water stubs with Landlord's Field Representative.
3. Kitchen ventilation system to be approved by local health authorities.
4. Tenant shall not permit odors from within the leased premises to enter other areas of the center. If any tenant or occupant of the center objects to odors from the leased premises the Landlord may, at Landlord's discretion, instruct the Tenant to control such odors. Failure to correct the situation would be a material breach of the Lease. If Tenant's mechanical system is unable to function in a manner to prevent odors from leaving the premises, Tenant shall make the necessary adjustments or additions to its present system to the satisfaction of the Landlord's Field Representative.
5. Exhaust hoods on roof shall be up-blast type and be located a minimum of 20 feet away from all fresh-air intakes. Provide exhaust to remove all hot food odors.

6. Cutting and patching of roof openings when approved by the Landlord shall be done by the Landlord's roofing contractor and paid for by the Tenant.
7. Mechanical load tabulation sheets must be filled out completely, certified and included with Construction Documents for Landlord review.
8. Final temperature control wiring connections to the VAV device sets, zone sensor thermostats, and the central temperature control communications loop will be made by Landlord's temperature control contractor (where applicable) at Tenant's expense.
9. Tenant shall engage a separate temperature control contractor for final set-up of system(s) operations and air balancing.

For Tenants Installing Individual Heating, Ventilation and A/C Systems

1. It is suggested that each Tenant's HVAC design be submitted to Landlord on a preliminary basis prior to preparation of Construction Documents.
2. Tenant shall provide all process requirements, hood exhausts, equipment vents, and other contaminated exhausts. When permitted by the Landlord, they shall extend in ductwork through the roof. Non-grease laden ductwork that passes through service corridor or adjacent tenant walls shall have UL approved fire dampers located in ductwork at wall and floor. Provide approved access doors for service to fire dampers. All grease laden ducts that pass through fire-rated partitions are to be encased in calcium silicate blocks or other suitable material approved for use by the code authorities. Tenants should consider using UL listed pre-fabricated modular grease duct system components as manufactured by "Metal-Fab," "Metalbestos" or the "Van Packer Company."
3. Tenant shall furnish and install, if applicable, a complete kitchen exhaust and makeup air duct system. Ductwork shall be fabricated of galvanized sheet metal in gauges specified by NFPA 96 for the use intended and shall be designed and constructed according to all codes and the latest ASHRAE and SMACNA standards.
4. All process exhausts, hood exhaust, equipment vents, and other contaminated exhaust, when permitted by Landlord, shall discharge vertically to the atmosphere twenty feet minimum horizontally away from any fresh-air intakes, properly dispersing odors or fumes away from same. All grease hood exhaust fans must be equipped with internal grease collection receptors. Additionally, all grease hood exhaust fans must be surrounded by self-contained grease retention system to protect the adjacent roof surfaces. System to be similar to "Grease Guard Company," Schaumburg, Illinois.
5. Equipment must be installed allowing clear access for servicing.
6. Tenant's roof equipment shall be located in areas designated by the Landlord to specified heights and according to Landlord's approval.
 - a. **Exception:** Should weight or location of equipment by Tenant require supports, screens, catwalks or roof hatch and ladder, they shall be provided by Tenant according to Standard Project Details. Landlord will determine when and where the above shall be required.
 - b. **Finish:** All such equipment shall be factory-finish painted according to the Landlord's paint schedule and specifications.
 - c. **Identification:** Tenant's roof equipment shall be clearly identified with Tenant's name.

Plumbing

Landlord Work

1. On-site water supply mains combined for domestic and fire protection, shut-off valves, and fire hydrants. Interior domestic water branch lines stubbed above or below Tenant's premises at a point to be determined by Landlord.
2. Sanitary and plumbing vent branch lines stubbed at a point to be determined by Landlord.
3. Kitchen waste branch lines, where applicable, stubbed at a point to be determined by Landlord.
4. Gas Utility Company meter manifolds at service courts.

Tenant Work

1. Plumbing fixtures and piping system including all rough-in and final connections for same. Installation of all hot and insulated cold water lines, drains, and vents, electrical water heaters, water meter, and final connections to Tenant's specialty equipment. All installed per governing codes.
2. Plumbing fixtures and accessories shall be of commercial quality and shall be of water conserving type. Tenant tank type water closets to be equipped with Sloan "flush-mate," or equal, pressure assisted flushing device.
3. Floor drains to be provided in toilet rooms and kitchens.
4. Pipe sleeves shall be installed in penetrations through floor slabs.
5. Install an electronic "pulse" type water meter near floor, in an accessible location, in accordance with Standard Project Details. Meter, transmitter and address of meter will be provided by Landlord at Tenant's expense.
6. Food and beverage service tenants shall connect all grease laden waste to the Landlord's common Kitchen Waste System line, additionally, Tenant's pot and pan sink shall be provided with an individual floor mounted grease trap.
7. Food and beverage service tenants shall make gas service arrangements with the gas utility company. Routing of gas line shall be approved by Landlord prior to construction.
8. Food and beverage service tenants on the second and third levels shall be required to provide the following:
 - a. Waterproof membrane installed by Landlord's designated contractor at Tenant's expense
 - b. Install all under floor piping at ceiling of parking level below as high as possible in a neat and workmanlike manner
 - c. Insulate all under floor sanitary and kitchen waste piping

Fire Protection

Landlord Work

1. 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.

General Requirements

Tenant Work

1. Hydraulically calculated fire protection sprinkler system, fire hose cabinets, fire extinguishers, and other equipment within Tenant's premises according to Landlord's Insurance Underwriters' Fire Rating Inspection Bureau and Code requirements. Since the entire fire protection system for the project is required to be an inter-related, centrally controlled installation, Tenant shall cause to be designed and installed, by a qualified sprinkler contractor acceptable to Landlord, said system within Tenant's premises according to the Landlord's requirements; and shall submit for Landlord's review, shop drawings, specifications and hydraulic calculations for the sprinkler system that have been approved by the Fire Rating Inspection Bureau. Landlord's approval of this shall not constitute the assumption of any responsibilities by Landlord for the accuracy or sufficiency of the sprinkler system. Tenant shall be solely responsible for the system within the leased premises.
2. Valves are not allowed in the sprinkler system. Valving and alarm system is accomplished at source to building by Landlord.
3. Provide dry chemical fire protection system for range, hoods, etc.

Design Criteria

1. **Sales Area:** Density 0.20 GPM/SF over 3,000 feet.
2. **Stock Rooms:** Where stock exceeds 12 feet in height, coordinate design with the Fire Rating Inspection Bureau.
3. **Pressure and Flow Requirements:**

STATIC	RESIDUAL	FLOW
141 PSI	90 PSI	825 GPM

Sprinkler Heads

Sprinkler heads in gypsum board and other hard surface ceilings must be concealed type while sprinkler heads in lay-in ceilings to be semi-recessed heads. Pendant type sprinkler heads are permitted only in stock/storage areas. All sprinkler heads are to be Quick Response type sprinkler heads.

Electrical General Requirements

1. Refer to **Section Three: Design for requirements regarding Mechanical and Electrical components.**
2. Watt density
 - Retail Tenants: 6.0 watts/s.f.
 - Food & Beverage Service Tenants: 40.0 watts/s.f.
3. Transformers are to be supported at the floor, not from the building structure.
4. Equipment must be installed allowing clear access for servicing.
5. Electrical Data Tabulation Sheets must be filled out completely, certified, and submitted with Construction Documents for Landlord Review Process.

Landlord Work

1. Electrical primary and secondary distribution feeders to Center's central distribution bus duct(s), panel board(s) and switchboard(s)
2. Power available for the leased premises is 480/277 volt, 3 phase, 4 wire, 60 hertz.
3. Telephone incoming feeders to project central distribution closets.

Tenant Work

1. Electrical feeders in conduit from Landlord's distribution equipment to Tenant's premises. This work shall include, but not be limited to, furnishing and installing a fusible disconnect switch at Landlord's distribution equipment and conduit and conductors of sufficient capacity for Tenant's requirements. All conductors shall be insulated copper wire type THW or THWN. Minimum size shall be 30 amp at 480/277 volt, 3 phase, 4 wire.
2. Install an electronic "pulse" type check meter, in an accessible location, in accordance with Standard Project Details. Meter and commissioning of meter will be provided by Landlord at Tenant's expense.
3. Tap box, panel board(s), transformer(s), distribution center, conduits, and branch wiring, outlet boxes, and final connections to all electrical devices including mechanical equipment, controls, and signs.
4. Panel board(s) shall be designed for 20% minimum spare ampacity (based on connected load) and 20% spare breaker space.
5. All lighting fixtures, lamps, convenience outlets, time clocks, signs, etc., and all related conduits and wiring.
6. All fluorescent or incandescent lighting fixtures in Tenant's sales areas, other than track-type and decorative fixtures shall be recessed. Fluorescent fixtures shall have deep cell parabolic lenses. Bare lamp fluorescent or incandescent fixtures may not be used except in stockrooms or areas inaccessible to customers. Connections to all devices in Tenant's sales areas shall be concealed.
7. Telephone and Internet equipment, conduits and wire installations from tenant Dmark to central distribution cabinet shall be coordinated through Granite Telecommunications only, (855) GRT-GRID / (855) 478-4743.
8. 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.

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A N D B A Y S T R E E T

9. Exit/emergency lighting system functioning on a normal source or battery operated source for loss of power conditions (as required by governing codes). Emergency lighting shall be provided by Tenant to illuminate stock or sales area and rear exit way during power outages. Said lighting shall be battery operated, recessed lights or twin-head light pack(s). In areas visible to customers, battery assembly for emergency lights shall be concealed and remote-type light fixtures used.
10. Transformers, ballast, conduit, wiring, and related items for signs. Circuits serving sign(s) shall be connected by a time switch.
11. **Service call system:** Tenant shall provide and install a buzzer call system and all related conduit and wire located at back service corridor and must not be audible in sales area.
12. Three phase transformers (dry-type), for all tenants, shall have six standard full capacity tap arrangements. Entire installation within Tenant's premises shall be balanced equally across all three phases.
13. Entire installation shall meet all requirements of national or local electrical codes. All equipment shall bear UL labels.
14. All electrical wiring systems shall be in conduit. The use of "Bx" or "Romex" is not permitted.
15. The neutral conductor shall not be bonded to ground at Tenant's electrical distribution equipment. The ground fault protection in Landlord's distribution system will not function properly if the neutral is bonded to ground anywhere. Correct this situation if found existing.
16. Unless approved otherwise in the Tenant's lease, a roof access agreement is required prior to the installation of any roof mounted antenna or satellite dish.

“White Box” Construction Criteria

If the Lease requires that the leased premises be provided to the Tenant in a “White Box” condition, then the following work will be completed by the Landlord prior to the Landlord issuing the Premises Availability (P.A.) letter.

Floors

Plaza Level Floor: Five (5) inches of concrete on a 3” composite metal deck. Tenant shall provide in the depressed area adjacent to the storefront +/- four (4) inches of concrete reinforced with 6” x 6” W1.4 over rigid insulation, conforming the finish floor elevation with that of the pedestrian street.

Storefront work

Landlord shall provide a weather tight pre-finished storefront system of mullions and glazing complying with applicable governmental requirements. The storefront will include at least on 3’- 0” x 8’ - 0” entry/exit access door with required egress hardware. Tenant is responsible for providing permanent locking devices.

Landlord will provide exterior trellis and awning details appropriate to the exterior design of the building as defined by the Landlord's construction documents. Alterations or modifications to existing trellis and awning details by the Tenant are subject to Landlord approval and will be performed by the Tenant at Tenant's expense.

Walls, Partitions and Separations

1. Landlord will construct a metal stud and gypsum board partition separating the stockroom area from the sales area. Gypsum board finish will be provided on both sides, taped and spackled to a height of 12' – 0" A.F.F. This wall will be constructed to define the sales area at 80% of the area of the premises. A hollow metal door and jamb will be provided in a location as defined by the Landlord.
2. All demising partitions will be finished with one layer 5/8" type "X" gypsum board, taped and spackled extending to underside of the structure above.
3. All demising partitions are non-structural. Additional structural supports and blocking shall be provided by Tenant at Tenant's expense.

Any modifications to the existing building systems or utilities required by the tenant will be performed by the Landlord's designated contractor at Tenant's expense.

Exit / Access Doors

1. If required by governing codes, an exit/access door shall be provided by the Landlord to a corridor adjoining the rear of the premises. The door shall be a hollow metal 3'-0" x 6'-8" x 1- 3/4" "B" label fire door and frame with commercial grade hardware as required by code. Said door shall be constructed in a recessed vestibule.

Locks are to be installed by the Tenant at Tenant's expense.

2. Exit/access door shall be painted per color specified by Landlord and labeled with store name and number as specified and provided by center management.

Ceiling Work

1. Landlord will provide a 24" x 24" lay-in ceiling grid with tegular edged tiles throughout the sales area. The ceiling will be installed at a height of 11' – 0" A.F.F. throughout the sales area, which shall comprise the front 80% of the leased premises area defined by the location of the stockroom wall.
2. All diffusers, grilles, tracks, etc., must be painted to match finish ceiling.
3. A gypsum board finished soffit will be provided by the Landlord at the storefront, conforming to the height of the storefront glazing.

Mechanical

Points of connection to the following utilities provided by Landlord:

- a. 4" Sanitary sewer stub
- b. 3/4" Cold water stub, insulated with a capped Tee connection and a shut-off valve.
- c. 2" Plumbing vent stub
- d. Toilet exhaust vent with a capped stub. Exhaust main is designed to handle 2 CFM per square foot of toilet room or 75 CFM per water closet or urinal – whichever is greater (power exhaust to be provided by Tenant).

Any modifications to the existing building systems or utilities required by the tenant will be performed by the Landlord's designated contractor at Tenant's expense.

Heating, Ventilation and Air-Conditioning

A complete central heating, ventilation and air conditioning system will be provided by the Landlord designed with the following parameters and components.

- a. Designed to maintain 76 degrees during summer and 70 degrees during winter
- b. Designed to cool at 1 ton per 250 square feet and providing 2 CFM per square foot.
- c. VAV boxes will be provided with electrical controls and space sensors which are tied into tenants electrical service (VAV units shall be 120V – 1phase).
- d. BAS connection will be provided
- e. Internal air distribution including diffusers and grilles will be provided (1/200 s.f. per criteria). Diffusers will be located in the ceiling grid.
- f. Air balancing and report will be provided.

Plumbing

A toilet facility will be provided in the premises if required by applicable governmental codes. This toilet facility will include the following:

- a. Wall-mounted sink w/Insta-hot water heater
- b. Floor-mounted flush tank water closet
- c. Floor drain
- d. Mirror
- e. Combination light/exhaust fan w/switch
- f. Grab bars
- g. 3 5/8" metal stub walls w/ 5/8" Type "X" gypsum board on both sides. Painted within toilet facility
- h. Hollow metal door and jamb with privacy hardware
- i. Connections to all applicable utilities as required

An electronic pulse-type water meter and wireless transmitter will be provided if a toilet facility is provided by Landlord.

Fire Protection

A complete fire protection sprinkler grid will be provided throughout the sales and stock areas in compliance with applicable codes. All sprinkler heads will be quick response pendant heads.

Any modifications to the existing building systems or utilities required by the tenant will be performed by the Landlord's designated contractor at Tenant's expense.

Electrical

A complete electrical service, distribution and lighting system will be provided by the Landlord within the leased premises designed with the following parameters and components.

Electrical service and distribution system

- a. Maximum power allowed is 7.5 watts per square foot from a 466/280V, 3 phase, 4 wired service.
- b. Disconnect switch
- c. Transformer
- d. 120/208 volt panel, properly labeled
- e. EMT from the designated electrical distribution room or bus duct to the demised premises.
- f. Distribution wiring to lights and outlets (switches in stockroom and toilet room)
- g. One (1) 20 amp dedicated sign circuit with J box at storefront for tenant's sign.
- h. Duplex outlet(s) at storefront display as required by code
- i. One (1) 20 amp dedicated cash register circuit
- j. Convenience duplex outlet – (1) every 40 feet at demising walls
- k. A check meter located within the premises
- l. VAV power wired from tenant panel

Lighting

- a. Recessed and track lighting at the storefront display windows and entry
- b. 2' x 2' 2 lamp fluorescent light fixtures with 16 cell parabolic lenses in the sales area. Located on the basis of one fixture per 64 square feet.
- c. 2 tube fluorescent strip lighting located throughout the stockroom area on the basis of one fixture per 150 square feet. Fixtures will be chain-mounted from the structure above
- d. Exit and emergency lighting as required by code. Emergency lighting will be provided with wall mounted battery packs. Additional exit signs and emergency lighting as required by the tenant's particular use of the leased premises will be installed by Tenant at Tenant's expense.
- e. Night lighting will be provided at one fixture per every 1,000 square feet of leased premises or as required by code.

Telephone

Conduit only will be provided by the Landlord extending from the nearest telephone distribution point to a location within the leased premises. Telephone and Internet equipment, conduits and wire installations from tenant Dmark to central distribution cabinet shall be coordinated through Granite Telecommunications only, (855) GRT-GRID / (855) 478-4743..

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Fire Alarm System

Smoke detectors and audio/visual annunciator devices will be provided by Landlord as required by code and tied into and activated from the base building Fire Alarm system.

Any modifications to the existing building systems or utilities required by the tenant will be performed by the Landlord's designated contractor at Tenant's expense.

SUBMITTAL REQUIREMENTS

INTRODUCTION

Any renderings, drawings and floor plans contained in this Handbook are included for illustrative purposes only. The Landlord's actual configuration and design of Bay Street, as constructed may vary in certain aspects from such renderings, drawings and floor plans.

Store Planner

It is the purpose of the Store Planner to help you open your store on time and to ensure that your store is architecturally compatible with and of the same design quality as Bay Street.

The Store Planner's role is to act as a liaison between the Landlord and the Tenant:

Store Planning & Design:

The Taubman Company
200 East Long Lake Road, Suite 300
Bloomfield Hills, MI 48303-0200
Attn: Heidi Schmidt
Phone: (313) 410-1081
hschmidt@taubman.com

Tenant Design Package

1. Landlord will furnish Tenant with one (1) copy of the Bay Street Tenant Handbook and computer disks containing CAD version of the Space Layout Drawings (S.L.D.) and Mechanical and Electrical Criteria Drawings.

In addition copies of the following drawings are included:

- Base Building Mechanical and Electrical Systems
 - Structural Framing
 - Exterior elevations and wall sections.
2. Tenant should review the S.L.D. and make it available to Tenant's architect, engineer and general contractor engaged in the design and construction of the demised premises. Any questions with respect to the information provided should be immediately directed to Landlord's Tenant Coordinator for clarification.
 3. Tenant is required to visit the Leased Premises to verify all existing conditions prior to the start of store design.
 4. Tenant is required to retain the services of a licensed professional Architect/Engineer in the State of Florida to design their space and prepare the required construction documents. Tenant is encouraged to retain the serviced of a professionally trained graphic designer to design their graphic and signage.
 5. Tenant shall make submittal to Landlord by an overnight delivery service. Final submittal shall bear the seal and signature of the registered Architect/Engineer.

The design submittal must be completed as outlined below. Each design submittal will be considered on its individual merit. No design will be approved until all required documents have been received.

Submittal 1 – Design Drawings

Submittal 1 shall be within 30 days of Lease execution or Tenant receipt of Tenant's Design Package, whichever is later to occur. The purpose of this phase is to acquaint the Landlord with the Tenant's intentions and to fully coordinate them with the Project Design Criteria, before the construction document phase. Included in this submittal will be conceptual design of the store signage.

Tenant must submit to Landlord drawings, specifications and samples as follows:

- a. One set of reproducible or vellum drawings on 24" by 36" paper
- b. One set of blue line prints on 24" by 36" paper
- c. Specifications, if not included in the drawings, shall be submitted on 8 1/2" x 11" paper. Identify the Tenant name and Space Number on the cover.
- d. Samples and color chips of all materials and finishes, firmly attached to illustration board (s), no larger than 8 1/2" x 11" and clearly labeled.

Drawings shall include the following information at a minimum.

1. Floor plan (scale: 1/4" or 1/8" = 1' – 0") indicating interior layout.
2. Reflected ceiling plan (scale: same as floor plan). White Box Tenants shall indicate any changes to Landlord provided ceiling.
3. Typical interior elevations/sections (scale: same as floor plane).
4. Storefront, counter and partition elevations and sections including graphics, displays, casework, signage, materials and color of finish (scale: 3/4" = 1' – 0, 3" = 1' – 0 for food tenants).
5. Signage sketches indicating location, size, materials, color and letter type and logos (scale: 1" = 1' – 0).
6. Schematic plumbing, HVAC and electrical (scale: same as floor plan).

After Receipt of Submittal 1

1. Landlord shall, within fourteen (14) days, return to Tenant one (1) set of blue lines with modifications and/or approval.
2. Tenants failing to submit drawings within 30 days, as outlined above, will be officially notified by Landlord. Tenant will have five (5) days to submit drawings or be penalized in accordance with Terms of the Lease.

Should submittal not be approved by Landlord, Tenant shall resubmit within 10 days of receipt of not approved drawings.

Tenants with approved **Submittal 1** shall prepare and issue **Submittal 2** for Landlord review within 21 days from receipt of Submittal 1 approval.

Submittal 2 – Construction Documents

Submittal 2 will contain the working drawings and specifications used by Tenant's general contractor to construct Tenant Space. Submittal 2 shall include at a minimum, the following:

- a. One set of reproducible or vellum drawings on 24" by 36" paper
- b. One set of blueprints on 24" by 36" paper
- c. One set of specifications shall be submitted on 8 1/2" x 11" paper.
- d. Material samples shall be firmly applied to illustration board (s), no larger than 8 1/2" x 11" and clearly labeled, (if not previously submitted).

Architectural Drawings

- Key Plan showing location of Leased Premises
- Floor Plan
- Reflected Ceiling Plan with Lighting Layout
- Storefront Elevation, Section, and Details
- Typical Interior Transverse and Longitudinal Sections
- Interior Elevations
- Details of Special Conditions and Architectural Features
- Door Schedule and related details
- Hardware Specifications or Schedule for all Hardware
- Finish Schedule, materials sample board
- Fixture Plans and Details (photographs, catalog cut sheets, drawings, etc.)
- Storefront sign Shop Drawings
- HVAC Plans
- Special Details
- Completed Mechanical Load Tabulation Form (Appendix A)
- Electrical Plans
- Special Details
- Riser Diagram
- Lighting Schedule (submit fixture cut sheets)
- Completed Electrical Data Tabulation Form (Appendix A)
- Plumbing Plans
- Fire Protection Plans
- Specifications
- Letter of certification (sample at the end of this section)

Landlord Review Comments and Tenant's Response

After review of Tenant's Construction Drawings and Specifications, Landlord shall return to the Tenant one set of prints with comments indication approval or disapproval. If Construction Drawings are returned to the Tenant without Landlord's approval, Tenant shall revise and resubmit Construction Drawings to the Landlord for approval within them (10) days of their receipt by Tenant. Any revisions to the approved Construction Drawings must be approved in writing by the Landlord before commencing work.

Construction of the Leased Premises

Pre-Construction Requirements

Construction Start

The Tenant is required to commence construction no later than fourteen days after receipt by the Tenant of approved Construction Drawings from the Landlord or from date of written notice by Landlord that the Tenant's premises are ready for construction and delivery of the space has been made.

Commencement of Construction

Will not be permitted until the Tenant completes the following items:

1. Fully executed Lease.
2. Landlord approval of Construction Documents.
3. Premise Delivery Letter from Landlord.
4. Building Permit issued by the governing Building Department.
5. Completed Pre-Construction Information Form (See Appendix B) with the following information:
 - a. **Names and Addresses:** Provide names and addresses of all contractors on the job including, but not limited to, the general, mechanical, electrical, and plumbing contractors Tenant intends to engage in the construction of the leased premises.
 - b. **Schedule:** The date on which the Tenant's construction work will commence with the estimated date of completion of Tenant's construction work and fixturing work and the date of Tenant's projected opening for business in the leased premises.
 - c. **Costs:** Estimated construction costs including architectural, engineering and contractor's fees.
 - d. **Bonds:** Tenant's contractors' performance or labor and material bonds, if so required by the Landlord or any other bond to be furnished by the Tenant as may be required by the Landlord to ensure the faithful performance of the work according to the drawings and specifications approved by the Landlord.
6. Tenant's Contractor Pre-Construction Requirements:
 - a. Pre-Construction meeting with Landlord's Field Representative.
 - b. Construction deposit as determined by the Landlord's Field Representative.
 - c. Facilities cleaning and maintenance.

7. Evidence of Insurance:

General Requirements

- a. Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during construction and fixturing work within leased premises, all insurance policies required and in the amounts as set forth herein. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certificates of insurance have been delivered to the Landlord.

- b. All such insurance policies required, except as noted below, shall include Landlord, its managing agent, its architect, its general contractor and the partners and agents of Landlord and the partners of partners and any other parties in interest designated by Landlord as additional insured, except Workmen's Compensation Insurance, which shall contain an endorsement waiving all rights or subrogation against Landlord, its architect, its general contractor, partners and agents and the partners of parties and any other parties in interest designated by Landlord.
- c. Certificates of Insurance shall provide that no reduction in the amounts or limits of liability or cancellation of insurance coverage shall be undertaken without prior thirty day written notice to Landlord.
- d. The insurance required shall be in addition to any insurance to be procured by Tenant pursuant to Section 11.01 of the Lease to which the Exhibit is attached.

Insurance Requirements

(Minimum Coverage and Liability Limits)

- a. Workman's Compensation: Shall be as required by state law including Employer's Liability Insurance with a limit of not less than \$2,000,000 and any insurance required by any Employee Benefits Acts or other statutes applicable where the work is to be performed as will protect the contractor and sub-contractors from any liability under aforementioned acts.
- b. Comprehensive General Liability Insurance (Including Contractor's Protective Liability): Any insurance required under this section furnished under a blanket policy shall contain an endorsement that guarantees a minimum limit available for the premises equal to the insurance amounts required under this section. Must not be less than \$2,000,000 for any one occurrence whether involving bodily injury liability (and subsequent death) or property damage liability or a combination thereof with an aggregate limit of \$2,000,000. Such insurance shall provide for explosion, collapse and underground coverage. Such insurance shall insure Tenant's general contractor against any claims for bodily injury including death resulting therefrom and damage to or destruction of property of any kind whatsoever and to whomever belonging and arising from Tenant's operations under the contract and whether such operations are performed by Tenant's general contractor, sub-contractors or any of their sub-contractors or by anyone directly or indirectly employed by any of them.
- c. Comprehensive Automobile Liability Insurance: Shall include the ownership, maintenance and operation of any automotive equipment owned, hire and non-owned in the following amounts:
 - Bodily injury per occurrence for personal injury or death: \$2,000,000.
 - Property Damage **Liability: \$2,000,000.**

Such insurance shall insure the general contractor or sub-contractor against any claims for bodily injury including death resulting therefrom and damage to property of others caused by accident and arising from Tenant's operations under contract and whether such operations are performed by the general contractor, subcontractors or by anyone directly or indirectly, employed by any of them.

- d. Tenant's Protective Liability Insurance: Tenant shall provide Owner's Protective Liability Insurance as will insure Tenant against any liability to third parties for damages because of bodily injury liability including death resulting therefrom and property damages liability of others or a combination thereof that may arise from work in connection with the leased premises and any other liability for damages that Tenant's general contractor or sub-contractors are required to insure against under any provisions herein. Said insurance shall be provided in minimum amounts as follows:
 - Bodily injury per occurrence for personal injury or death: \$2,000,000.
 - Property Damage Liability: \$2,000,000.

- e. Tenant's Builder's Risk Insurance: Tenant shall provide an "All Physical Loss" Builder's Risk Insurance policy on the work to be performed for Tenant in the leased premises as it relates to the building within which the leased premises are located. The policy shall include the following as insureds: Tenant, Tenant's contractors and sub-contractors, Landlord and the partners and agents of Landlord as their interests may appear. The amount of insurance to be provided shall be 100% of the replacement cost.

Landlord's Field Representative

It is the role of the Field Representative to provide the Tenant's architect and contractor as the on-site liaison. Before commencing construction, the Tenant's contractor must check in with the Field Representative to obtain a list of rules and regulations, coordinate activities such as floor slab pour, installation of demising wall studs, etc., and review Landlord's approved Construction Drawings filed on site. A close working relationship between the Landlord's Field Representative and the Tenant's general contractor is essential to maintain an orderly progression of work.

Tenant's General Contractor

All contractors engaged by Tenant Shall be bondable, licensed contractors possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job. All work shall be coordinated with the general project work.

Rules and Regulations

1. Construction shall comply in all aspects with applicable federal, state, county or city statutes, ordinances, regulation, laws and codes. All required building and other permits in connection with the construction and completion of the leased premises shall be obtained and paid for by the Tenant.
2. Tenant shall provide temporary heat if required.
3. Tenant shall apply and pay for all temporary utility services.
4. Tenant shall cause its contractor to provide warranties for not less than one year against defects in workmanship, materials and equipment.
5. Tenant's work shall be subject to the inspection of Landlord, its consultants and its supervisory personnel.
6. Tenant shall pay for all temporary utility services and the removal of debris as necessary and required in connection with the construction of the leased premises. Storage of Tenant's contractor's construction material, tools, equipment and debris shall be confined to the leased premises and in the areas that may be designated for such purposes by Landlord. In no event shall any material or debris be stored in the mall or service/exit corridors. If debris is found in these areas, it will be removed at the expense of the Tenant that is responsible.
7. During initial construction, Tenant fixturing and merchandise stocking, Landlord will provide trash removal service from designated truck courts at Tenant's expense. Tenant is responsible for breaking down boxes and placing trash in containers in the designated truck court areas. The Landlord may, at any time, discontinue trash removal service thereby requiring the Tenant to be responsible for arranging removal service. All such work shall be performed by contractors approved by the Landlord.
8. In order to prevent constant shutdown of the sprinkler system, it will be necessary for the Tenant's general contractor to schedule a tie-in with the Landlord's Field Representative. The times for shutdown and fee will be determined by the Landlord's Field Representative in the field.

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9. The metal demising studs will be installed by Landlord, at Tenant's expense. The Tenant's contractor should make sure that these studs are plumb and evenly spaced before installation of drywall.
10. A full height barricade shall be installed by the Tenant's contractor. Said barricade will be built approximately 3'-0" from the lease line. The contractor will remove the barricade once a "Certificate of Occupancy" is granted by the local Building Department and all construction deficiencies have been resolved with Landlord's Field Representative.

Landlord's Right to Perform Work

Landlord shall have the right to perform, for the account of Tenant, subject to reimbursement of the cost thereof by Tenant, any of the Tenant's work which Landlord determines in its sole discretion should be performed immediately and on an emergency basis for the best interest of the project including without limitation, work that pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris.

Post-Construction Procedures

Upon the completion of Tenant's construction and fixturing work, Tenant's architect shall inspect the finished space and send to Landlord a copy of the inspection form (included at the end of this section is a sample form).

Contingent upon the Following:

1. The satisfactory completion by Tenant of the work to be performed by Tenant including correction of deficiencies and inconsistencies with approved Construction Drawings and Specifications.
2. The Lien period for the work performed by Tenant in the leased premises has expired and no liens in connection with same have been filed; or if said lien period has not expired, Tenant furnishes Landlord with Waivers of Liens and sworn statements from all persons performing labor or supplying materials in connection with such work showing that all said persons have been compensated in full.
3. Submittal by Tenant to Landlord of a detailed breakdown of Tenant's final and total construction costs.
4. Submittal by Tenant to Landlord of warranties for not less than one year against defects in workmanship, materials and equipment if so required by Landlord.
5. Full payment by Tenant of all sums due Landlord for items of work performed by Landlord on behalf of Tenant.
6. A copy of the air balance report as prepared by Tenant's temperature control contractor.
7. A copy of the contractor's Material and Test Certificate for the tenant's sprinkler system verifying its receipt by Landlord's insurance carrier.
8. The issuance of a Certificate of Occupancy by the governing Building Department.

Store Completion Inspection

Store Name: _____

Center: _____ Space Number: _____

The above-named store was inspected on _____ by this office and is hereby certified to be in compliance with the Construction Documents submitted to and approved by the Landlord dated _____

The following is a list of items either incomplete or inconsistent to those documents:

1. _____
2. _____
3. _____
4. _____
5. _____

(Use back of form for additional items)

The included list has been forwarded to the General Contractor to remedy same. A copy of this form has also been sent to the Tenant.

Signed: _____

Title: _____

Date: _____

Complete address: _____

Telephone: _____

Fax: _____

Appendix B: Pre-Construction Information Form

This form is to be completed prior to the Pre-Construction Meeting to be held with Landlord's Field Representative. Construction work may not commence until this form is completed in its entirety and approved by Landlord's Project Manager or designated representative.

1. General Contractor:
Superintendent: _____

Address: _____

Office Phone: _____

2. Mechanical Contractor:
Superintendent: _____

Address: _____

Office Phone: _____

3. Electrical Contractor:
Superintendent: _____

Address: _____

Office Phone: _____

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4. Plumbing Contractor:
Superintendent: _____

Address: _____

Office Phone: _____

5. Sprinkler Contractor:
Superintendent: _____

Address: _____

Office Phone: _____

6. Commencement Date for Construction: _____

7. Estimated Date for Completion: _____

8. Estimated Date for Fixturing: _____

9. Estimated Date for Opening: _____

10. Cost of Construction: _____

Evidence of Insurance as set forth in
11. Exhibit "B" of Lease Agreement _____

Tenant's Signature: _____

Date: _____

Landlord's Field Representative: _____

Date: _____