



DOLPHIN MALL

TENANT CONSTRUCTION
RULES & REGULATIONS
MANUAL

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CONSTRUCTION PREREQUISITES

Required Documents:

The following documents shall be assembled by the tenant's general contractor before arranging a pre-construction meeting with the center management staff.

1. Obtain a building permit (**City of Sweetwater**)
2. Submit required insurance to the landlord to include the following:

Comprehensive General Liability:

A blanket policy for the amount not less than \$2,000,000.00 for any one occurrence.

Comprehensive Automotive Liability:

Include ownership, maintenance and operation of any automotive equipment in the amounts as follows:

- Bodily injury (Personal Injury or Death) in the amount of \$2,000,000.00 for each occurrence,
- Property Damage in the amount of \$2,000,000.00 for each occurrence.

The following to be additionally insured: Dolphin Mall Associates, LLC. and the Taubman Company, LLC., as managing agent, as additionally insured. Note: Coverage is primary and not contributory with any other insurance carried by the Additional Insured.

3. Submit required workman compensation documentation as regulated by your state law, an amount not less than \$2,000,000.00 and any additional amounts by other applicable statutes.
4. Submit security deposit check made payable to:

Dolphin Mall Associates, LLC.

- White box space requires a Five-Thousand and 00/100 Dollar (**\$5000.00**) refundable Construction Security deposit

- Black box space and Restaurants based on Size of Project will require an Eight Thousand and 00/100 Dollar (**\$8000.00**) or Ten Thousand and 00/100 Dollars (**\$10,000.00**) refundable Construction Security deposit.

**** Discretion of Facilities Director ****

****For Sec. Deposits for Kiosk and Temporary In-Line Stores please contact the Facilities Director ****

5. The General contractor shall submit Two (2) separate checks payable to **Dolphin Mall Associates, LLC** as follows:
 - **\$1,100.00** for barricade cost and announcing signage for store fronts up to 25ft (non-refundable) **or**
 - **\$1,450.00** if storefront is over 25 ft. (non- refundable)
 - **\$475.00** administration fees (non-refundable)

****Other Fees such as Helicopter/Crane Fees please contact the Facilities Director****

6. One complete set of Landlord approved construction drawings should be reviewed by the general contractor before the preconstruction meeting. A set of approved Landlord drawings shall be posted on the construction site at all times for coordination.
7. Submit a list of subcontractors used by the general contractor during the construction process to Center Management.

When all prerequisite documents are assembled, the general contractor can deliver them to the Center Management office for review. It is requested that the general contractor obtain a copy of the Construction Rules and Regulations and review them prior to the Pre-Construction meeting.

Pre-construction Meeting:

It is the Landlord's intention to ensure a smooth and steady construction process for each individual Tenant. The Tenant's construction drawings have been through an extensive review process to confirm compliance with the Landlord's criteria. During the Pre-Construction meeting the general contractor will be made aware of the Tenant/ Landlord relationship and the obligations the general contractor has while acting at this time. All

preventive measures outlined at this meeting can save time & money in the long term.

1. A pre-construction meeting between Center Management and the general contractor is a scheduled meeting. Arrangements must be made 48 hours in advance so that the center can arrange its staff and coordinate the meeting.
 - A. Specific requirements will be discussed during the Pre-Construction Meeting. The general contractor is responsible for ensuring that all sub- contractors involved with construction are fully aware of all information contained in this manual.
 - B. The Landlord approved construction drawings will be reviewed during this time. The general contractor will be made aware of all stamp and
Written comments on these drawings. All comments shall be incorporated Into the actual store construction. One set of these approved documents must be kept on the job site at all times.
 - C. A copy of the pre-opening construction completion list will be provided Identifying typical punch list issues that must be corrected prior to store Opening. This document will be used throughout construction to identify deficiencies that must be corrected.
2. Complete the premise acceptance forms with Center Management.
3. Landlord's "Construction Rules" will be posted and available in the space at all times.
4. Site specific information
5. The Contractor shall provide a full-time superintendent on the job site throughout all phases of Construction.
6. **TEMP STORES**
 - A. Certificate of Use CU will be required Prior to Opening -
 - Copy of Lease
 - Floor Plan-Sketch
 - Sq ft of area being occupied
 - Type of Business and Owners Name
 - If Business is a Corporation, must have the name of the Corporate

Officer that is allowed to sign - They will check Sunbiz.

- A Check made out to the City of Sweetwater in the amount of **\$150.00** to pay up front fees. Also, once the application has been accepted, the City will issue a final fee that can be paid by filling out the attached credit card authorization fee.

B. BTR – (Business Tax Receipt):

A BTR WILL BE REQUIRED OF ALL MERCHANTS AFTER OPENING – THIS IS MERCHANT RESPONSIBILITY – MERCHANT WILL TYPICALLY BE GIVEN A 10 DAY GRACE PERIOD UNTIL CITY OF SWEETWATER COMMENCES WITH NOTIFICATIONS AND FINES -

- Must have original CU
- A copy of the lease
- Copy of the Driver's License of the person that's allowed to sign for company
- Retail Businesses must submit their average yearly inventory amount. Restaurants must include their number of chairs
- There will be fees that need to be paid in Miami Dade County (DERM)

General Rules:

The following rules and procedures shall be strictly adhered to during all phases Of Tenant Construction:

1. Construction shall comply in all respects with applicable Federal, State, County and/or Municipal Ordinances, Regulations, Laws and Codes.
2. Tenants, Tenant Contractors and their employees are expected to act in accordance with any and all regulations established by Center Management.
3. Deduction from your construction deposit will occur if Center Management incurs costs related to Contractor's work at the center. This deposit less any deductions shall be returned to the originating party following correction of pre-opening checklist items, store opening, or outstanding punch list items, including an air balance report.
4. Located in the Tenant space during all construction phases must be two or more fire extinguishers as required by the size of the project.

5. The operation of core drilling, jack hammering, hammer guns and nail guns, or any other construction equipment which creates loud or bothersome noise, must be done before 8:00 AM, or after 12:00 PM, OR AS DECIDED BY DIRECTOR OF FACILITIES, so that it does not interfere with normal operation of the center
6. All rooftop equipment and support steel shall be approved by Landlord's structural engineer and painted in accordance with the Landlord's schedule.
7. Tenant installing rooftop equipment shall stencil such equipment with Tenant's name and space number using two inch high, black: vinyl letters.
8. All Tenant Contractor's will enter through designated Service Area.
9. Workers are not allowed to carry tools, construction material or other equipment through the Center.

10. LANDLORD'S RIGHT TO STOP CONSTRUCTION

Landlord reserves the right to stop construction at any time for safety or aesthetic reasons or if Contractor or Subcontractor's representatives violate the rules and Policies contained in this manual.

11. GC/MERCHANT is Completely Responsible for any and ALL Open Tops positioned on Site.

12. GC/MERCHANT is 100% Responsible for ALL STAE/MUNICIPAL PERMITTING REQUIREMENTS

13. GC/MERCHANT is COMPLETELY RESPONSIBLE TO ASSURE THAT THE COMMON AREA IS LEFT CLEAN AND PRESENTABLE PRIOR TO MALL OPENING.

14. GC/MERCHANT IS **100% Responsible** to Assure that ALL Common Area Lighting/Speakers/Fire Control Wiring/Fiber, and All Other Items are kept intact or Repaired Like New if Damages Occur.

15. GC/MERCHANT IS **100% Responsible** to Mitigate/Subrogate any and All Issues that pertain to Construction Debris/Dust with ALL Other Merchants. Landlord will FINE this Project for any Infractions up to and Including Shutdown of said Project if Issues Continue.

16. GC/MERCHANT IS 100% Responsible to coordinate all Required Tel/Data needs with Mall

Approved Vendor - **Granite Grid 24/7 Customer Service Line – 1-855-GRT-GRID / 1-855-478-4743**

17. GC/MERCHANT IS **100% Responsible** to Assure that ALL Required Mechanical Scope is followed to assure proper Operations up to and Including all require VAV Upgrades and Subsequent coordination with Approved Vendor - **South Florida Controls | 13393 SW 131 Street, Miami, FL 3186 | 786-293-3272**

18. GC/MERCHANT IS **100% Responsible** for all Municipal and State Requirements. Location will NOT open unless all Landlord and City of Sweetwater Requirements are met - **NO DEVIATIONS TO THIS WILL BE ACCEPTED.**

Premises Acceptance Walk-Thru

1. Utility Tie-in Locations

- A. Smoke Detector (if applicable)
- B. Pneumatic Line or electronic control network (if applicable)
- C. HVAC Connections (if applicable)
- D. Sprinkler main and tie in Location
- E. Domestic Water
- F. Sanitary Line
- G. Vent Line (if applicable)
- H. Toilet Exhaust Vent (if applicable)
- I. Telephone Service
- J. Electric Service
- K. Gas Line

2. Lease Line

3. Existing Conditions

- A. Mall Soffit
- B. Lease Line Floor Material
- C. Neutral Piers
- D. Previous Tenant File Review and/or Prints
- E. Service Corridor, Service Area, Dumpster Location, Service Elevator, Overhead Doors.

4. Designated Loading Dock and Routing of Material deliveries

5. Premises Acceptance Form:

Demolition and/or construction can cause unintentional damage. To

protect both parties from any damage claims, representatives of the Landlord (Center Management) and general contractor will inspect the Tenant space before construction. Existing conditions within the tenant space and the adjacent area will be inspected and noted with the date on the Premise Acceptance Form. From this date forward, the general contractor will be responsible for protecting the listed items and any other areas the general contractor or subcontractor occupy.

CONSTRUCTION

Barricades, Storefront Access and Doors

1. Tenants starting construction shall install a temporary barricade at their Cost. Contact for Boston Barricade is as Follows:

David Brown

Project Manager

Direct: 772-257-7438 | Mobile: 772-766-9559

dbrown@bostonbarricade.com

Boston Barricade Company

840 35th Ct SW | Vero Beach | FL | 32968

2. **Case per Case** - Part of the barricade may be comprised of wall covering on the inside of the tenant's storefront glass. The wall covering must remain intact and complete throughout construction. Contractor will be assessed a fee for any damages necessitating replacement or repairs. If the space has no back door or if storefront construction is required, the Tenant Contractor shall construction a gypsum board barricade with a door opening at the store entrance/opening. If the Space is Located Outside – GC will construct Barricade out of Smooth Plywood – ultimately Painted with Baseboard and with a Pre-Approved Barricade Graphic installed. The barricade shall be finished to meet the center's specifications.
3. If applicable, The Tenant Contractor may move the barricade out three feet from the lease line to work on the storefront. This shall be accomplished in a stable and professional manner and under the supervision of Center Management. The barricade must remain rigid, squared and plumb throughout the construction. Any Changes to positioning will be reviewed by Director of Facilities.

4. Contractor should cover top of the barricade and all perimeter openings to the highest secure point. Visqueen shall be used. (at least 1 mil weight) to ensure that no construction dust enters the common area and adjacent spaces. If it becomes necessary for Center Management personnel to clean any areas adjacent to the space, (due to construction debris or dirt) the contractor will be charged the applicable billable rate for the time and material expended on the clean-up. Contractor shall ensure that Visqueen is installed over the rolling grille opening or any other part of the storefront that will permit dust into the mall common area.
5. The exposed mall floor material shall be covered by plywood, carpet or Masonite to prevent damage to it.
6. If there is no adjacent corridor or service door to be installed, the Contractor may install a door in the barricade. The door shall be properly installed by the Contractor. This door shall be equipped with a device to ensure the door remains in a closed position at all times. This will prevent unauthorized personnel from entering the site and help contain dust within the space.
7. If the space has a service corridor door; the door must remain closed and locked at the end of the contractor's day.
8. No type of signage is allowed on the barricades except that which is installed by the Landlord.
9. When the store is completed and the barricade is to be removed, it must be with Center Managements approval and **coordinated 48 hours in advance.**
10. The Tenant General Contractor will be responsible for disassembly and removal of the barricade as directed by Center Management.

11. Upon completion of the job and following removal of the barricade, it is the Contractor's responsibility to paint and clean all surfaces used to secure the barricade.

12. MERCHANT/GC will be responsible to assure that all Existing Wiring that affects any and all common area use is re-installed in in functioning order. Regardless of Location. Coordination Questions thru Director of Facilities.

Demolition

1. Demolition shall not interfere with the daily operation of adjacent Tenants or center common areas. Be aware of work that may cause excessive vibrations, which can damage to adjacent tenant spaces and/or surrounding areas.
2. Remove all existing electrical, mechanical, plumbing and other utilities and equipment to the source. Do not abandon any unused equipment.

Noise & Odors

1. If excessive noise or odors are identified by the center personnel, the general contractor will cease such operations immediately.

Concrete (If applicable)

The general contractor is required to be present during the entire concrete pouring process to ensure that concrete contractor is aware of and Complies with the following requirements:

1. Routes into mall from concrete truck shall be as designated by Center Management.
2. All concrete pours shall be scheduled with the Center Management a minimum of 48 hours in advance.
3. Layout of any "new" tenant spaces on grade shall be performed in accordance with the Landlord's Space Layout, contractor designated by the Landlord. The concrete slab must be made ready to fully accept the bottom track of the demising wall.
4. Concrete trucks must stay outside of the curb around the perimeter of the building. No trucks will be allowed on the sidewalks or curbs.
5. When pumping concrete to the site, provide wood blocking below the coupling
6. All concrete Contractors shall put down Visqueen and plywood along the route the concrete is routed through the Center to the Tenant's premises. This shall include the area around and directly below the truck.

7. No concrete carts or wheelbarrows will be allowed through the main Center entrances at any time.
8. Concrete trucks are absolutely forbidden to wash out or dump any unused concrete on any portion of the center property.
9. Gas or propane powered concrete buggies are not allowed at any time within the project building. Only manual equipment shall be utilized.
10. Floors on grade: All slabs on grade shall consist of concrete with a minimum strength of 3,000 PSI, OR AS DESIGNATED BY DIRECTOR OF FACILITIES AN/OR LANDLORD, a minimum 4" thickness with 6" X 6", W1.4 WWF steel reinforcement and a Visqueen vapor barrier on compacted fill. Tenant shall provide additional sand fill and/or remove excess as required. A petroleum based (Bituminous) coating shall be applied at the base of all steel columns.
11. Supported floors: A2" depressed area may exist in Tenant spaces on supported slabs. The general contractor is responsible for filling and sloping this area to ensure that the Tenant's finish Boor material is the same elevation as landlord's tile Floor. An agent shall be applied to any surface treated with concrete or cementitious product.

Demising Walls

1. At Tenant's expense, the landlord will install 4" metal studs, 16" o.c., and floor to structure above. The general contract or shall verify that the drywall contractor installs a minimum of one layer of 5/8".fire-rated gypsum board, fire taped and spackled from the floor to ceiling. Finished fire rated walls shall be installed in such a manner that the resulting partition will be airtight to the ceiling, roof or structure above. Finished demising walls shall be installed in such a manner that the resulting partition is open above 120"a.f.f. to the underside of the roof structure above or as indicated on the Landlord Approved construction documents.
2. **The demising wall will be located per dimensions indicated on the Landlord's architectural drawing (A-2). Any dimensional inconsistencies between the Space Layout drawing and the Landlord approved construction drawings should be brought to the immediate attention of Center Management. General Contractor/Merchant are 100% Responsible to assure that Demise Wall is laid out as for mentioned.**

3. Demising walls do not possess any structural value; the general contractor shall provide structural reinforcement if Tenant's construction is to be attached to or supported from- the demising wall. Structural drawings must be approved by the Landlord's structural engineer.
4. The general contractor shall schedule "New" demising wall installation with Center Management. Floor conditions must be level and structurally sound to accept the bottom metal track.
6. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
5. If area above the ceiling is used as a return-air plenum, the number and size of the return-air openings will be indicated on the Landlord approved construction drawings. The general contractor shall secure these openings with screening specified by Center management. Screening is to be 16 gauge 1" x 2" welded wire fence.
7. The Landlord has provided a pre-finished storefront. The general contractor shall Repair any damage to the Landlord's storefront finishes caused by demolition or construction.
8. An expansion joint shall be incorporated into walls if an expansion joint exists within the space. Since demising walls are fire rated, the general contractor shall verify code requirements with the local building department. Landlord approval is required for the aesthetic treatment of any expansion joint details.

Service Doors/Rear Exit (if applicable)

1. Rear service/exit doors and frames shall be commercial grade, "B" label construction with a minimum size of 3' X 6'-8" or 7'-0". All doors shall be equipped with a door closer located on the tenant (interior) side of door. All exit doors shall have appropriate fire exiting hardware. Verify code requirements with the governing agency.
2. After installation of Service/Exit door, Tenant shall restore the service corridor to its original condition.
3. Service/Exit door shall be finish painted a color specified by Landlord and labeled by the Landlord with store name as specified by Center Management.

4. A doorbell must be installed at service corridor doors to alert store Personnel of deliveries.
5. A recessed vestibule is required. This vestibule is considered to be part of the service corridor assembly and must be constructed in compliance with the applicable. A sprinkler head may be required in the vestibule.
6. 4'-0 X 4" X 4" metal corner guards and fire rated wood base treatments are required at both returns into the vestibule. Vestibule walls shall be painted to match the adjacent corridor.

Electrical

The General Contractor shall ensure that the electrical contractor is aware of and complies with all Landlord comments on the Landlord approved construction drawings. (GC/MERCHANT will solely be responsible for the Actions of said Electrical Contractor up to and Including all required Permitting Documentation.)

- 1. Tenant at its expense, shall furnish and install a complete electrical service from Landlord's secondary distribution equipment to a point within the leased premises. This work shall include, but not limited to, furnishing and installing a fusible disconnect switch at Landlord's distribution equipment and conduit and conductors of sufficient capacity for Tenant's disconnect. The type and size of the electrical service will be as specified on the Landlord's approved construction drawings. General Contractor/Merchant are 100% Responsible to Assure they Pre Review City of Sweetwater Electrical Requirements up to and Including any and ALL "U.L" Requirements as required by Aforementioned – as this may delay Completion of said Permitting and ultimate Delay in Opening on Time.**
2. All wiring shall be in conduit (rigid or EMT), OR AS DESIGNATED BY DIRECTOR OF FACILITIES/TENANT COORDINATION. Flexible conduit may not be used for extended runs or in lieu of conduit in partitions. Flexible conduit may be used in length not to exceed 6' for finish connections only.
3. Temporary power may be available from a source designated by Center Management. Any temporary electrical wiring located outside the leased premises shall be placed in a metal casing. All temporary wiring during constructions (e.g., phone, power, service, etc.), shall be in conduit and

removed before project completion.

4. All circuit panels must be balanced. Balancing will be verified by the Landlord's Center Management and Electrical Contractor.

Floor/Deck

All penetrations through any concrete floor slabs must be coordinated with Center Management. Core drilling, saw cutting, jack hammering, bush hammering, chipping, etc. are not permitted without prior approval. The general contractor must perform a field survey of the area below any proposed floor penetration to verify the existence of any electrical, mechanical, etc. equipment. IT WILL BE THE SOLE RESPONSIBILITY OF GC/MERCHANT TO ASSURE THAT THIS SURVEY IS COMPLETED.

1. All restaurant and toilet room floors are to be waterproofed with an elastomeric membrane. Water proofing must extend a minimum of four inches (4") up all wall surfaces.
2. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to ensure proper drainage.
3. Some on grade slabs contain conduit/piping for telephone, electrical, plumbing, etc. Coordinate any cutting and drilling through slabs with Center Management. A detection survey may be required.
4. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
5. The general contractor shall field verify the existence of expansion joints within the space. Some floor slabs are fire-rated. Verify that expansion joints meet all code requirements. Landlord approval is required for aesthetic treatment of this joint.
6. Repair of any damaged floor material is Tenant Contractor's responsibility. The contractor shall contract directly with the mall approved flooring contractor for repairs. Mall floor tile may be available for repairs to match existing floor at the storefront. Such tile shall be available with the approval if the Center Management. The general contractor will reimburse Center Management the applicable charge for any replacement tile required. This is for replacing existing tile only.

Ceilings

Ceiling construction cannot be attached to the center's finished soffit, floor or roof deck above, as these components are not designated to support Additional loads. Ensure that ceilings are supported from the building's structural steel, bar joist, purlin etc., and are not attached to the roof deck soffit in any fashion.

1. If the area above the ceiling is used for a return-air plenum, the general contractor must ensure that all ceiling components are plenum rated.
2. Maintain access to all Tenant and Center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with Center Management, the building inspector, and Landlord approved construction drawings.
3. The maximum ceiling clearance will be designated on the Landlord's space layout. If Tenant desires ceiling elevations higher than those permitted, relocation of plumbing, electrical, mechanical, fire protection, etc., will be at Tenant's expense. Use of Center's subcontractors may be required.
4. An expansion joint must be incorporated. Into the ceiling construction if present within the space. The general contractor shall verify code requirements with the governing agency. Landlord approval is required for aesthetic treatment of this joint.
5. Do not remove or relocate any existing support hangers.
6. Structural Heights (See Addendum).

Gas (if applicable)

A gas manifold has been provided in service court areas. Center Management shall direct the general contractor on the routing, type of support, etc., for this piping.

1. Locations of gas manifolds (See Addendum).
2. Exposed pipes in service areas shall be painted.
3. Enclosure requirements should be verified with the local governmental agency.

Vented shafts, chases, etc., may be required along the route.

Hazardous Material

1. The identification, handling, and disposal of hazardous materials, as determined by federal, state, county, and/or city statutes, ordinances; regulations, laws, and codes, are the responsibilities of the general contractor.
2. Center Management will request Manufacturer Safety Data Sheets (MSDS) on certain materials, especially floor tile and adhesives (mastic). The general contractor shall ensure that all materials used in the store construction are identifiable, the MSDS's are already available (on the job site), and the applicable MSDS sheets are provided to Center Management.
3. All materials used in construction shall be "ASBESTOS FREE". Materials listed as "Non asbestos" are unacceptable and shall not be used for construction.
4. Absolutely NO flammable materials shall be stored within the confines of the shopping center.

HVAC

The general contractor shall ensure that the HVAC/mechanical contractor is aware of and complies with all comments on the landlord approved construction drawings.

1. Any existing equipment to be reused shall be made "like new." This is applicable to air-handlers, condensing units, duct work and any other portion of the HVAC system. Center Management may request that reused ducts be replaced if their integrity cannot be maintained.
2. Placement of any mechanical equipment on the roof shall be scheduled with Center Management. The design loads of the roof typically do not support loads greater than 25 PSF.
3. HVAC equipment that produces or requires a drain shall be tied into the building's drainage system. Roof equipment cannot drain onto the roof as this eventually causes damage. Tie-in requirements shall be coordinated

through Center Management.

Plywood across the roof with a "moon buggy" Supporting the unit is a minimum. Loads greater than 200 pounds will require a crane and/or helicopter.

4. All roof equipment (new or used) shall be painted. Each piece of equipment will be labeled with store name and space number on two sides each facing the roof hatch and high monitor roof. Two inches, white vinyl letters will be used.
5. All process exhausts, hood exhausts, equipment vents and other contaminate exhausts when permitted by Landlord shall discharge vertically to the atmosphere, 20' minimum, horizontally away from any fresh air intakes, properly dispersing odors or fumes away from the site. A duct extending higher than the tallest air intake may be required if the 20' distance cannot be achieved. This may also be true for longer distances as each location is field coordinated
6. Provide clear access to all equipment in the ceiling space.
7. Contractor will provide access panels to all Landlords' equipment and shut off valves.
8. If required, ceiling plenum unit heaters will have a thermostat set at 55 F.
9. When the system is ready for start-up, Center Management shall be notified at least 24 hours in advance, allowing time to schedule an operational inspection. The system shall be 100% operational before store opening.

Tenant stores with VAV based HVAC supply systems

An air-balance of the system must be performed by the shopping center's temperature controls contractor. A certified air-balance report needs to be submitted to Center Management before the store opens. The general contractor's deposits will not be processed for return until this report is received. The Tenant's general contractor shall ensure that all temperature controls are identical and compatible to existing center.

1. The Tenant's contractor will furnish a project standard variable air volume (VAV) terminal box and thermostat, as specified on the Landlord approved drawings.

2. Center Management will determine the supply-air, fresh-air, relief-air taps, etc. to be used. Any unused supply-air taps shall be capped and sealed. Air may not blow freely from any tap unless a V A V box is attached.
4. A flexible high velocity duct (maximum length 4') will attach the VAV box to the supply-air tap. The general contractor shall ensure the HVAC contractor does not install any dips, bends, or turns at this attachment. Any "kinks" may cause the VAV box to become inoperative or drastically impair the efficiency of the unit.
5. The centers HVAC system supplies air to various areas of the center and tenant spaces. Attachments into the supply-air must occur when the system is off. Typically, the units are off between the hours of 10 PM and 1 AM. Verify times with Center Management.
6. It is absolutely imperative that no VAV boxes be removed or modified without prior center approval. Each box contains a communication line that if disconnected will disable the life safety system. The Tenant's general contractor shall contract and coordinate directly with the center's building automation system contractor for all control items.

LANDLORDS NOTES TO TENANT:

1. Prior to space demo, tenant must use the Landlords approved Building Automation Contractor to Pre-demo any existing VAV Control box wiring and Fire Alarm wiring. Any and All VAV Control Units that will not be reused are to be turned in to Mall HVAC Engineer representative.
2. Tenant must field verify location(s) for VAV Box thermostat(s) with Landlords Facility Director prior to any work commencing.
3. A minimum of 30% of Ceiling area must be left open for ALL Return Air and for the Malls Smoke Exhaust Systems to function correctly.
4. The Ceiling Supply Air Diffuser's must be "TITUS" perforated model PCS for Longer Throws (or similar) Air Conditioning Diffusers shall be Located to Lower height than existing lighting. Existing Lighting return Air Grill is to be relocated facing down. As a result a stratification zone would be created above return and Supply Ducts and Less cooling capacities would be used to achieve comfort in occupied area. Contractor is to verify existing Duct size, to keep same conditions

and assure that a proper distance between new return grill(s) and supply diffusers is kept.

5. Field verify locations for Ceiling access panels for any and all Mall equipment located above ceiling, with Landlords Mall facility director prior to any commencement of Construction.
6. All Thermostats shall be relocated between 4 to 5 Feet above Finish floor. All Thermostats and VAV Boxes are to be labeled properly prior to Store opening. Installation of all Thermostats will be located in a designated and clear area.
7. Required Test and Balance is to verify Air flow capacity to insure that Mall VAV Boxes are receiving the required Air quantity. ALL Required HVAC Test and Balance reports will be coordinated with LL Approved HVAC Contractor and LL Approved Building Automation Contractor, Mall HVAC Engineer at Merchant Cost.
8. It is also recommended to study the possibility of using Ceramic Metal Halide light fixtures with good color rendering as required for each specific application to at least replace part of the existing halogen light fixtures. Use light fixtures with the highest efficiency possible that will not only minimize heat load factor but also cut down on merchant energy costs.
9. Any and All Ceiling painting to be coordinated with Mall Facility Director prior to commencing to avoid any existing and Labeled Duct work and Piping to be covered over. LL will decide on a case per case basis if Facility Extractors will be adjusted. All Painting to be completed at Night.
10. Prior to Store Opening, Merchant representative to complete a "High Duct" cleaning throughout said location.
11. Any and All LL HVAC Equipment work to be coordinated and completed by Approved LL Contractor only.
12. GC/MERCHANT WILL UPGRADE ALL VAV BOXES WITHIN SPACE:

Contractor Contact:

South Florida Controls INC.

Hector Hernandez

Address: 13393 SW 131st Street, Miami, FL 33186

Ph: 786-293-3272

Fax: 786-293-3277

Cell: 305 970 5742

Email: Hector@sfc-mia.com

Website: sfc-mia.com

Plumbing

The general contractor shall verify that the plumbing contractor is aware of and complies with all Landlord comments on the Landlord's approved construction drawings.

1. Center Management will designate sanitary, domestic water, air vent and other utility lines to be used. These utility lines may exist outside the leased premises.
2. Ensure that all sanitary clean outs are exposed and remain accessible. Since many trades can affect this requirement, the general contractor shall ensure that all subcontractors are aware of any existing clean outs. Coordinate locations with Center Management after demolition.
3. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
4. The Tenant Plumbing Contractor shall furnish and install a domestic water meter in the Tenant space that reads in gallons. Such meter shall be located no more than 3 ft. above the floor and include shut-off valves. Meter and valves are to be accessible at all times.
5. The general contractor shall ensure that the plumbing contractor does not leave Any uncapped or open sanitary or vent lines, etc. Unnecessary clean-up can be costly and offensive.
6. Floor drains must be installed in all restroom floors.

7. All core drilling must be done before 9:00 am or after 10:00 pm, so as not to interfere with normal operation of the center.
8. Copper, steel, or cast iron or any other code complying metal shall be used for all piping. Use of plastic (PVC) pipe is not allowed.
9. When construction is completed, all sanitary lines shall be "routed out". Written notification, indicating date and time, shall be provided to Center Management before the barricade is removed.

Roof Deck

The general contractor shall coordinate any work that requires modifications to the existing roof with Center Management. The general contractor must use the center's roofing contractor for all roof modifications. The general contractor shall ensure that all applicable subcontractors (i.e., HVAC, mechanical, electric, etc.) are aware of the roof requirements.

1. Tenant general contractor shall contact the Landlord's Roofing Contractor to arrange for any penetrations required through the Landlord's roof. No other contractors are allowed to make penetrations.
2. Typically, any openings in the roof greater than 12' x 12" require additional steel reinforcing. This steel shall be installed before cutting the roof. Drawings showing the roof framing must be approved by Landlord's structural engineer.
3. The general contractor shall coordinate access to the roof for his subcontractors. Access shall be through the applicable roof hatches and must be coordinated with Center Management and Security.
4. Pipes, conduit, ducts, antennas or other equipment shall penetrate vertically through the roof directly below the serviced equipment. Any material installed horizontally across the roof is subject to immediate removal.
5. Antennas are permitted on the roof only after a "Roof Access Agreement" has been executed between the Landlord and the Tenant. This includes satellite dishes, music dishes and any other transmission or receiver devices. Review with Dolphin Mall Facilities Director.

6. All Crating materials, unused equipment, trash, debris, etc., shall be removed from the roof upon completion of work by the general contractor. A "clean-up" fee will be assessed if removal of debris, equipment, etc., is performed by Center Management.
7. Equipment of any kind shall be carried over the roof expansion joints. Do not Drag, drop or mishandle any equipment across the roof. The cost of repairs for damage caused by any subcontractor will be deducted from the general contractor's construction deposit.
8. Any use of a crane or helicopter must be coordinated through the Center Management Security Director and Facilities Director.
9. Equipment placed on the roof shall not be visible from any location on the center site. Coordinate equipment placement with Center Management.

Smoke Detectors

1. All life safety requirements associated with the tenant's construction are based on the initial code review of the base building. Smoke detector, smoke exhaust, egress routes, etc. are unique to this Center. Any Tenant system that requires attachment to the Center systems shall be coordinated with Center Management. The general contractor and his subcontractors shall be aware of all comments on the Landlord **approved construction drawings**.



Johnson Controls Inc.

Alcibiades "Al" Rives

Address: 15901 SW 29th Street Ste 801 Miramar Fl 33027

Off – 1 866 825 8860 Ext 7927

Cell - 954 654 2204

Email: Alcibiades.Rives@jci.com

2. Changes to the base building life safety system may require a life safety inspection by the local building inspectors.
3. All final connections and testing must be made by the Landlord's Fire

Alarm System Contractor. The General Contractor shall contract directly with Landlord's Contractor at the General Contractor's expense.

Sprinkler System

The general contractor shall ensure the fire protection contractor is aware of and complies with all comments on the Landlord approved construction drawings and is required to use the Following Mandatory Sprinkler Contractor:

Arfran, Inc.

Maria Heyna

Address: 2300 NW 94 Avenue, Suite 200 Miami, Florida 33172

Off: 305-591-9675

Fax: 305-592-5266

Email: mariloli@arfraninc.com

1. The general contractor shall ensure that the fire protection subcontractor submits drawings to the Landlord's insurance underwriter. Approval must be obtained before Tenant opening.

All plans must be approved before tenant's opening.

2. Many tenant's spaces have more than one sprinkler main within the space. The Center Management shall designate the sprinkler main to be used.
3. Permanent system isolation valves are not permitted in the system. Auxiliary drain valves may be used. They should be located in an area that does not invite Tampering and will be tagged and capped.
4. The sprinkler system is monitored by the local fire department, center security and various alarm companies. Contractors must not tamper with these systems.
5. The general contractor shall contact Center Management not less than 48 hours in advance to schedule a sprinkler system drain down to tie-in Tenant system. For information on sprinkler drain fees and any special requirements.

Sprinkler Shut down fee is \$575.00 per shutdown. (Fees are subject to change)

6. Sprinkler systems will not be drained on weekends, holidays, nights or when the center is open to the public. Systems may be drained between the hours of 12:00 PM, the Night Before and 8:00 AM. The Next Day. Sprinkler systems must be charged and reported back in service no later than 9:00 am. Earlier drain downs can be arranged.
7. Before a shut-down for final connection can occur, the system shall be hydrostatically tested and made ready for tie-in. The general contractor shall schedule a date and time for the system shutdown, which shall be scheduled a minimum of 48 hours in advance with Center Management.

Storefront

The Landlord requires a smoke/fire separation at the center's bulkhead. The general contractor shall ensure that the integrity of the bulkhead is not jeopardized by configuration of the storefront.

1. The center soffit is not designed to support any additional loads. The Tenant's storefront may not be attached to any part of the center soffit or neutral piers.
2. Overhead grilles which are wider than twelve (12) feet shall be motor operated (if applicable).
3. Caulk, silicone, sealants, etc., are not acceptable materials for finished glazing butt joints.
4. Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, silicone, etc., to fill these transactions is not permitted.
5. Any damages caused by demolition or construction to the Landlord's storefront components, soffit or floor material shall be repaired to a "like new" condition. The general contractor shall coordinate any repairs with Center Management. If these items are not addressed, before project completion repair cost will be deducted from, the general contractor's construction deposits.
6. Storefront construction may not extend beyond the lease line unless approved by the Landlord. Awnings, cornices, moldings, lamps, etc., are to be located within the tenant's leased premises or as indicated on the

Landlord approved construction drawings.

7. The general contractor shall ensure that the sign contractor is aware of all comments on the Landlord's approved sign shop drawings. Landlord approval is required before sign fabrication. Failure to submit shop drawings may prohibit the storefront sign from being installed. Temporary signs will not be permitted for store openings.
8. Storefront neutral piers (if required) shall be furnished and installed by the Landlord upon completion of demising wall.
9. The Tenant's General Contractor shall insure access to all Landlord equipment existing adjacent to the storefront or within the Tenant space.
10. The Tenant's General Contractor is responsible for final cleaning of the storefront and adjacent materials after the barricade has been removed.

11. MERCHANT/GC will be responsible to assure that all Existing Wiring that affects any and all common area use is re-installed in in functioning order. Regardless of Location. Coordination Questions thru Director of Facilities.

Structural Modifications

Structural modifications to the center require approval from the Landlord's structural engineer. Penetrations in decks, roof, bearing, walls, etc., greater than 12"X12" require structural reinforcing before commencing work. It is imperative that structural work be coordinated in advance with Center Management.

1. Those tenants desiring to make changes to the base building structure must submit to the Landlord drawings and specifications from a certified engineer for approval.
2. The following conditions are applicable:
 - a. Duct shaft penetrations
 - b. Exterior wall penetrations
 - c. Extra ordinary loads (i.e. safes, vaults, transformers, water heater, mezzanines, etc.)
 - d. Relocation of structural membranes (See Tenant Handbook for load limitations on the upper levels)

3. Excessive deck/roof loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the Landlord's structural engineer. Structural beams, purlin, joist, etc., shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings.

The attached "sign off" statement (see page 1 of Tenant Construction Manual) applies to the preceding conditions and must be delivered to Center Management prior to the Store's Grand Opening.

TEL/DATA:

1. For ALL New Service and or Upgrades for Tel/Data needs- All wiring shall be installed at the Tenant's expense and must be plenum rated. Approved Vendor will be the Following:

Granite Telecommunications, LLC

Mark Sommers - Granite Grid – Senior Supervisor of Tenant Deployment

Direct Line: 617-837-4774

Fax Line: 855-751-3981

Granite Grid 24/7 Customer Service Line – 1-855-GRT-GRID / 1-855-478-4743

Email: Msommers@granitenet.com; GridTenantDeployment@granitenet.com

2. Access to Landlord's telephone room is through the Security Department via approval by Center Management.

Tenants Open for Business During Remodeling

1. Your Certificate of Occupancy is issued by the local building authority which may determine, based on the scope of work, that the store must be closed during remodeling This question ." should be asked of the Building Department before work starts so that he can assess the extent of remodeling.
2. The general contractor shall verify all code requirements (entrance/exit routes, fire protection, etc.) before the barricade is installed. In the event the center management staff determines the public's welfare is compromised, all construction will be stopped. All means of egress must be clear and available at all times when this site is open to the public and store personnel.
3. If any portion of the store remains open during construction, a barricade is

required between the construction activity and the open store area. This barricade will consist of metal studs and gypsum board, fully taped, spackled, and painted.

4. All information in this package (Tenant Construction) also holds true for remodeling. This includes all inspections by the Landlord's Facilities Department and local government inspectors.

GENERAL CENTER REQUIREMENTS

Deliveries

1. All delivery routes to the construction site will be designated by Center Management. The General Contractor/MERCHANT shall ensure that all project subcontractors are aware of these routes. Coordinate delivery hours with Center Management.
2. Loading docks shall be used for all deliveries. The general contractor shall verify door size openings from the service area to the construction site, to ensure that all types and sizes of materials can be delivered to the space. Center Management will designate the appropriate service area for deliveries.
3. Service areas shall be used only for loading and unloading construction materials. Any vehicles parked more than 30 minutes with no activity will be towed at the general contractor's expense.
4. Deliveries to the Tenant space shall be made through the service corridors to the rear door (where possible) when authorized by Center Management; deliveries will be permitted through the center common area after 10:00 PM and before 8 AM
5. Delivery carts used in the center shall be equipped with soft rubber tires. Carts with steel wheels are not permitted. Cost of floor repairs for damage caused by deliveries will be deducted from the general contractor's construction deposit. If your course of travel through the center is over an expansion joint, a ½ sheet of 4'X 8" plywood is required to cover the expansion joint.
6. The general contractor shall ensure that any dirt, liter, or tire tracks left

from deliveries shall be cleaned by the responsible contractor. If clean-up is not performed within a reasonable time, center cleaning personnel will perform the work and, the cost will be deducted from the general contractor's construction deposit.

7. Customer entrances to the center shall not be used for material deliveries. Special conditions may warrant exceptions but **prior authorization from Center Management is required before delivery.**

Parking

1. All construction and store employees are required to park in the parking areas adjacent to the outer ring road behind the existing "Blue Line".

Inspections

1. Tenants work shall be subject to inspection by Center Management and other Landlord designated representatives at any time during construction.
2. Landlord right to stop construction. While it is not the Landlord's intention to hinder or stop construction, if any Landlord or Center criteria are in question or the public's welfare has been compromised, the Landlord reserves the right to stop construction.

Security

1. Access to barricades, roof hatches, telephone rooms, electric closets, etc., shall be coordinated through center security dispatch office. Authorization for entry will be given by Center Management. The Contractor shall be required to give the Security Officer his name, company, reason for entering the secure area and leave a Photo ID.
2. The general contractor is responsible for securing the construction site at all times. Contractors shall safeguard/secure all tools, materials, supplies, etc. The center will not be responsible for any items lost or stolen.
3. Access outside of Normal hours shall be coordinated through Security and authorized by the Center Management.
4. Conduct of all contractors involved with tenant construction is the

responsibility of the General Contractor/MERCHANT. Rude, disrespectful or loud behavior will not be tolerated. The General Contractor shall ensure that all requests by Center Management shall be complied with immediately. Absolutely no alcohol, drugs, weapons or smoking is permitted on center property.

5. All lunch breaks, coffee breaks, etc., by contractors shall be confined to the construction site. Any contractors seen lounging in the common area will be asked to move into the construction site.
6. All contractors are required to wear appropriate construction clothing and protective equipment. It shall be understood that shirts, safety shoes, hard hats, long pants, etc., will be worn at all times.

Project Completion Stoking/Merchandising

1. The Landlord cannot be responsible for Tenant's merchandise. Merchandise may not be stored outside the confines of the leased space.
2. Debris associated with merchandising must be discharged in the waste dumpsters designated by Center Management. Refuse and cardboard dumpsters are available for Tenant use when the Tenant signs up for service by Center's designated contractor.
3. Center management will designate the loading dock and route from dock to space.
4. ANY AND ALL Merchandising must be Pre-Coordinated with Director of Facilities. NO MERCHANDISING WILL BE PERMITTED UNLESS PRE-COORDINATED.
5. GC to assure that a 6" PVC Pipe Assembly is to be Left Installed so where as Build Plans will be Left for Future Use. Placement to be coordinated thru FD.
6. Based on Scope and Size of Project- GC will be required to get Portable Toilet for their Teams Use Only. (Any Changes to this will be decided by Director of Facilities)

Store Opening Inspection

1. The store must be 100% completed, fully cleaned and ready for business before the barricade is removed. The general contractor will coordinate a walk -through with Center Management, before project completion to

define deficiency corrections. **A pre-opening checklist will be developed at this time identifying all Landlord issues and deficiencies which must be corrected prior to store opening.**

2. A final inspection by Center Management to schedule barricade removal and to verify completion of the pre-opening checklist is required. This inspection must be scheduled 48 hours in advance of the desired barricade removal. A copy of the completed building permit and/or the Certificate of Occupancy, Health Inspection, Updated COI, and all other Documents - shall be presented to the management office prior to inspection and Opening.
3. **NO KIOSK OR IN LINE STORE OR RESTAURAUNT** will be allowed to open unless updated COI, STATE and CITY Requirements are in hand – up to and including any Miami Dade Fire Requirements.
4. **Temp and Seasonal Openings will require-**
 - City of Sweetwater CU Application
 - Copy of Lease
 - Floor Plan-Sketch
 - Sq. ft of area being occupied
 - Type of Business and Owners Name
 - If Business is a Corporation, must have the name of the Corporate Officer that is allowed to sign, City of Sweetwater will check Sunbiz
 - A Check made out to the City of Sweetwater in the amount of **\$150.00** to pay up front fees. Also, once the application has been accepted, the City will issue a final fee that can be paid by filling out the attached credit card authorization fee.
5. **Please Note-** The Aforementioned requirements for ALL Openings also includes a City of Sweetwater Requirement – (MERCHANT RESPONSIBILITY 100%)
6. **Business Tax Receipt**
 - City of Sweetwater BTR Application
 - Must have original CU
 - A copy of the lease
 - Copy of the Driver's License of the person that's allowed to sign for

- company
- Retail Businesses must submit their average yearly inventory amount. Restaurants must include their number of chairs
- There will be fees that need to be paid in Miami Dade County (DERM) as well as fees to pay with Sweetwater at the end of this Process.

*****IF MERCHANT DOES NOT APPLY FOR THE REQUIRED BTR- THEY RISK BEING FINED AND RED TAGGED*****

7. The general contractor's construction deposit will not be processed for return until an air balance report and all Landlord issues are resolved. W 9 and a Lien Waiver will be required prior to return of any Construction Deposits - Allow at least thirty (30) Days for processing return of construction deposits.

Merchant Certificate of Insurance Requirements

The following are the insurance requirements for Dolphin Mall as stated in the license agreement:

Licensee shall maintain the following insurance policies from and after the Licensed Premises are available to Licensee and continuing during the License Period:

- 1) Comprehensive general liability policy on an occurrence basis – coverage not less than One Million Dollars (\$2,000,000.00) per occurrence.
- 2) All risk property insurance, including theft coverage, written at replacement value, insuring Licensee's merchandise, trade fixtures, furnishings, equipment, and all other personal property.
- 3) Worker's compensation insurance as required by law.
- 4) Product liability insurance coverage at no less than One Million Dollars (\$1,000,000.00 per occurrence for personal injury and death and property damage

All such policies, except worker's compensation, shall name Licensor, its managing agent (The Taubman Company Limited Partnership), all other parties in interest designated by Licensor as an additional insured, and further contain a waiver by the insurer or any right of subrogation against Licensor, its agents,

employees and representatives which arises or might arise by reason of any payment under such policy or by reason act of any act or omission of Licensor, its agents, employees or representatives.

The Additionally insured clause must be worded exactly as it appears below:

Additionally Insured: Dolphin Mall Associates, LLC and The Taubman Company LLC are additional insureds with regard to Tenant Agreement. All coverage is primary and non-contributory with any other insurance available to the additional insureds and that coverage is applicable to all services required under the Agreement with the Additional Insureds.

The Certificate Holder should read:

Dolphin Mall Associates, LLC. And The Taubman Company LLC

11401 NW 12th Street

MANAGEMENT OFFICE

Miami, Florida 33172

Barricades

- All Tenant barricades and demising partitions must remain in a sealed condition.
- Barricades for Tenant space not having a back door may have a front door (one section paneling) that must be secured and locked each night and kept closed during Center hours by Contractor. The Tenant's General Contractor
Shall install a gypsum board barricade with a door. The barricade shall be taped, spackled and painted per the center's specifications.
- The storefront barricade cannot be removed prior to construction completion and store opening. Removal by the General Contractor must be coordinated with Director of Facilities.

Doors/Deliveries

- Center doors and elevator doors are not to be propped open at any time by contractors or workmen. Security, Facilities and Cleaning personnel have been instructed to remove door stops. Damage to doors will be charged to contractor.
- All construction materials for tenants must be brought through the back door, using the designated receiving route.

- If Tenant's space has no back door, materials, concrete and store fixtures may be brought through the front door of Tenant barricade. However, the common area floors must be **PROTECTED** and **CLEANED** by the contractor prior to 8:30am each day.
- Deliveries of construction materials will not be allowed through any public entrances after 8:00 am each day.
- If the delivery route is over an expansion joint, a ½" sheet of 4'X8' plywood is required to cover the expansion joint.
- Delivery of oversized fixtures or materials unable to be routed through existing service entrances and corridors must be arranged with Center Management in advance.
- Service Area loading docks are to be used for unloading equipment and materials only. No parking in these areas is permitted. If a vehicle is left unattended for thirty (30) minutes or more, it will be towed.

Personnel Demeanor

- Construction workers, Tenants, and tenant contractors are expected to act in accordance with any and all regulations established by Center Management.
- Abuse, disrespect, or insulting action toward customers, tenants, fellow workers or Dolphin Mall personnel will not be tolerated.
- Tenant Contractors in violation of any rules will be subject to forfeit all or a portion of the security deposit and a complete construction shutdown.
- This is a smoke free environment.

Property and Equipment

- Only Dolphin Mall Personnel are authorized to use Dolphin Mall compactors, trash carts, dollies, tools, or equipment. Absolutely NO equipment will be loaned for use.
- All work shall be done within the confines of the Tenant's barricaded space. **NO WORK WILL TAKE PLACE IN THE COMMON AREA OF THE CENTER.**

Rubbish / Debris Housekeeping

- Construction companies may not dump construction debris in any other space. Construction debris and materials must be placed into construction dumpsters.
- Contractors must deposit all rubbish only in the contractor's "open top" dumpster.
- Provisions must be made to ensure all dirt, dust, and other construction-related debris is kept within the area of construction.

Tools

- No wheel barrows or wheeled vehicles are permitted within the common area during Center hours. (ALL WHEELED VEHICLES MUST HAVE RUBBER TIRES).
- Tools and construction materials must be transported using the service elevators only. Use of escalators, Grand Court and other passenger elevators is **strictly prohibited**.
- Tools and construction materials must be stored in the tenant's space at all times and are not allowed to be stored in the Center or Service Areas at any time. The uses of gas and propane equipment are prohibited.

Waste Removal / Trash

- General trash/construction debris can create safety and fire hazards. The general contractor shall ensure that the construction site is policed, and debris removed to provide a safe, sanitary construction site.
- Debris shall be confined to the Tenant's leased premises. Holding or storing trash in exit corridor, adjacent Tenant spaces, service areas, or other areas will not be permitted. Trash found in these areas will be immediately removed as requested by Center Management. If the general contractor fails to comply, Center Management will remove trash. The cost for the removal will be deducted from the general contractor's construction deposit.
- The general contractor shall coordinate the use of the trash dumpsters with Center Management. Cost, location, time schedules, etc., shall

be fully understood by the general contractor, who is responsible for policing and cleaning the dumpster area.

- The center trash compactors in the service areas are not designed to accommodate construction trash and debris. Use of these compactors is not permitted during demolition or construction. Any construction debris found within the compactor(s) will be charged back to the contractor at the "full" compactor rate up to and including a \$250.00 fine.
- Center Management is not permitted to lend center cleaning equipment; we ask that contractors not jeopardize the employee's position by asking to borrow such items.
-

Waste Hauling

Waste Management is the **only** Center Management approved contractor for open top dumpsters. Please see attached Contact Sheet.

Dolphin Mall Management has been given, along with exact placement instructions, please call the IEM **Dispatch office at 833 660 0309 between the hours of 8:00AM – 6:00PM EST to order the open top.** This is the ONLY number you should call for requesting an Open Top at Dolphin Mall. You will need to provide the dispatcher with the exact placement instructions as well as contact information and must provide at least 24hrs notice when placing a request for delivery.

Construction Deposit, Landlord Incurred Costs and Facilities Fee

- The Tenant's general contractor needs to request in writing the return of the initial **\$5000.00 deposit or \$8000.00 or \$10,000.00** (black box) construction deposit. The center will return the deposit less and cost incurred by the Landlord during construction. Deductions will include, but not limit to, the cost of: cleaning labor, property damage, additional barricade graphics or barricade damage, helicopter or crane lifts, etc.
- The Tenant's general contractor needs to ensure that no outstanding deficiencies remain on the Landlord's punch list. An incomplete punch list will delay the release of the construction deposit.
- GC will continue to adhere to Noise and Dust protocols to avoid Issues

for all other Merchants and assure that All Common Area locations are kept Clean and Presentable. Fines will be Issued @ intervals of –

1st Offense: \$250.00

2nd Offense: \$500.00

3rd Offense: Project will be Stopped until such Time that Director of Facilities and Director of Operations Meet with Owner and GC to Review Options.

**DOLPHIN MALL
TENANT CONSTRUCTION MANUAL ADDENDUM**

TELEPHONE CONTACTS

STORE PLANNING & DESIGN

Livia Owens, Tenant Coordinator

248-258-7455

DOLPHIN MALL MANAGEMENT OFFICE

Al Lara Director of Facilities

305-591-5745

Rafael Oliva Superintendent

305-591-5747

SECURITY

Security Dispatch

305-599-9940

EMERGENCY PHONE NUMBERS

EMERGENCY

NON-EMERGENCY

Fire / Rescue

911

305-476-5423

Sweet Water Police

911

305-552-9900

LIFE SAFETY REVIEW

CCI Fire Protection Engineering

Contact: Dave Lewis

314 991 2633

PUBLIC SERVICES

City of Sweetwater Building Department

305 485 4526

UTILITY NUMBERS

GRANITE

PHONE

1 855 478 4743

CITY GAS

GAS

305-691-0313

WASTE MANAGEMENT

TRASH

855-690-7785

MIAMI DADE WATER & SEWER

WATER

305-665-7471

FPL

ELECTRIC

305-442-8770

Health Department

Health

1 850 410 3800

LANDLORD REQUIRED CONTRACTORS

See Attached List and review with Director of Facilities.....

**DOLPHIN MALL
TENANT CONSTRUCTION MANUAL ADDENDUM**

STRUCTURAL INFORMATION

HEIGHTS: ROOF DECK +/-22'0" VARIES

NOTE: ALL ROOF AND PENETRATION REPAIRS MUST BE PERFORMED BY LANDLORD'S ROOFING CONTRACTOR.

SPRINKLER SYSTEM:

NOTE: FIRE PROTECTION DRAWINGS ARE TO BE SENT TO THE LANDLORD'S INSURANCE UNDERWRITER AT THE FOLLOWING ADDRESS:

PLAN REVIEW
FACTORY MUTUAL ENGINEERING
DAVID WHITEHURST
17197 NORTH LAUREL PARK DRIVE
SUITE 513
LIVONIA, MI 48152-2686

- A sprinkler drain fee **\$575.00** is required for each drain down of the System.
- Shutdowns not performed in the specified time will be charged and additional of **\$250.00** per hour.
- A check made payable to Dolphin Mall Associates, LLC shall be delivered to center management 24 hours prior to the drain down. The system will not be drained unless the fee has been paid.
- The times for draining are between 6:00am-7:00am, prior to mall opening.
- During special times of the year the drain down times may change, please check with Director of Facilities for the appropriate times.

OPENING REQUIREMENTS:

Be advised that we need the following **prior** to opening:

- 1) Store Front Sign Installed
- 2) Copy of certificate of insurance with Lease required coverage amounts and naming Dolphin Mall Associates, LLC and the Taubman Company, LLC as Additional insured. The COI needs to be space specific.
- 3) Copy of Certificate of Use & Certificate of Occupancy issued by City of Sweetwater and all other requirements requested by Municipality (Verify Business Name and Address) Phone: 305-485-4526
- 4) Copy of Occupational License Certificate

a. For CU you will need the following:

- City of Sweetwater CU Application
- Copy of Lease
- Floor Plan-Sketch
- Sq. ft of area being occupied
- Type of Business and Owners Name
- If Business is a Corporation, must have the name of the Corporate Officer that is allowed to sign, City of Sweetwater will check Sunbiz
- A Check made out to the City of Sweetwater in the amount of **\$150.00** to pay up front fees. Also, once the application has been accepted, the City will issue a final fee.

b. For Business Tax Receipt you will need:

- City of Sweetwater BTR Application
- Must have original CU
- A copy of the lease
- Copy of the Driver's License of the person that's allowed to sign for company
- Retail Businesses must submit their average yearly inventory amount. Restaurants must include their number of chairs
- There will be fees that need to be paid in Miami Dade County (DERM) .Also there will be fees to pay with Sweetwater at the end

- 5) Confirmation of Florida Power & Light electric service account activated and issued under tenant's name. Contact: FPL Customer Service 1-800-375-2434

- 6) Confirmation of telephone service account activation and internet service activation.
- 7) Confirmation of Waste Management account activated and issued under tenant's name. Contact: Tenant Services 855-690-7785
- 8) Copy of Air Test and Balance Report (if applicable)
- 9) Copy of Emergency Contact listing of all responsible parties' home numbers, beepers, and/or cell phones.

STATEMENT OF RECEIPT OF TENANT CONSTRUCTION MANUAL

I have received copy of Dolphin Mall's Tenant Construction Rules and Regulations Manual regarding general information, procedures, rules and regulation for Tenant construction at the Center. I understand the contents of this manual and that Center Management reserves the right to change or modify any of the policies.

The general contractor and merchant is responsible for ensuring that all subcontractors involved with construction are fully aware of all information contained in this manual.

Also, I understand that Center Management reserves the right to stop construction at any time for safety or aesthetic reasons or if Contract or a contractor representative violates the rules and policies contained in this manual.

Contractor representative Signature

Date

Center Management

Date

Tenant

Date



 Taubman
**TEMPORARY IN-LINE
STORE (TILS)
DESIGN CRITERIA**

4.24.2018

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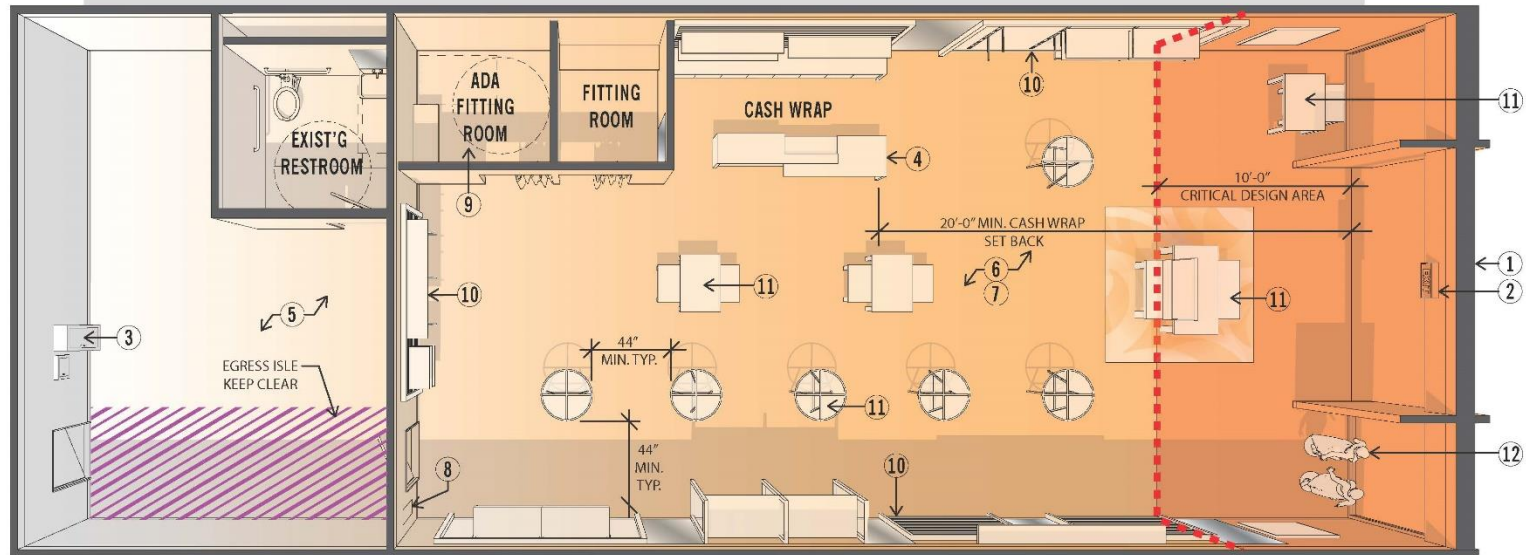
1.0 INTRODUCTION

This manual has been crafted to ensure that the individual Tenant's retail design optimizes potential and is in harmony with the Taubman retail collection. Through the application of the Temporary In-Line Store Criteria, the Tenant will produce a distinctly original store design unique to their brand and to the Taubman Property leasing location. This Criteria sets standards for quality, design, and construction. It also contains information pertaining to the Landlord's project team, governing agencies, and applicable codes.

We encourage each of our Tenants to be creative and innovative. Each component must convey the best expression of the Tenant brand to fully realize the "impulse buy" opportunity intrinsic to temporary in-line retail stores. Great attention will be requested from the Tenant in creating fresh, innovative retail environments that promote originality, creative design, and strong and exciting visual merchandising.



2.0 RETAIL DESIGN CRITERIA



KEY NOTES

- - - 10' CRITICAL DESIGN AREA*
- BY TENANT
- EGRESS ISLE
- ROUNDER
- NESTING TABLE
- WALL STANDARDS/SHELVES WITH FRAME
- DECORATIVE RUG ADA COMPLIANT FIXED TO FLOOR W/TRANSITION STRIP

- VERIFY ALL REQUIREMENTS FOR BUSINESS LICENSING, OCCUPANCY PERMITS AND ALL LOCAL MANDATES.
- CONFIRM ALL LIGHTING FUNCTIONS AND THAT IT IS PRODUCING EVEN, ADEQUATE ILLUMINATION. SOME FIXTURES MAY REQUIRE NEW LAMPS.
1. LANDLORD APPROVAL REQUIRED ON ALL SIGNAGE. REFERENCE SIGN CRITERIA FOR MORE INFO SEE PAGES 18-19.
 2. VERIFY OPERATION OF ALL EXISTING EMERGENCY AND EXIT LIGHTING.
 3. EXISTING ELECTRICAL SERVICE TO REMAIN.
 4. CONFIRM THAT CASH WRAP DESIGN AND FIXTURES MEET ALL MINIMUM CLEARANCES AND REQUIREMENTS AND COMPLY WITH ADA. VERIFY EXIST ELECTRIC/DATA LOCATIONS AT CASH WRAP SEE PAGE 6.
 5. NO DEMOLITION, CONSTRUCTION, MECHANICAL, ELECTRICAL, OR PLUMBING WORK WITH OUT THE PROPER PERMITS AND LANDLORD APPROVALS.

6. ALL SALES AREA FINISHES, FLOORING, AND SURFACE MATERIALS TO BE IN LIKE-NEW CONDITION SEE PAGE 12.
 7. REPLACEMENT FINISH MATERIALS MUST BE APPROVED IN WRITING BY LANDLORD SEE PAGE 12.
 8. CONFIRM QUANTITY AND LOCATIONS OF FIRE EXTINGUISHERS.
 9. ADA FITTING ROOM PER CODE SEE PAGE 8 FOR ENLARGED PLAN AND INFO.
 10. WALL DISPLAYS SEE PAGE 5.
 11. FIXTURES AND DISPLAYS SUBJECT TO LANDLORDS APPROVAL SEE PAGE 4.
 12. VISUAL MERCHANDISING SEE PAGE 7.
- *THE CRITICAL DESIGN AREA IS THE AREA OF THE STORE EXTENDING FROM THE STOREFRONT LEASE LINE INTO THE STORE AT A MINIMUM OF TEN FEET (10'-0") ACROSS THE ENTIRE WIDTH OF THE STORE. SINCE THE APPEARANCE OF THIS ZONE IS CRITICAL TO THE OVERALL STORE APPEARANCE, DESIGN SOLUTIONS AND MATERIALS ARE EXPECTED TO BE OF THE HIGHEST QUALITY AND WILL BE CLOSELY REVIEWED BY THE LANDLORD.

TYPICAL MERCHANDISE PLAN SCALE: NTS (TENANT SPACES WILL VARY)

2.0 RETAIL DESIGN CRITERIA

FIXTURES

Re-use of a prior Tenant's fixtures is subject to the Landlord approval. Fixtures must be in good operating condition, cleaned, and free of visible defects. Fixturing materials such as slat wall, metal standards, outrigger systems, etc. are to be submitted to and approved by Landlord. All slatwall must have a laminate finish with inserts; 'unfinished' exposed edges are not permitted. Fixture layouts must be shown on the "Previous Tenant's Floor Plan" (if available) or on a new "Merchandise Floor Plan."



T display



Display case



Rounder

DISPLAYS

Display materials should utilize high quality finishes such as hardwood, laminates, metals, and composite materials. Provide sample(s) or manufacturers product descriptions with photo(s) of new displays. New displays (wall mounted or freestanding) must be in good condition, of commercial quality, in compliance with governmental codes, and consistent with the design of the space and the merchandise being offered.

PROHIBITED DISPLAYS

- * Fixtures with pegboard, foamcore, barn board/crating, cardboard, wire grid etc.
- * Metal or folding tables with fabric skirts



Nesting tables



Nesting tables and floating wall display



Nesting tables and shelving display

2.0 RETAIL DESIGN CRITERIA

WALL DISPLAY

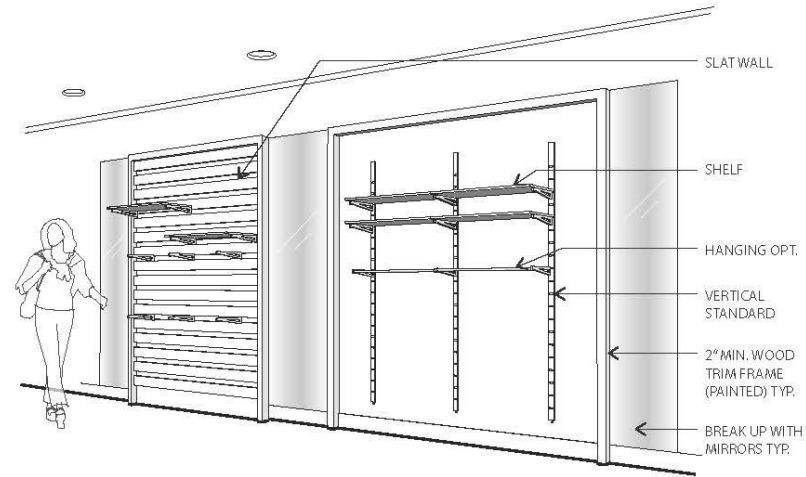
Slat walls and wall standards to be trimmed with wood 2" minimum framed edge and broken up by mirrors. Fixture cut sheets or pictures/images of fixtures must be submitted for landlord approval as per submittal requirements.

ACCEPTABLE WALL DISPLAYS

- ✓ Flush mounted wall standards, outrigger wall systems (pipe), and slat wall systems
- ✓ Panelized wall systems to visually break up space

PROHIBITED WALL DISPLAYS

- ✗ Surface mounted wall standards without frame not permitted



TYPICAL 3D VIEW

SCALE: NTS (TENANT SPACES WILL VARY)

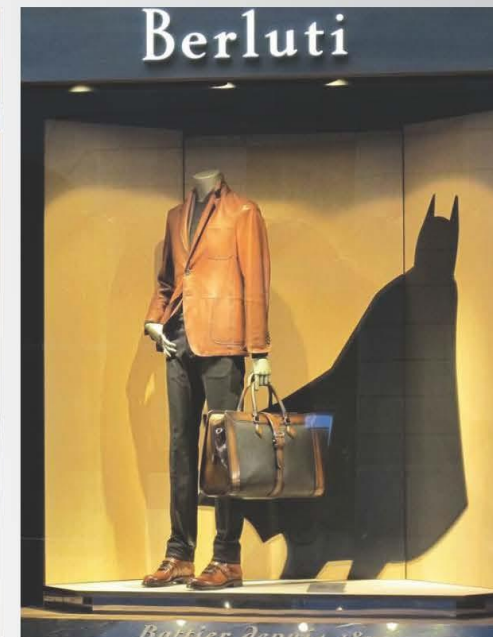


2.0 RETAIL DESIGN CRITERIA

VISUAL MERCHANDISING

Merchandise Presentation refers to the type, arrangement, and maintenance of Tenant's goods or products. Visual Display refers to creating imagery and visual attraction that draws a shopper to the point of sale. These two basic components of Visual Merchandising are the foundation of well displayed merchandise.

- Successful Visual Merchandising will have a direct impact on the amount of business generated and will lend to the overall success of your operation.
- Tenants are encouraged to incorporate professional props and various display forms to bring clarity, express style, and help explain a products use or features.

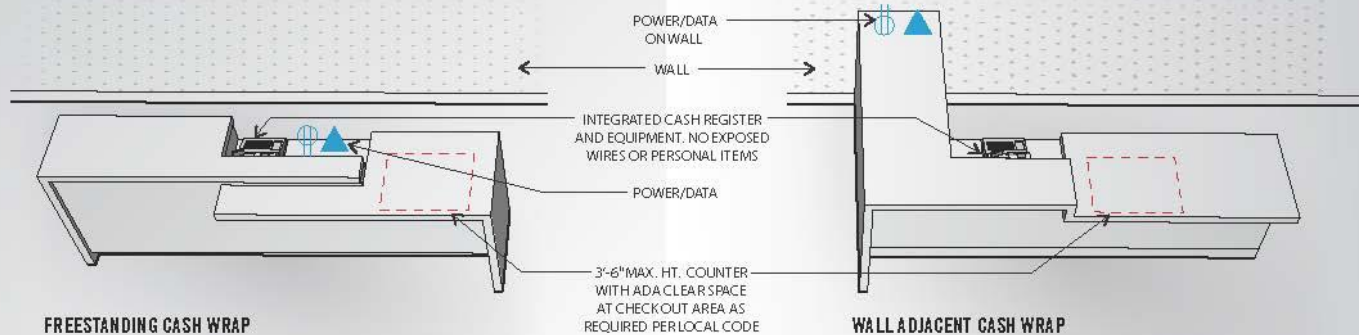


2.0 RETAIL DESIGN CRITERIA

CASH WRAP

The existing cash wrap counter may be re-used provided that it is in good condition and free of visible defects. Every effort should be made to modify existing cash wrap when possible to accommodate ADA (Americans with Disabilities Act), i.e. add a check out shelf and ADA clear space at proper height to cash wrap to be compliant with code.

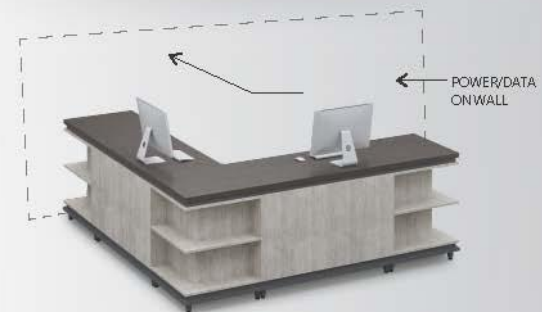
- Power, data and phone lines to cash wrap, and establishing service with utility company is the Tenant's responsibility. Cash wrap to be located where existing power/data lines exist in space.
- Cash wraps shall be placed a minimum of 20' back from the storefront lease line.
- Provide manufacturers product description and/or a photo of new cash wrap unit.



FREESTANDING CASH WRAP WITH BACK WRAP



FREESTANDING CASH WRAP



WALL ADJACENT CASH WRAP

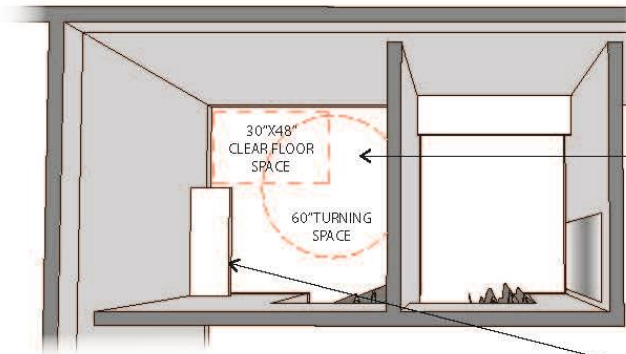
2.0 RETAIL DESIGN CRITERIA

FITTING ROOMS

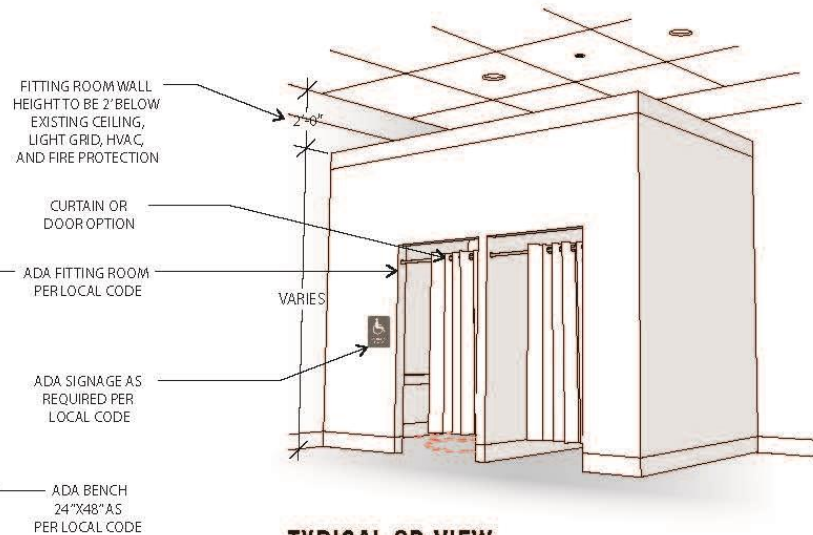
When constructing new, fitting rooms must be accessible and comply with all ADA provisions. At least one fitting room must be ADA accessible.

There must be an accessible route through the door and to all elements required to be accessible in the room.

- Fitting room wall height to be 2'-0" below existing ceiling and light grid. To prevent fire.
- Fitting rooms shall have an open ceiling.
- Provide 24"x48" bench fixed to wall along long dimension, 17"-19" above finish floor in ADA fitting room as per code.
- Mirrors to be 18" wide, 54" tall, mounted with bottom edge 20" max. from floor. Mounted to provide view to person on bench as well as standing
- Minimum clear width of accessible doors to be 32" when door is open to 90 degrees.
- Solid doors and curtain options must meet ADA requirements. Curtains are to be commercial grade. And must meet local code and ordinances.

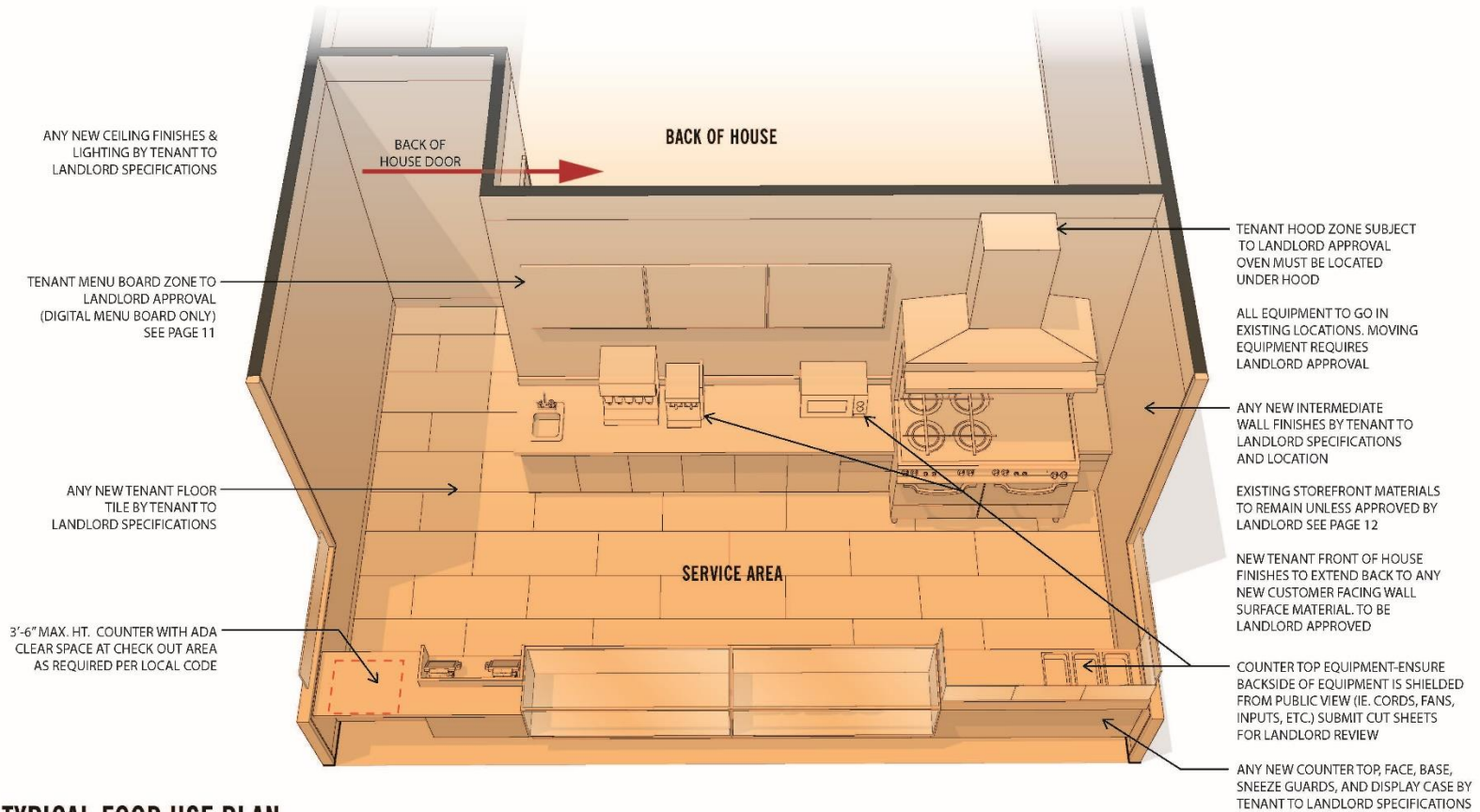


TYPICAL PLAN VIEW
SCALE: NTS (TENANT SPACES WILL VARY)



TYPICAL 3D VIEW
SCALE: NTS (TENANT SPACES WILL VARY)

3.0 FOOD USE DESIGN CRITERIA



TYPICAL FOOD USE PLAN
SCALE: NTS (TENANT SPACES WILL VARY)

KEY NOTES

 **BY TENANT**

*EXISTING STOREFRONT MATERIALS TO REMAIN. FINISHES SUCH AS FLOOR TILE, CEILING TILES, WALLS, AND COUNTERS MAY NEED REPAIR/REFINISH, REPLACEMENT, OR AT MINIMUM A PROFESSIONAL CLEANING. UNEVEN FLOOR TILE, AND EXPOSED ELECTRICAL CHORDS/WIRES ARE PROHIBITED. IN THE EVENT OF TENANT WANTING TO REMOVE OR REPLACE ANY EXISTING MATERIALS, TENANT MUST SUBMIT ALL NEW MATERIAL SAMPLES TO LANDLORD FOR FINAL APPROVAL.

3.0 FOOD USE DESIGN CRITERIA

FOOD USE TENANTS

- All condiment, flatware, napkin holders, loose menu brochures, etc., are to be designed and incorporated into countertop design.
- Menu boards must be incorporated into overall back wall design.
- Tenant is responsible for removing their own trash, cleaning, and hygiene products and must comply with local health department codes.
- Any new materials to be submitted and approved by Landlord.
- no exposed cords, wires, or advertising on front counter/sneeze guard.

UTILITIES & EQUIPMENT

- All equipment cut sheets must be included in the drawing submittal, and should include all equipment to be located above and below the counters.
- Food Use Tenants must verify all existing utilities and engineer to coordinate the proper extensions to the leased area.
- Food Use Tenants are required to have grease traps within their space and concealed from view (If applicable by code Tenant required to verify).
- All work for Food Use Tenant space related modification shall be done by hand.
- Three compartment sink, mop sink, and prep sink may be required per local code.
- Tenant shall obtain engineering services from licensed and approved contractors.



3.0 FOOD USE DESIGN CRITERIA

MENU BOARDS

In order to maintain a pleasant and high quality food service ambiance, Tenants are encouraged to use well designed, menu boards in their space. Menu board designs must be reviewed and approved by the Landlord before construction. Below is a list of requirements:

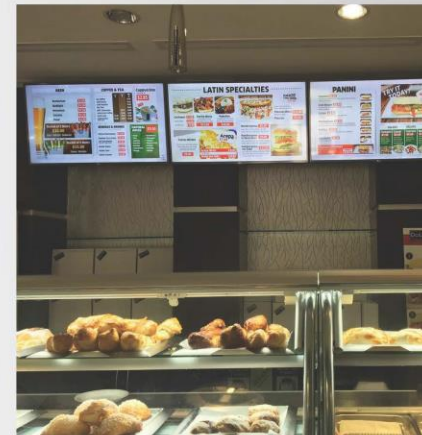
- All digital screen menu's will be integrated into the back wall design and are a part of the overall design concept.
- Digital screen frames will be concealed in a unique and innovative way.

ACCEPTABLE MENU BOARDS

- ✓ Maximum Height: 36"
- ✓ Menu Boards to be mounted to back wall a maximum of 4 digital menu boards allowed
- ✓ Digital, framed, and light box type menu boards
- ✓ Final graphics to be approved by Landlord

PROHIBITED MENU BOARDS

- ✗ No printed menu boards
- ✗ No mechanical attachments or electrical facilities can be visible
- ✗ No more than an area of 50% illustrations will be permitted on the menu boards
- ✗ No gratuitous advertising panels or illustrations other than Menu boards will be permitted.



4.0 GENERAL DESIGN REQUIREMENTS

MATERIALS & FINISHES

Existing storefront materials to remain unless approved by Landlord. Finishes such as carpet, floor tile, ceiling tiles, and walls may need repair/refinish, replacement, or at minimum a professional cleaning (stains on carpet to be removed, broken tiles replaced, holes in walls patched, etc.). Floor transition strips (T-strips), uneven floor tile, and exposed electrical chords/wires are prohibited. In the event of Tenant wanting to remove or replace any existing materials, Tenant must submit all new material samples to Landlord for final approval.

All sales area walls shall be patched and/or refinished prior to any fixture installation. New finishes (flooring, ceilings, or walls) require samples to be submitted to and approved in writing by Landlord. Sample(s), or photo(s) of finishes are acceptable.

Several considerations will need to be made with regards to both interior and exterior material and finish selections for your store. In general, select durable, code compliant materials such as metals, glass, veneers, and certain treated woods.

ACCEPTABLE MATERIALS & FINISHES*

- ✓ Powder-coated or mill-finished metals
 - ✓ Natural stone or porcelain
 - ✓ Solid surface laminates
 - ✓ Certain stained or natural-finish (hard) woods and laminates
 - ✓ Certain materials with (multi) coat lacquered finishes (7 coat min.)
 - ✓ Tempered / Decorative glass metals
- *Alternate finish materials and treatments will be considered based on the overall design of the store. It should be noted that all finish materials must be submitted and approved by the Landlord prior to commencing with fabrication

PROHIBITED MATERIALS & FINISHES

- ✗ High gloss laminates
- ✗ Drywall/painted surfaces in Landlord Control Zone
- ✗ Certain fabrics or any materials that would be considered non-durable or not easily maintained and vinyl wrap

FLOORING MATERIALS

Flooring to be replaced only with Landlords approval.



Wood



Carpet



Luxury Vinyl Tile



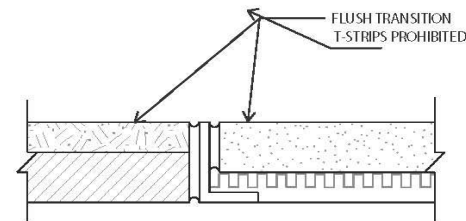
Ceramic Tile



Porcelain Tile



Stone



TYPICAL FLUSH TRANSITION
SCALE: NTS (TENANT SPACES WILL VARY)

4.0 GENERAL DESIGN REQUIREMENTS

DIGITAL DISPLAYS

Digital displays can be a good way to attract, entertain, or educate customers about certain products or services. However, these types of displays are not often appropriate and in some cases can have a detrimental effect, therefore specific landlord approval is required.

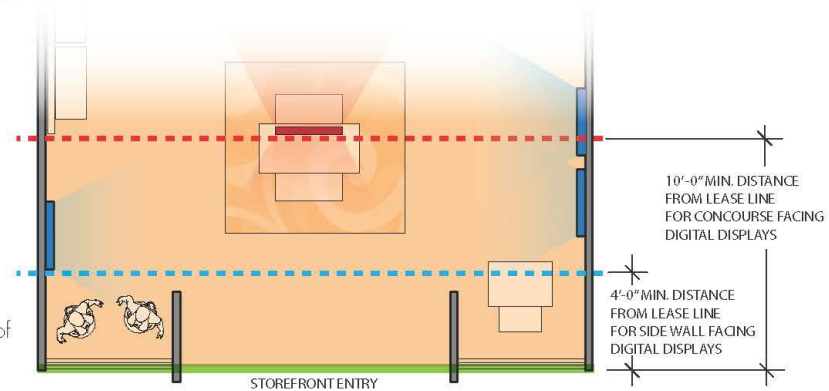
- When permitted, digital electronics should be subtle and act to reinforce a products appeal or features. Only lightboxes permitted in storefront windows.
- Digital systems must be integrated into the design of the storefront and be free of exposed cords, wires; or connectors.
- No sound is allowed. Static images only. No promotional messages.
- Digital displays not to exceed 32 sq.ft.

LIGHTING

- Proper lighting is essential to showcase your merchandise and should be carefully considered.
- Light sources are to be shielded and should always be directed downward towards the merchandise.
- Tenants are encouraged to explore the use of LED lighting in an effort to reduce energy consumption and heat gain.
- The Kelvin (color temperature) range should not be above 3500K.
- All light fixtures within the Landlord Control Zone to be recessed.
- Landlord approval is required for all hanging or decorative lighting.

PROHIBITED LIGHTING

- ✗ Exposed wires, circuits, ballasts or conductors
- ✗ Task lighting or florescent lighting



TYPICAL DIGITAL DISPLAY ZONE
SCALE: NTS (TENANT SPACES WILL VARY)

KEY NOTES

■	BY TENANT
■	SIDE WALL FACING DIGITAL DISPLAYS
■	CONCOURSE FACING DIGITAL DISPLAYS
■	LEASE LINE



4.0 GENERAL DESIGN REQUIREMENTS

GENERAL UTILITIES

- Any installation or upgrades to the power and data serving the store must be coordinated by the Tenant. All utility upgrades to an existing location are the sole responsibility of the Tenant. In addition, Tenant is responsible for establishing service accounts where utilities are not metered locally.
- The mall common areas have existing fire sprinklers/fire-protection above. Tenant must not obstruct the operation of the mall's fire protection in any way.
- Any modifications to the Landlord's utilities will be by the Tenant at Tenant's sole cost and subject to Landlord approval.
- Tenant to field verify/conduct site visits as needed to confirm all existing utilities.

TELEPHONE/DATA

Granite Telecommunications

Phone: (855) GRT-GRID / (855) 478-4743

This is the general number that directs callers to the Network Operations Center where they handle everything from prospective clients (calls/leads forwarded to sales) to customers with general inquires, speed change requests, and repair requests.

Phone: (866) 847-5500

This is Granite's general 24/7 customer service line. They handle all inquiries and repairs throughout Granite.

DEMOLITION

Demolition of any sort is prohibited with the exception of removing previous Tenant's sign and unless approved in writing by landlord. Modifications (such as wall relocation/removal) will require an architect or engineer's sealed drawings and any/all applicable permits as required by local municipality.

EGRESS & LIFE SAFETY

Tenant shall maintain store in a manner that will comply with code and not block egress in the event of an emergency. Fire aisles (nominally 44") are to be kept clear of stock/fixtures or debris/trash. Existing Life Safety Systems (sprinklers, exit signs, emergency lights, smoke detectors, etc.) shall not be altered unless approved in writing by landlord. Batteries for emergency exit signs or lights may have to be replaced.

Refer to the Sample Merchandising Plan included in your Design Package.

4.0 GENERAL DESIGN REQUIREMENTS

PRE-CONSTRUCTION REQUIREMENTS

It is the Licensor's (Landlord's) intent to assist in expediting the construction and opening Tenant's store. Tenant's are reminded that the space is taken in an "as-is" condition and repairs may be necessary. Any defective items not delineated on the landlord approved drawings shall be the Licensee's (Tenant's) sole responsibility for repair.

No construction shall begin until the Tenant completes the following:

- Fully Executed License Agreement (signed by both Licensee and Licensor).
- Landlord Issuance/Tenant Receipt of Premise Availability (PA) letter.
- Landlord approval of Tenant's drawings and building permit (as required by local Municipality Building Department).
- Completion of Pre-Construction Meeting with Facility Director and review of Center specific 'Rules and Regulations' with Facility Director.

PRE-CONSTRUCTION MEETING

Please bring copies of the following to the Pre-Construction Meeting:

- Landlord approved drawings (per Articles 15 & 16 of the License Agreement).
- Certificate of Insurance (per Article 15 of License Agreement).
- Construction deposit (per License Agreement).
- Building permit (if applicable).

CONSTRUCTION GUIDELINES

Build-out work shall comply with the following guidelines:

- **Supervision** - Supervisor shall be available at all times during construction. Failure to provide on-site supervision will likely result in work stoppage.
- **Deliveries** - Public entry doors and mall concourse are not permitted for deliveries. Deliveries and trash removal shall occur through the mall corridor system. Mall operations/staff hours are from 7:00am until 4:00pm. Coordinate with specific center as hours may vary.
- **Noise, Dust and Odors** - All noise, dust, and odors must be kept within the premises. No business disruption permitted to adjacent Tenants.
- **Trash** - No construction materials are permitted in the compactor (paper and cardboard only).
- **Rules and Regulations** - Refer to center specific guidelines provided by Facilities Director.

INSPECTIONS

Once all work has been completed as per Landlord approved drawings, the Facility Director will inspect the premise (prior to the store opening). Verify/obtain with local municipality if a Certificate of Occupancy and Business License are required, and provide a copy to the Facility Director.

BARRICADE REMOVAL

Once all work has been inspected and a Certificate of Occupancy is granted, the Facility Director will authorize the barricade be removed by facilities personnel for store opening.

5.0 RETAIL DESIGN CRITERIA

STOREFRONT DESIGN

Shoppers will respond positively to clean, uncluttered stores with displays/show windows that provide a view of the product(s). It is essential to use props, mannequins, furniture and fixtures to promote a professional business statement and successfully showcase merchandise.

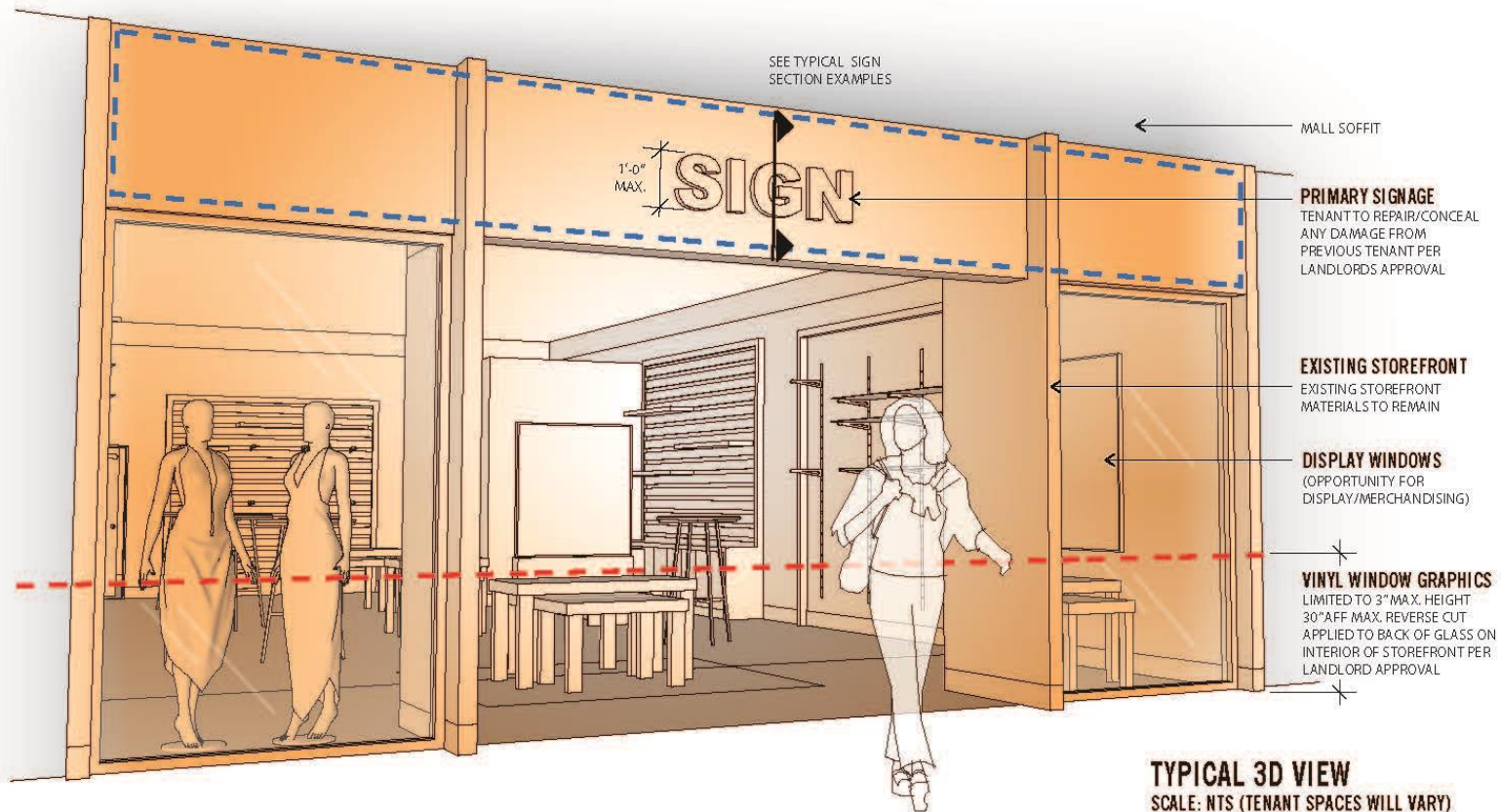
Mass merchandise (otherwise known as merchandise overload) and extraneous signage usually creates a 'negative' image for customers. It is required to utilize a visual merchandiser to assist with successfully showcasing your store.



5.0 STOREFRONT, SIGNAGE AND GRAPHICS

KEY NOTES

	BY TENANT
	BY LANDLORD



TYPICAL 3D VIEW
SCALE: NTS (TENANT SPACES WILL VARY)

5.0 STOREFRONT, SIGNAGE AND GRAPHICS



SPECIFIC SIGN GUIDELINES

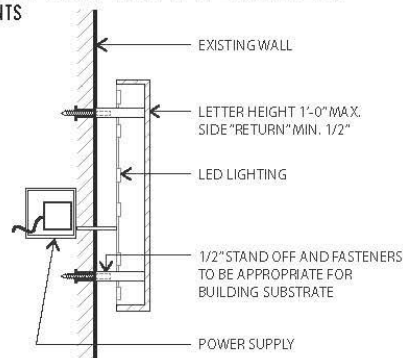
Tenant storefront signage will differ from district to district; refer to the Design Package and coordinate with Landlord's Tenant Coordinator.

Tenant storefronts using traditional (over the storefront entrance) signs must plan the following:

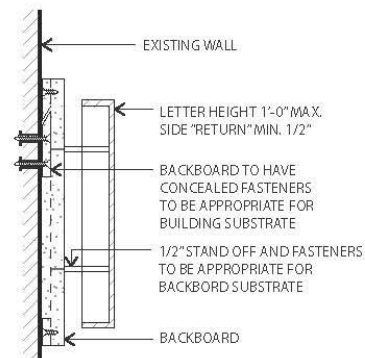
- Tenant must patch and repair the existing facade finish material prior to installing new signage. Or provide a design integrated sign backboard to cover all of damaged facade area as per Landlord approval.
- Tenant must specify individual letters or letter with backboard. Letters should have a minimum thickness of 1/2" or greater and be of an accepted material such as Sintra (PVC) or metal and utilize concealed mounting methods.
- Max. height of sign letters or components shall not exceed 12" maximum height. All signage is subject to Landlord review and approval.
- Tenants and sign vendors must utilize colors and stylized fonts when designing signage; avoid block fonts and black/white signs.
- One font style with various heights, weights, and one color is strongly recommended in order to provide an economical and timely sign installation.

TYPICAL SIGN SECTION EXAMPLES

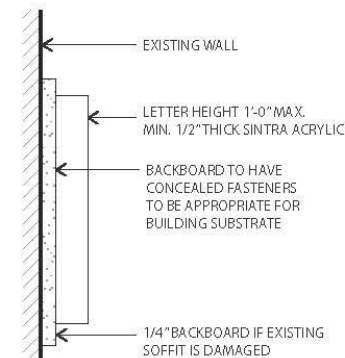
SCALE: NTS



ILLUMINATED PIN MOUNT



PIN MOUNT



NON ILLUMINATED SURFACE MOUNT

5.0 STOREFRONT, SIGNAGE AND GRAPHICS

GENERAL SIGNAGE GUIDELINES

Storefront signage is limited to the Tenant's 'Trade Name' as outlined in the License Agreement.

Submit sign shop drawing(s) indicating materials, overall sign size (length and width), individual letter(s) size (height, width and thickness), finishes, colors, and attachment method to storefront to Landlord for review and written approval prior to fabrication.

Taglines and/or other descriptive verbiage is subject to Landlord's discretion and approval. Window vinyl and logo's are permitted in most cases and subject to Landlord's approval. It is recommended to duplicate storefront sign within the store where appropriate, subject to Landlord approval.

General guidelines to consider when designing your storefront signage:

- Tenant (Licensee) will be required to use Landlord's recommended sign vendor.
- Written approval by the Landlord (Licensor) is required prior to the fabrication and installation of any sign.
- All letters must be three-dimensional and of 1/2" thickness or greater.
- Sign backboards or panels are typically not recommended unless they are being used to cover existing holes from previous Tenant signage. If backboards are used, these must match the color of the storefront. Creative backboard shapes are encouraged. Use individual letters mounted to backboard.
- Lit signs are encouraged (internal or external).
- Interior signage (such as behind cash wrap) is recommended to complete store branding image.
- Vinyl window graphics are recommended as supplemental store identity. These graphics are limited to 3" height 30" AFF max. in most cases and must be reverse-cut and applied to the back of the glass on interior of storefront.

Average letter heights or components are limited to 12", typically. Certain designs, fonts, or existing storefront conditions may permit otherwise, subject to Landlord review and approval. Logos must be no larger than 18".

Please reference the additional 'Specific Sign Guidelines' and verify all existing conditions in-field prior to design or fabrication of Tenant signage.

ACCEPTABLE SIGN TYPES

- ✓ Pre-finished metal or perforated metal panels
- ✓ Surface-applied dimensional metal letters (solid or hollow) or routed forms (PVC / Sintra, Plexi, and Acrylic) are acceptable materials with a minimum thickness of 1/2"
- ✓ Light-conductive or edge-lit signs with dimensional or carved letters
- ✓ Integrated cabinet signs with routed (opaque) faces and pushed-through letters
- ✓ Carved dimensional signs of certain materials with integrated external light source

PROHIBITED SIGN TYPES

- ✗ Banners or flat two dimensional signs
- ✗ Short-term banners
- ✗ Exposed fasteners
- ✗ Hand written or computer generated
- ✗ Credit card signs or other business logos
- ✗ Foamcore and gator board

6.0 GENERAL INFORMATION & SUBMISSION PROCEDURES

LANDLORD RESERVED RIGHTS

The Landlord reserves the right to modify, add to and/or delete from the contents of the Design Criteria document at any given time, and the Tenant will be required to conform to these amendments. This entire Design Criteria document is provided as a general and typical guideline to Tenants. Terms and Conditions of the Lease shall prevail as outlined in the Lease.

DISCLAIMERS

- All drawings and details in this document are schematic, typical, and are issued as a reference only. The Tenant is responsible at all times and at their own expense to have the leased premises surveyed in field.
- The utilization of the terms, Landlord, Tenant, or Lease herein shall not define the relationships between the parties. Rather, the relevant legal document, whether it be a Lease Agreement or License Agreement, shall govern.

USE OF PROFESSIONALS

Tenant will hire qualified professionals in the field of Architecture, Interior Design, and Engineering, licensed by the state of leased location. Tenants will prepare suitable architectural, design, mechanical, and electrical documents for the review process and will utilize registered contractors to complete and oversee the construction work done at Taubman Retail Centers.

SUSTAINABILITY

We encourage every retailer, architect, and contractor to create a environment using the latest sustainable design and construction practices. For more information on sustainable design and construction practices please visit the U.S. Building Council's **website: usgbc.org**.

PERMITTING & CODE

- It is the sole responsibility of the Tenant and their consultants to conform to all other local governing agencies and those set forth by the Landlord.
- Building permits and any additional/auxiliary approvals (fire, health, etc.) are required in order to begin installation and should be available prior to the planned installation date. Tenant is responsible for the submittal, coordination, and any fees associated with this process.

6.0 GENERAL INFORMATION & SUBMISSION PROCEDURES

DESIGN SUBMISSION

All design submittals will be submitted to the Tenant Coordination Department for the Landlord's design review, approval, and comments, which will be given on the basis of how the design and material selections presented relate to and complement the design concept philosophy of the entire project.

SUBMITTAL REQUIREMENTS

Submission should be made as soon as the Tenants architect or designer have been chosen. A sketch or computer-generated rendering of the space along with the envisioned finishes and inspirational tear sheets shall be submitted. Photos are very helpful in terms of understanding the essence of Tenants brand, as well as how the brand proposition will be articulated from a design perspective.

Upon review of the Design Package enclosures, the Tenant must submit at minimum the following:

- ✓ A plan, elevation, and section(s) of the proposed design and signage to scale. Prepared by a design professional
- ✓ Fixture, product, and merchandising plan
- ✓ Fixture cut sheets or pictures/images of fixtures
- ✓ Scope of work or construction drawings
- ✓ Electrical power requirements, including watts per sq.ft.
- ✓ 3-D rendering or sketch of storefront
- ✓ Sample board with actual materials and samples

SUBMITTAL PROCEDURE

Once all submittal requirements are met and combined into one (1) single packet, Tenant shall email package to Landlord, for review and approval.

Submit to: TILS@Taubman.com

RESOURCES

A Site Survey as well as a Pre-Construction Meeting is required prior to the start of construction. Contact the Facilities Director at the Mall Management Office in which Tenant's will occupy for site visit or other questions.

Contact the Tenant Coordination Department for information regarding design or construction professionals for each mall.

Tenant Coordination Department

200 East Long Lake Road
P.O. Box 200
Bloomfield Hills, MI 48304-0200
Phone: (248) 258-6800
Fax: (248) 258-7301

For questions, contact:

Michael Cooper, Senior Tenant Coordinator

MCooper@Taubman.com

or

Russell Schoenrath, Senior Tenant Coordinator

RSchoenrath@Taubman.com

6.0 GENERAL INFORMATION & SUBMISSION PROCEDURES

MALL INFORMATION

BEVERLY CENTER MALL

8500 Beverly Boulevard, Suite 501
Los Angeles, CA 90048
Phone: (310) 854-0071

CHERRY CREEK MALL

3000 East First Avenue
Denver, CO 80206
Phone: (303) 388-2522

DOLPHIN MALL

11401 NW 12th Street
Miami, FL 33172
Phone: (305) 599-3000

FAIR OAKS MALL

11750 Fair Oaks
Fairfax, VA 22033-3365
Phone: (703) 359-8302

GREAT LAKES CROSSING

4000 Baldwin Road
Auburn Hills, MI 48326
Phone: (248) 454-5010

INTERNATIONAL MARKET PLACE

2330 Kalakaua Avenue
Honolulu, HI 96815

INTERNATIONAL PLAZA

2223 North Westshore Boulevard, Suite 2000
Tampa, FL 33607
Phone: (813) 342-3780

PRESTIGE OUTLETS OF CHESTERFIELD

17017 North Outer 40 Road
Chesterfield, MO 63005
Phone: (636) 812-0567

THE MALL AT GREEN HILLS

2126 Abbott Martin Road
Nashville, TN 37215
Phone: (615) 298-5478

THE MALL OF SAN JUAN

1000 Mall of San Juan Boulevard
San Juan, PR 00924
Phone: (787) 759-6255

STAMFORD TOWN CENTER

100 Greyrock Place
Stamford, CT 06901
Phone: (203) 356-9700

SUNVALLEY MALL

1 Sunvalley Mall
Concord, CA 94520
Phone: (925) 825-0400

TWELVE OAKS MALL

27500 Novi Road
Novi, MI 48377
Phone: (248) 348-9438

THE UNIVERSITY TOWN CENTER

140 University Town Center Drive
Sarasota, FL 34243
Phone: (941) 552-7029

WESTFARMS

500 Westfarms Mall
Farmington, CT 06032-2692
Phone: (860) 561-3420

STATEMENT OF RECIEPT OF TENANT CONSTRUCTION MANUAL

I have received copy of Dolphin Mall’s Tenant Construction Rules and Regulations Manual regarding general information, procedures, rules and regulation for Tenant construction at the Center. I understand the contents of this manual and that Center Management reserves the right to change or modify any of the policies.

The general contractor and merchant is responsible for ensuring that all subcontractors involved with construction are fully aware of all information contained in this manual.

Also, I understand that Center Management reserves the right to stop construction at any time for safety or aesthetic reasons or if Contract or a contractor representative violates the rules and policies contained in this manual.

Contractor representative Signature

Date

Center Management

Date

Tenant

Date