

THE ORCHARD

TOWN CENTER

TENANT HANDBOOK

The Orchard Town Center
Westminster, Colorado
Forest City Commercial Group

Tenant Handbook



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FORESTCITY

TENANT COORDINATION/CONSTRUCTION

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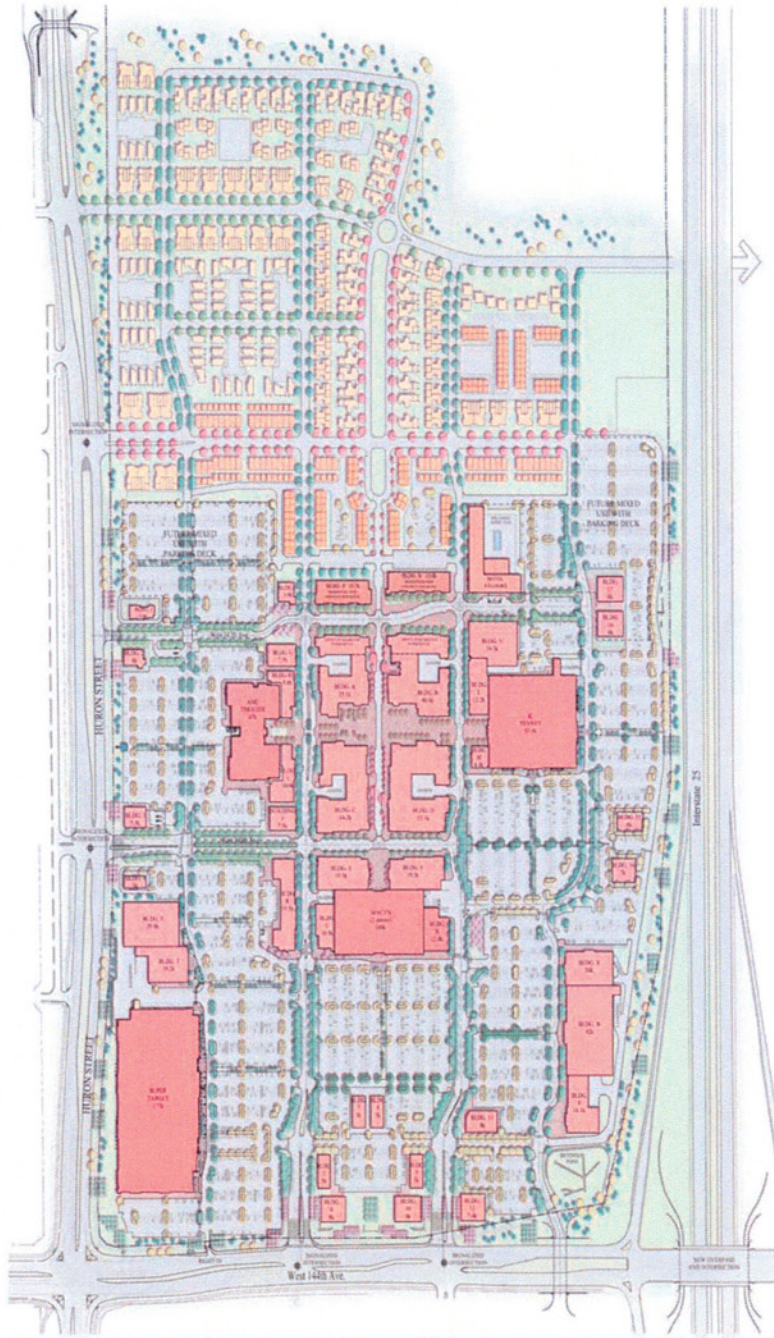
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General Information

This handbook, identified as Exhibit C referred to in The Orchard Town Center Lease and made a part of said Lease, has been prepared to guide the Tenant, as well as the Tenant's Architect, Store Designer and Contractor in expediting the construction of the premises. This information includes guidelines for the Tenant's Architect and describes the Landlord's obligations, the Tenant's construction responsibilities and Tenant's Contractor's requirements. Therefore, it is imperative the Tenant's Architect and Contractor receive a copy of the information contained herein. It is the Tenant's sole responsibility to provide a copy of this handbook to the required parties involved in the building of the Tenant's space.

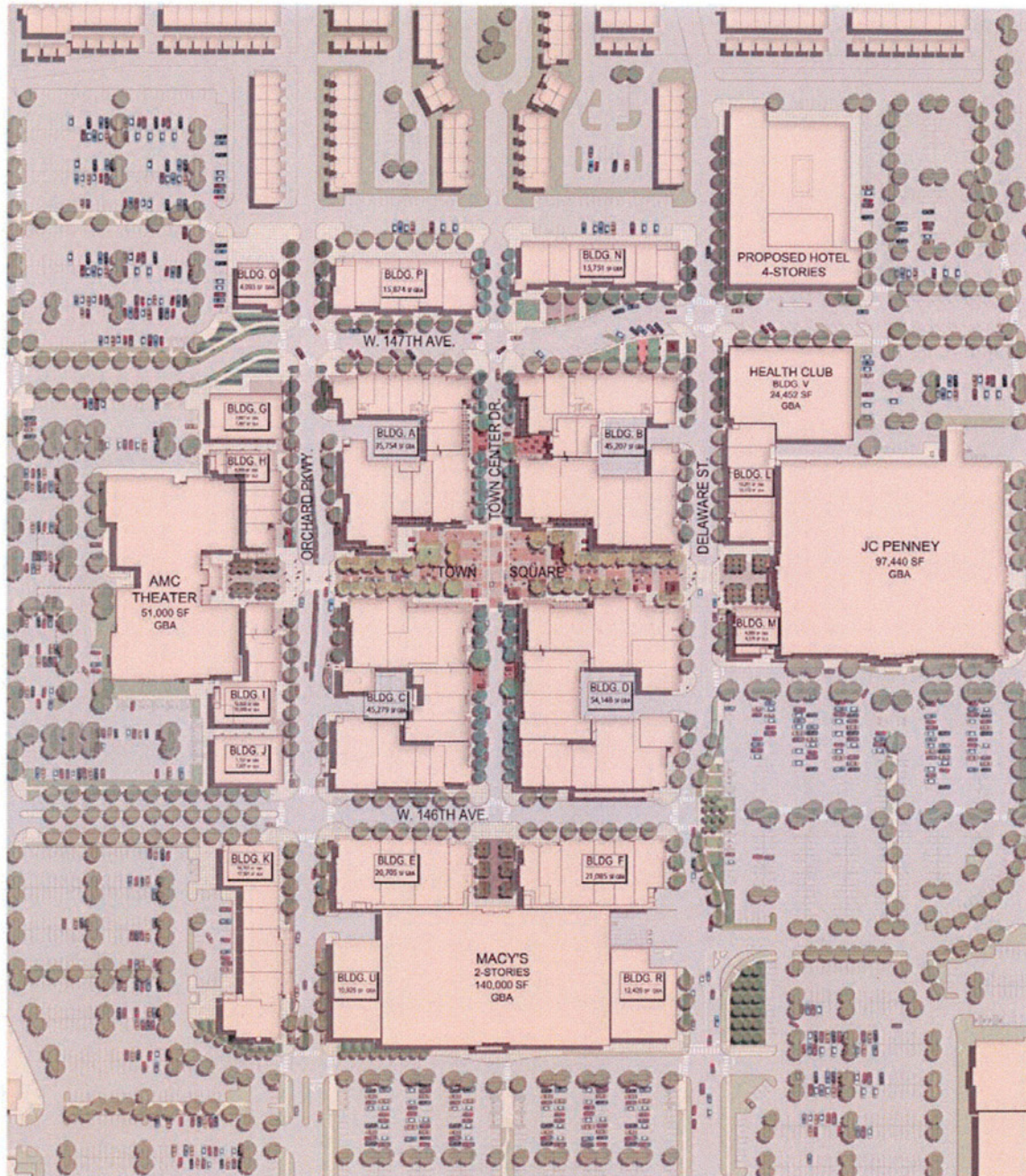


1.1 Overall Site Plan



These plans are for illustrative purposes only, and are subject to change. Contact the Landlord for a copy of the latest Site Plan.

1.2 Lease Plan



These plans are for illustrative purposes only, and are subject to change. Contact the Landlord for a copy of the latest Lease Plan.

1.3 Introduction



The Orchard Town Center is located along the edge of the Midwestern prairie that inspired the famous Prairie School of architecture, The Orchard Town Center takes its design cues from the architecture of Frank Lloyd Wright and his contemporaries. The primary features that define the architectural character of the project include:

- Strong horizontal lines punctuated by vertical stone piers, which establish an architectural character reminiscent of Wright's Prairie and Usonian houses.
- Banded brickwork and hipped roofs with large overhangs around the town square area that act as a backdrop to richly detailed outdoor public spaces.
- A varied palette of materials that will echo the colors of the prairie and the adjacent Rocky Mountains.

The Orchard Town Center is located in the Westminster, CO area 1 ½ miles south of the intersection of I-25 and E-470.

This project is unique in that it is a mixed-use development that includes commercial, office and mix of residential housing types in an interconnecting street grid.

Through the criteria in this handbook, the Landlord has set certain quality and design standards which will help Tenants create stores compatible with the overall design of The Orchard Town Center.

1.4 Landlord's Coordinating Staff

The coordinating staff will provide a liaison service between the Landlord, Tenant, Tenants Architect/Designer and General Contractor. These individuals are available to assist:

Tenant Coordination

Forest City Tenant Coordination/Construction

50 Public Square, Suite 1045

Cleveland, Ohio 44113-2203

Telephone: 216-621-8136

Debby Anderson, Tenant Coordinator – 216-416-3591, DebbyAnderson@forestcity.net

Michaelene Pilch, Sr. Administrative Assistant – 216-416-3578, MichaelenePilch@forestcity.net

Brad Smith, Director of Retail Tenant Coordination – 216-416-3586, BradleySmith@forestcity.net

Leasing

Forest City Commercial Group Retail Leasing

50 Public Square, Suite 1026

Cleveland, OH 44113-2203

Chris Charpentier, Regional Leasing Director –
216.416.3416

[Chris Charpentier@forestcity.net](mailto:ChrisCharpentier@forestcity.net)

Mall Management

The Orchard Town Center

8340 East 49th Avenue

Suite 2600 - Mall

Denver, CO 80238

Telephone: 303.375.5475

Ed Williams, General Manager – EdWilliams@forestcity.net

Robert Schrader, Director of Operations – [Robert Schrader@forestcity.net](mailto:RobertSchrader@forestcity.net)

1.5 Government Agencies/Utilities

GOVERNMENT AGENCIES:

Department of Community Development Division of Planning & Zoning

Aaron Gagne
Senior Projects Coordinator
City of Westminster Community Development
4800 West 92nd Avenue
Westminster, CO 80031
303-430-2400 x2099
303-426-5857 – FAX
agagne@ci.westminster.co.us

Building Department Division of Engineering

Dave Horras
Chief Building Official
City of Westminster Community Development
4800 West 92nd Avenue
Westminster, CO 80031
303-430-2400 x2077
303-426-5857 – FAX
dhorras@ci.westminster.co.us

Fire Department

Westminster Fire Department
Public Safety Center
9110 Yates Street
Westminster, CO 80031
303-430-2400 x4500

Health Department

Tri-County Health Department
7000 E. Belleview Avenue, Suite 301
Greenwood Village, CO 80111-1628
303-220-9200
303-220-9208 – FAX
www.tchd.org

UTILITIES

Electric Company

Larry Carabajal
Xcel
2655 North 63rd Street
Boulder, CO 80301
303-938-2320

Gas Company

Ron Martinez
Xcel
2655 North 63rd Street
Boulder, CO 80301
303-938-2119

Telephone

Lisa Hauswirth
Qwest
5325 Zuni Street, Suite 728
Denver, CO 80221
303-451-2329

Water

Richard Clark
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031
303-430-2400

1.6 Applicable Codes

The base building has been designed and will be reviewed under the 2000 IBC. The City of Westminster has adopted the 2006 IBC Fall of 2006. Tenants should design their stores using the 2006 IBC.

1.7 Glossary

As-Built Survey

Document showing completed physical conditions and improvements to the project.

Base Building

Overall project envelope of construction, including Common and Service Areas, excluding all work that is the responsibility of any Tenant.

Landlord Bulkhead

Wall, fascia, soffit or ceiling immediately above the Tenant's storefront built and controlled by the Landlord, and defining the maximum permissible height and extent of the Tenant's storefront.

Common Area

All areas of the Center — pedestrian streets, arcades, walkways, stairs, escalators, elevators, service corridors, restrooms, food court, etc. — that are enjoyed in common by all Tenants and the public, and that are not part of any Tenant's leased premises.

Contract Documents

Working drawings and specifications of a physical project as part of a contractual agreement directed toward the construction and subsequent completion of the project.

Demising Wall or Partition

A common wall or partition between two adjoining premises or between a premise and a Common Area. Demising walls or partitions typically extend back from a Neutral Pier.

Display Zone

The area at the front of the Tenant space that extends from the point of closure to all points 4'-0" into the Tenant space.

Design Control Drawings

Landlord supplied drawings containing architectural, mechanical, plumbing and electrical details and specifications that must be incorporated into the Tenant's construction documents.

Design Control Line

A line, typically from 4'-0" behind and paralleling the storefront Lease Line and closure, indicating the limits of the Display Zone.

Graphics

Lettering, symbols, logos and other visual elements used for signage or brand identification at the storefront and throughout the interior of the premises.

Kitchen Area

Any portion of a food service Tenant's premises used for food preparation, storage and clean-up.

Landlord's Designated Contractor

A specific competitively bid contractor designated by the Landlord to perform work where consistency and uniformity of materials, finishes, colors, and quality of workmanship are essential, or where overall control of critical construction is necessary. (For example, the Landlord may designate a contractor to provide all roofing modifications.)

Landlord Pier

Any architectural element, pier, etc. that is part of the Landlord's base building facade, at the storefront Lease Line, that must be maintained with Landlord finishes, and incorporated into the Tenant's storefront design.

Lease Line

The line shown on the Tenant Lease Plan defining the extent of the Tenant's lease premises.

Limit of Construction Line

The line shown on the Tenant Lease Plan defining the maximum extent of the Tenant's storefront construction. This line may or may not coincide with the Lease Line.

Neutral Pier

Any architectural element, pier, etc. separating two adjacent storefronts or separating a storefront from a service corridor, controlled and maintained by the Landlord.

Serving Area

All elements of a food service Tenant's premises that can be seen from Common Areas, including counters, demising partitions, ceilings, walls, doors, menu boards, equipment, lighting, signage, etc.

Shop Drawings

Detailed drawings showing dimensions, materials, colors, finishes, and construction of fabricated items, generally prepared by the item's fabricator.

Show Window, Display Window, Display

Transparent or translucent portion of a storefront used for the display of merchandise or services, including all appurtenant accessories.

Store Closure, Line of Closure

Line at which a Tenant's leased premises is closed for security after hours.

Storefront

The public facade(s) of a Tenant's leased premises, generally the front face or faces directed toward the Common Area.

Store Name

The official trade name of the store or Tenant's operation as written in the lease documents; also referred to as the DBA, or the name by which the operation is "Doing Business As".

Tenant Display Zone (TDZ)

The portion of the storefront/front wall of a Tenant space that is controlled by the Tenant, and shall therefore be designed, fabricated and installed by the Tenant, subject to the Landlord and City's approval. No portion of the storefront/front wall of a Tenant space outside of the TDZ may be affected by the Tenant in any way.

Tenant Information Package

Typically a compact disc containing electronic formats of the TLP, Tenant Handbook, Base Building drawings, Design Control Drawings and other relevant information regarding the project.

Tenant Lease Plan (TLP)

The detailed drawing of the Tenant's leased premises, indicating important design or lease information including Lease Line, Base Building elements, Demising Walls or Partitions, Display Zone/Design Control Area, etc. Information contained in the TLP is not guaranteed for accuracy or conformity with field conditions.

1.9 Sustainability

Introduction

Forest City Enterprises is committed to the principal of sustainability. As a company, we will strategically and competitively balance environmental resources and social systems as we operate our business and invest in new opportunities.

As part of our commitment to sustainability, Forest City Enterprises has made sustainable commercial building practices a priority. In addition to reducing consumption of natural resources and minimizing waste production, these measures have the opportunity to create economic benefits for our company and our customers by reducing operating costs and enhancing building performance. Forest City is dedicated to reviewing and incorporating key practices, standards and technologies that are currently leading the way in commercial green building construction.

There are many ways to accomplish sustainable design and construction in retail. In 2009 and after many years of research the United States Green Building Council (USGBC) established a separate rating system for the retail industry. By using established and innovative practices, standards and technologies the USGBC provides common design guidelines and a third-party certification tool that helps promote occupant well being, environmental performance optimization and economic returns. Rating Systems information for both LEED 2009 for Retail: New Construction and LEED 2009 for Retail: Commercial Interiors as well as the Rating System Selection Guidance, Application Guides and Credit Forms are available for download from www.usgbc.org.

Methods and Materials

The following actions are recommended to support Forest City's goals for sustainability. Tenants can easily select the recommendations that are practical to their application. This list is only intended to be a sustainable building guide, and may not be practical in every application. Tenant should discuss all applications with their Architects/Engineers prior to implementation.

Documentation

- Provide PDF documents of all submittals (sign shop drawings, Preliminary and Final Construction Documents, all permit drawings, all forms, affidavits, permits, miscellaneous close-out documents). This will not only decrease paper usage and printing costs, but will assist in expediting the review process. However, in certain circumstances, such as permit submission to a municipality, stamped hard copies will still be required. Keep in mind that there are certain size limitations when downloading, uploading and emailing large drawing files. These limitations should be discussed and coordinated prior to any submissions.

Building Materials

- Provide infrastructure for post-occupancy recycling
- Building reuse (with LL approval)
- Construction Waste Recycling
- Salvaged and/or refurbished building materials
- Recycled content materials
- Regionally extracted (harvested) and manufactured materials
- Rapidly renewable materials
- Forest Stewardship Council (FSC) certified wood
- Low-VOC Adhesives and Sealants
- Low-Emitting Paints & Coatings
- Carpet and Rug Institute (CRI) Green Label Plus carpet and carpet cushion
- Urea-formaldehyde free composite wood and agrifiber products
- Low emitting and formaldehyde free insulation
- Low emitting systems furniture and seating

Plumbing

- Low Flow Toilets, Dual Flush Toilets, Composting Toilets and Waterless Urinals
- Low Flow Showerheads
- Faucet Occupancy Sensors and/or Aerators
- Maximize Hot Water Heater Efficiency

Electrical/Lighting

- Energy Standard; California Title 24 2008 Energy Efficiency Standards, ASHRAE/IESNA Standard 90.1-2004 or local Energy Code, whichever is more stringent
- Sustainable Building Energy Management Strategy
- Commission energy systems
- Maximize Insulation Value
- Automatic lighting occupancy sensors and lighting dimmer switches
- High efficiency lighting fixtures
- Daylight sensors
- Tandem wiring
- Maximize the use of Day-lighting
- Effective use of window blinds
- Minimum convenience electrical outlets required by code

HVAC Systems

- Maximize HVAC Efficiency
- Mechanical (active) ventilation
- Natural (passive) ventilation
- No smoking policy
- Install CO2 sensors in conjunction with outdoor air delivery system
- Protect all HVAC equipment from dust and limit use during construction.
- Clean existing ductwork and replace filters prior to occupancy.
- Protect all absorptive material from moisture
- Post-construction building flush out.
- Isolate and vent areas of hazardous chemical use
- Individual thermal controls in conjunction with individual diffusers

The items listed above are only intended to be a sustainable development building and construction guide as the Landlord, its agents and consultants assume no responsibility for code compliance, ADA compliance, dimensional accuracy, engineering accuracy or selection of technology, product or manufacturer. It is the Tenant's sole responsibility to comply with all applicable laws, codes and regulations.

Store Design

2.1 Storefronts

Tenants shall design their storefronts so that the design is consistent with the overall architecture of the building. Storefronts shall extend from building pier to building pier and from common area floor to the Landlord's fascia above. Storefront heights vary by location throughout the shopping center. All storefronts shall be self supporting and shall be securely attached at the head to the Landlord's building structure for bracing only. All storefront construction must be flush with lease line at the base, and must conceal all Landlord material transitions at the jamb and head. All storefront conditions must be field verified. Where entrances or other recesses in the storefront line of closure occur, the Tenant shall provide an unpolished, textured stone such as slate, granite or alternate material. Polished stone, ceramic tile and concrete are prohibited from use in such areas. Where awnings, banners, blade signs or other such projecting elements are incorporated into a storefront design, they shall be fully designed and engineered to withstand the appropriate wind forces per local code.

2.2 Entries and Doors

All storefronts should provide a well defined and attractive entry. Doors shall be framed by architectural embellishments, or coupled with additional windows or sidelites to enhance the scale of the entry and the sense of invitation. All doors shall be traditional hinged swinging doors. Security gates, grilles, and sliding doors are prohibited. Doors shall be of materials appropriate to the complete storefront design concept. All doors shall be glazed. Decorative glazing is encouraged and doors may be embellished by multiple panes, tinted, etched or decorative glass, or applied patterns or graphics. Entry and exit hardware, such as doorpulls, locksets, etc., shall be of coordinated design as to enhance the appearance of the doorway. Door hardware shall be unique to each Tenant's identity.

2.3 Windows and Glazing

Window configuration and glazing comprise the largest compositional elements of the Tenant storefront. They establish much of the store design character and define the relationship between interior and exterior. They also establish the framework for display of the Tenant's image and merchandise. Design, size, shape, layout, proportions and patterns shall be carefully considered. Tenants are required to maximize the openness of their storefronts by extending the glazing system to the limits of their storefront opening. Tenants are not restricted to a symmetrical design, or to any particular proportions, sizes, or types of glazing systems. Butt-joint glazing is encouraged for show windows that infill larger storefronts.

Glass shall be clear polished plate or tempered glass as required by code. Glazing shall be predominantly clear to emphasize merchandise display. Reflective and tinted glass is prohibited. Decorative glazing, such as colored, beveled, sandblasted or etched glass, may be used to create accent patterns or as transom panels. Window mullions shall meet all material and finish standards, and shall typically be factory-finish-painted. Large glass areas shall be engineered to meet all code requirements. Weather tight conditions shall be maintained in all glazing installations. Any sealant used in butt-glazed installations shall be clear silicone.

2.4 Awnings and Canopies

Tenants without Landlord-provided canopies as part of their storefront design are encouraged to provide awning or canopy coverage at their storefronts. Awnings and canopies shall be coordinated with the Landlord's building façade modules, between columns or piers. Awnings and canopies must be of fire-retardant material and be supported only by the Tenant's storefront construction. No connections to the Landlord's construction are permitted. Where Landlord-furnished base building canopies exist, Tenant will not be permitted to install awnings.

Colors and patterns of awnings and canopies shall be varied so that two adjacent Tenants do not share the same type. Internally illuminated awnings and installation of associated diffusers are prohibited. The lowest point of any awning or canopy shall be 9'-6" minimum above finished floor level. Awning framing shall be a natural metal, such as brass, bronze, etc., or shall be painted to match the awning material or fabric color. Awning frames must also be coordinated to align with the storefront window framing system, to eliminate awning frame exposure through storefront glass.

2.5 Building Piers/Landlord Piers

The building piers/Landlord Piers at The Orchard Town Center not only provide an appropriate separation of Tenant design themes, but also serve as part of the architectural character of the Landlord building designs. Building piers/Landlord piers shall be carefully considered in the development of the Tenant storefront design, to ensure appropriate relationships between storefronts and the existing Landlord buildings. The Tenant shall provide clean transition from building piers/Landlord Piers to the storefront. The Tenant shall not affect or modify building piers/Landlord Piers in any way. The Tenant shall verify actual dimensions of piers affecting his storefront as they may vary from location to location. Downspouts, light fixtures, signage etc., that may occur at building piers/landlord piers shall not be affected or modified by Tenant design.

2.6 Materials and Details

The Orchard Town Center requires high quality materials, well designed details and well executed construction. The success of storefront design is largely dependent on how creatively materials and design details are used to develop a unique and well executed image for each Tenant. Certain materials considered acceptable at other centers may not be appropriate for the exterior environment of The Orchard Town Center. All storefront materials and colors shall be submitted on a color/material sample board to the Landlord for review. Refer to the section on Tenant Submittal Requirements later in this Handbook for more details.

All materials used in storefronts shall be durable and non-corrosive. The use of brick is not permitted as it would clash with the base building brick. Large expanses of glass are required in storefronts. The use of other material should be extremely limited. A durable base material, impact resistant and washable, is required on all storefronts. Careful attention to detail is required in all connections and transitions with other materials. A defined edge shall be established between different materials and surfaces. Any transition between existing Landlord finishes and Tenant materials shall be neatly executed. Large surfaces of stainless steel shall not be polished, but shall have a textured finish and be prefabricated panels. As a minimum, exterior soffits shall be constructed of painted weatherproofed plaster. Weatherproof detailing is required for all exposed exterior construction.

Materials

Metals such as brass, bronze, pewter or stainless steel can be used for limited applications such as hardware, trim and panels when detailed appropriately. Metal finishes such as textured or brushed stainless steel, galvanized, sandblasted and etched metals are encouraged to be considered for creative design solutions. Metals shall be detailed to coordinate seams and joints. All seams and joints shall be even and straight. Metal panels shall be fabricated from either heavy gauge material or thinner gauge material attached to solid backing to prevent any oil-canning or unsightly deformation. Unique finishes such as rusted, etched or imprinted steel may be considered for special design objectives. Patina finishes are encouraged.

Simulated finishes and laminates are prohibited. High quality is required for all creative metal applications. Final approval of special finishes is at the sole discretion of the Landlord.

Painted Surfaces

All paints applied to materials of the storefront shall be clearly specified. All paints shall be of high quality for even, durable finishes. All surfaces shall be properly prepared and sealed prior to the application of high grade enamel. Painted gypsum drywall is permitted only within the interiors, not on any exterior surface. Painted or stained woods are not recommended due to the climate of Colorado. Natural woods do not fair well, particularly south facing facades.

Special Glazing

Sandblasted, stained, etched and leaded glass is encouraged and should be creatively incorporated into storefront design. Stained glass shall be limited to simple graphics and geometric patterns; themed or highly ornamental stained glass is prohibited.

Plaster and Stucco

Plaster and stucco finishes may be considered for limited applications, provided they have smooth finish texture. Textured or troweled finishes are prohibited. Plaster or stucco finishes shall be used in combination with other higher visual quality materials such as stone or metal and shall not dominate as the primary storefront material. All plaster and stucco shall have integral color. The use of EIFS (Exterior Insulated Finish Systems) is prohibited.

Prohibited Materials

In certain instances, special consideration may be given to the use of a material if its application is highly original, creative and essential to the theme or design concept of the storefront. This will be determined during the Landlord's design review process. The following materials are prohibited:

- Brick
- Formed plastics or plastic laminates
- Simulated materials
- Large areas or bulkheads of EIFS
- Distressed woods such as pecky cedar, rough sawn lumber, re-sawn lumber, softwoods, wood tambour and wood paneling
- 'Antiquing' through the use of stains, varnishes or other means
- Vinyl or fabric wall coverings
- Rough stucco or stucco with patterned finish
- Spandrel glass (only frosted and backlighted permitted)
- Smoked or tinted finishes
- Mirror glass or polished metal (except as limited accent)
- Plexiglas or other plastics
- Vinyl awnings

2.7 Planting Materials

Tenants are encouraged to use living plants in their premises and storefronts. Depressed or slab-level plantings are prohibited. All plants installed by the Tenant shall be properly maintained by the Tenant at the Tenant's expense. Artificial plants and flowers are prohibited.

2.8 Lighting

If permitted, all tenant provided exterior lighting shall conform to the context of The Orchard Town Center. The Tenant's lighting design shall incorporate a variety of fixture types, light qualities and light levels. All store entrance light levels must meet local code requirements. All exterior lighting shall remain lighted from dusk until at store closing or as otherwise required by local code. Energy-efficient fixtures with long-life lamps are required. The Tenant is encouraged to provide a dynamic storefront lighting design with areas of visual interest and pattern. The Tenant's exterior lighting design may employ:

- Lighted storefront
- Wall-wash lighting
- Wall sconces
- Other innovative lighting with Landlord's prior approval

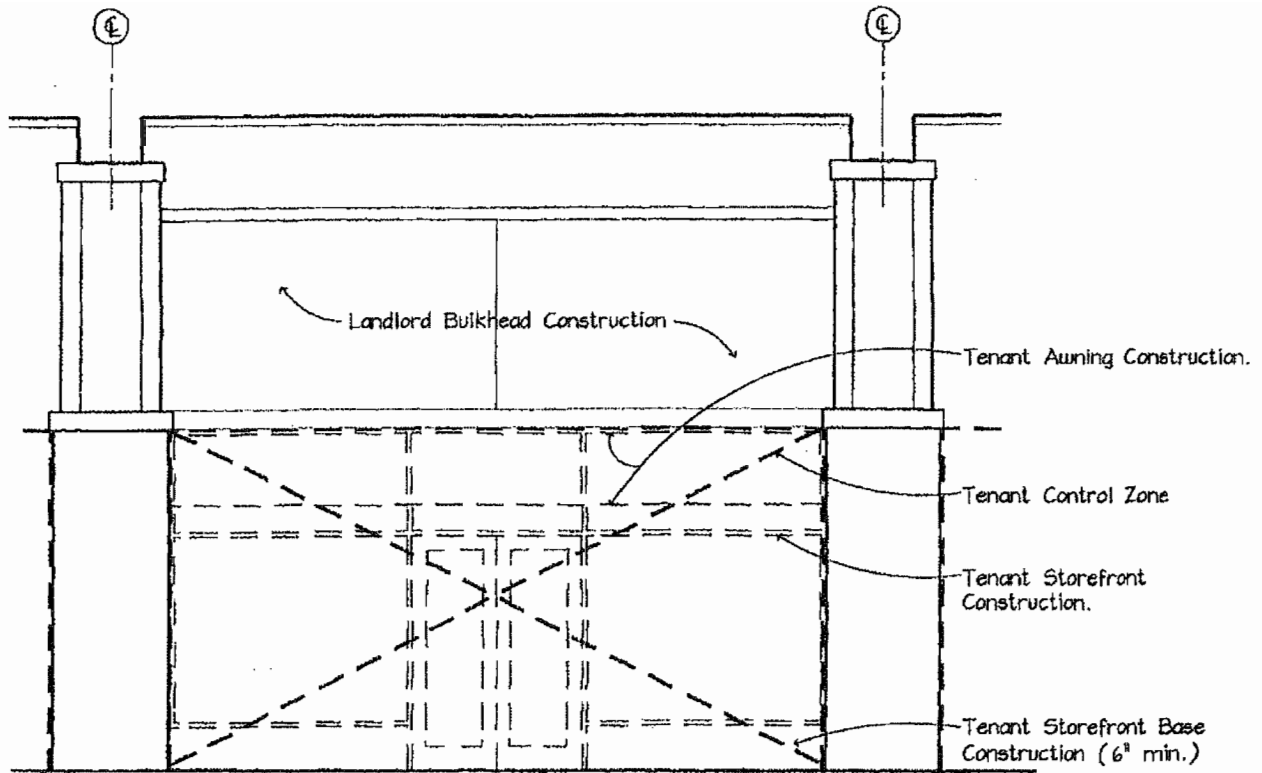
The Tenant is prohibited from providing any sign, light or other building feature, extension or attachment that will interfere with the Landlord's building lighting, common area or landscape lighting. All lighting power penetrations through building piers or Landlord exterior building walls and any necessary electrical back-boxes or junction boxes shall be by the Tenant, with fixtures supplied and installed by the Tenant subject to Landlord's approval of fixture location.

All emergency and exit lighting for the Tenant premises, both interior and exterior, shall be by the Tenant and shall be provided with emergency battery power back-up. All required emergency lighting at storefront must be concealed or mounted internally. Exterior surface mounted typical emergency light fixtures are not permitted by the Landlord.

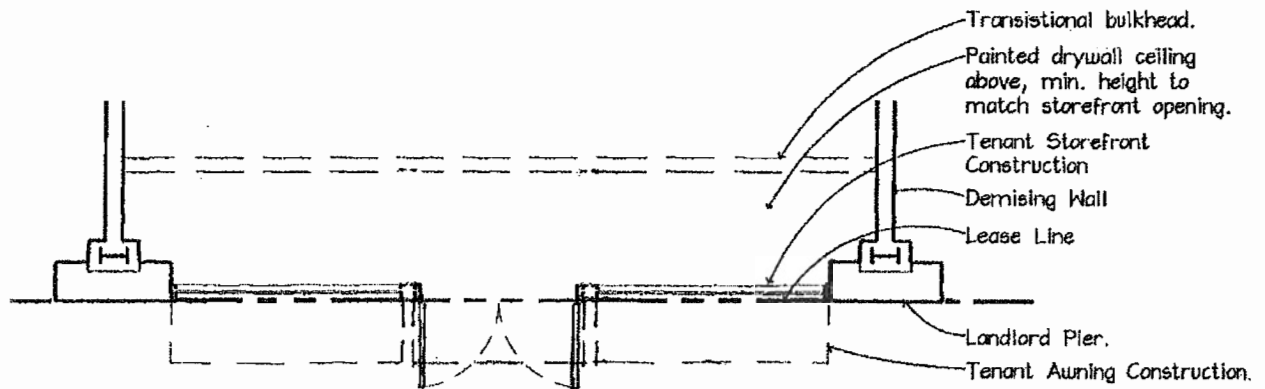
All exterior lighting (except for required emergency lighting) shall be wired to an electronic time clock or lighting control panel. Manual switches for exterior lighting are prohibited.

2.9 Representative Designs

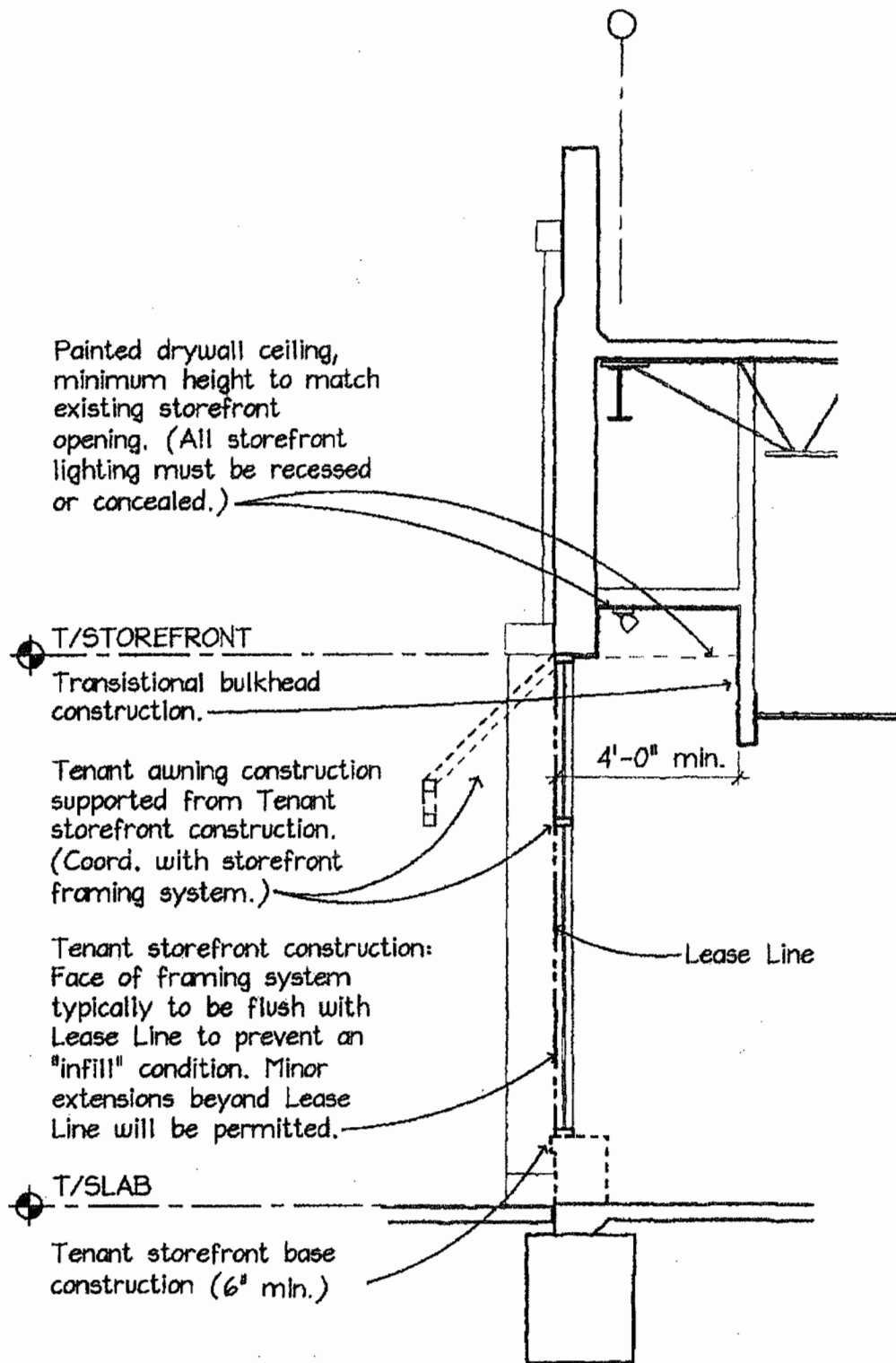
Depicted on the following pages are sketch illustrations of a representative example of the architecture and Tenant storefront and facade design elements of The Orchard Town Center. The Tenant should review these in conjunction with the design criteria in developing the store and storefront design.



Tenant Storefront Elevation



Tenant Storefront Plan



Tenant Storefront Section

2.10 Signage Introduction and Intent

Tenant signing is expected to enhance and extend the spirit of the architectural character of The Orchard Town Center, expressing clearly the retail name and function, while also serving as an expression of the high quality of the commercial and dining environments within. The Orchard Town Center's architectural style is that of the Midwestern Prairie style, with trellised canopies, intimate pedestrian spaces and an emphasis on landscape and water features.

Graphic design shall be imaginative, simple and clear. Creative and expressive signage solutions using a variety of materials are strongly encouraged as a means of enhancing visitor experience. Signage shall be limited to the logo and/or trade name of the Tenant. Additional icon/imagery will be considered, at the sole discretion of the Landlord, provided it contributes to the overall identity and design of the store. Tenants shall retain the services of a professionally trained graphic designer to create their identity and sign program. The design of signs shall be harmonious with the materials, color, texture, size, scale, shape, height, placement and design of Tenant premises and the Landlord buildings. Strict adherence to these sign design criteria shall insure that the main street character of the shopping center is maintained and that a lively and evocative village environment is created.

This Signage Design Criteria is provided to guide designers, architects, and Tenants in the development of Tenant identity signs at The Orchard at Westminster.

The objectives are:

- To generate varied and creative Tenant signage through application of imaginative design treatments and distinctive logos and typestyles.
- To establish signage as a design element that contributes to a "shopping district" environment unique to The Orchard at Westminster.
- To provide standards of acceptability for signs in order to facilitate the review and approval process.

A map of designated areas is located on the Tenant Signage Zoning Plan. Tenants and their designers are to refer to that map and select a combination of at least two sign types, from the designated district assigned to their store.

Any signs fabricated and installed without prior approval in writing from the Landlord may be removed by the Landlord. All costs for removal, including but not limited to patch and repair of the building, will be at the Tenant's expense.

2.11 Tenant Signage Zones

The Tenant signage for The Orchard at Westminster is divided into four distinct “zones” to assist the Tenant in choosing the appropriate signage type, location, and quantity for their identity. All stores and their corresponding elevations fit within a particular district. Please refer to the included map for the location. These areas are defined by architectural character and/or site orientation.

The Orchard at Westminster is divided into the following signage areas:

- Entertainment Zone
- Main Street Zone
- Town Square Zone
- Freestanding Zone

The Tenants in each district must have a minimum of two of the following sign types indicated. In addition to these two signs, Tenants are allowed to have additional signs, selected from the “optional” signage in the indicated areas, as long as the maximum permitted sign area is not exceeded.

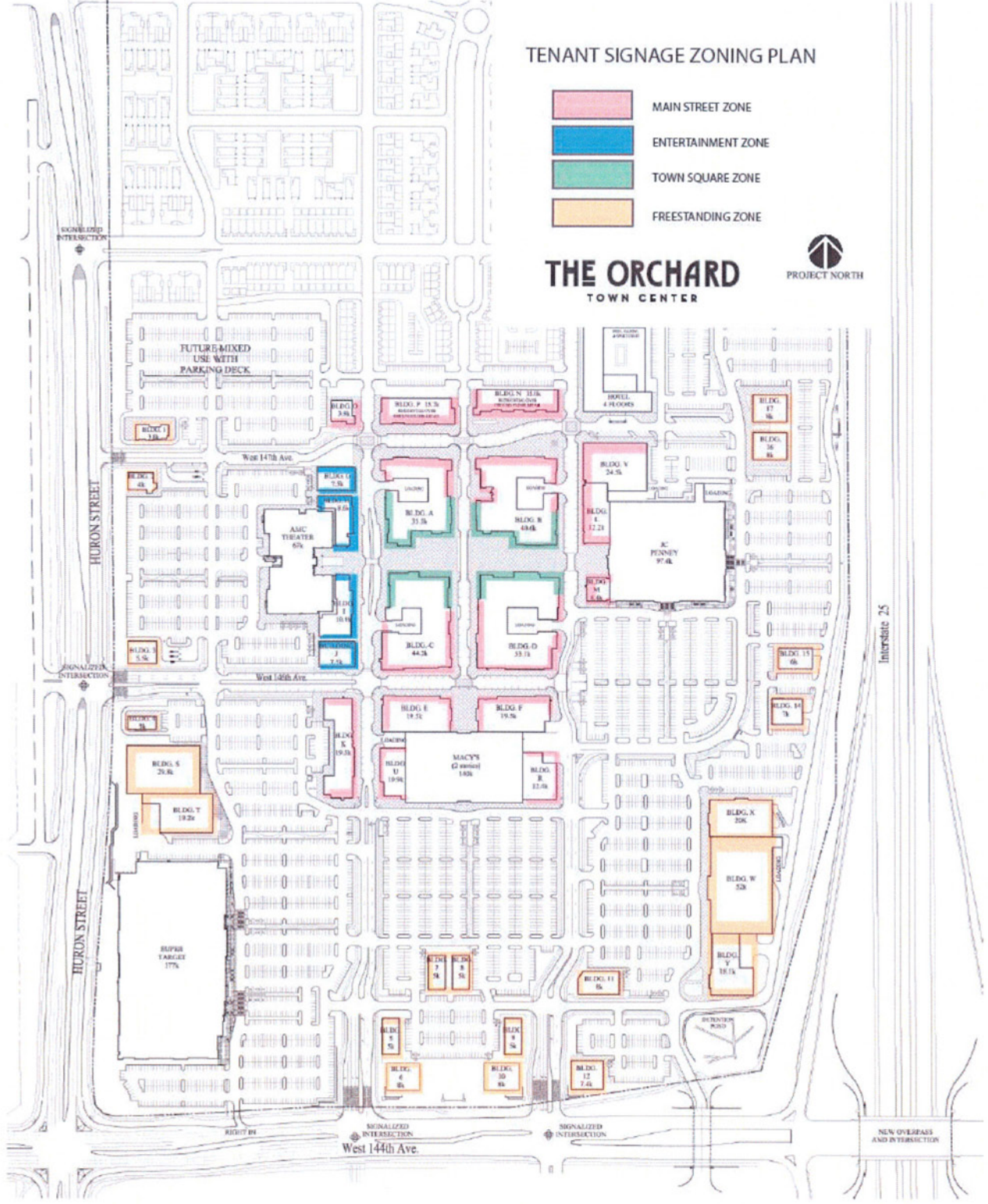
Signage located on the rear elevation is prohibited, unless the Tenant designs an entrance exclusively for public use in that elevation. Service entries or fire exits are not considered public entries, therefore are prohibited from having primary signage.

Variations away from these designated areas need approval from the Landlord prior to submitting to the City for permit. The maximum allowable square footage area of each sign is to be determined based on the lineal frontage of the store front, its location in The Orchard at Westminster and the City of Westminster signage ordinances.

TENANT SIGNAGE ZONING PLAN

- MAIN STREET ZONE
- ENTERTAINMENT ZONE
- TOWN SQUARE ZONE
- FREESTANDING ZONE

THE ORCHARD
TOWN CENTER



Entertainment Zone General Signage Guidelines:

The signage in the Entertainment District should have bright colors, and be vibrant and dynamic in appearance with some exposed neon. Signage will need to be in layers and preferably 3-D in form. Tenant logos will be encouraged and are recommended. Signage is to be over scaled and visually vibrant. The 3-D aspect and scale of the signage will create a fun and exciting ambience during the day and the area will come alive at night.

Allowable Sign Types:

1. Primary Signage: REQUIRED
 - a. Channel Letters with exposed neon on building façade or canopy, exposed neon cannot be visible from Huron Street.

2. Secondary Signage: REQUIRED
 - a. Blade sign
 1. May be externally illuminated
 2. Layered or 3-Dimensional

3. Optional Signage
 - a. Vertical Marquee Sign
 - b. Inlaid Entry Vestibule Floor Signs
 - c. Applied window graphics
 - d. Wall mounted plaques
 - e. Identity on valance of awning
 - f. Canopy sign

Signage Calculation Guidelines:

The maximum sign area for each Tenant shall be 2.0 square foot of sign face for each lineal foot of store frontage, but limited by the maximum signage sizes listed in matrix or 300 square feet maximum.

Main Street Zone General Signage Guidelines:

The primary viewing of the Tenant signage will be from the pedestrian areas and streets. As such, Tenant signage should respond to the appropriate scale. Tenant logos will be encouraged and are recommended.

Allowable Sign Types:

- 1. Primary Signage: REQUIRED
 - a. Reverse pan channel halo lighted individual dimensional letters
 - b. Dimensional letters, externally illuminated

- 2. Secondary Signage: REQUIRED
 - a. Blade sign
 - 1. May be externally illuminated

- 3. Optional Signage:
 - a. Inlaid Entry Vestibule Floor Signs
 - b. Applied window graphics
 - c. Wall mounted plaques
 - d. Identity on valance of awning
 - e. Canopy sign

Signage Calculation Guidelines:

The maximum sign area for each Tenant shall be 1.5 square feet of sign face for each lineal foot of store frontage, but limited by the maximum signage size matrix.

Town Square Zone General Signage Guidelines:

The signage in Town Square Zone will be a variety of different sign types. This district will show growth and evolution and will enhance and enrich the overall shopping experience. This District will encourage uniqueness and diversity specific to the Tenant usage.

Allowable Sign Types:

1. Primary Signage: REQUIRED
 - a. Reverse pan channel halo lighted individual dimensional letters
2. Secondary Signage: REQUIRED
 - a. Blade sign
 1. May be externally illuminated
3. Optional Signage:
 - a. Inlaid Entry Vestibule Floor Signs
 - b. Applied window graphics
 - c. Wall mounted plaques
 - d. Identity on valance of awning (If awnings are permitted in this zone)
 - e. Canopy sign

Signage Calculation Guidelines:

The maximum sign area for each Tenant shall be 1.0 square feet of sign face for each lineal foot of store frontage, but limited by the maximum signage size matrix.

Freestanding Zone General Signage Guidelines

The primary viewing of the Tenant signage will be from vehicular areas and streets. As such, Tenant signage should respond to the appropriate scale. Tenant logos will be encouraged and are recommended.

Allowable Sign Types:

1. Primary Signage: REQUIRED

- a. Reverse pan channel halo lighted individual channel letters
- b. Channel Letters with exposed neon on building façade, exposed neon cannot be visible from Huron Street.

2. Secondary Signage: REQUIRED

- a. Blade sign
 1. May be externally illuminated

3. Optional Signage:

- a. Inlaid Entry Vestibule Floor Signs
- b. Applied window graphics
- c. Wall mounted plaques
- d. Identity on valance of awning
- e. Canopy sign

Signage Calculation Guidelines:

The maximum sign area for each Tenant shall be 2.0 square feet of sign face for each lineal foot of store frontage, but limited by the maximum signage size matrix.

Primary Signage Options

- Inline Tenants: One primary sign
- Corner Tenants: Two primary signs
- Freestanding Tenants: Three primary signs

2.12 Signage Details and Specifications

Fascia Signs:

Individual letters – Reverse channel – halo illumination

- Reverse channel letters are to be fabricated out of aluminum with a minimum metal thickness of .060 with a painted finish.
- All seams are to be welded and ground smooth.
- Channel depth to be no more than 4”.
- Letter channels are to be stud mounted 2” maximum from face of wall.
- Stud mounts are to be threaded anchor bolts with round sleeves and are to be painted the color of the fascia.

Individual letters - Open pan channel – exposed neon illumination (entertainment District only)

- Open pan channel letter forms are to be fabricated out of aluminum with a minimum metal thickness of .060 with a painted finish.
- All seams to be welded and ground smooth.
- Inside of channel letter forms are to be painted a contrasting color from the building color.
- Neon tubes are to be double row or adequate number of rows to illuminate channel form.
- All neon fasteners, tube stands, mounts, and crossovers are to be painted to match inside of channel letter form.
- Letter channel returns are to be 4” maximum deep.
- Top surface of neon is to be mounted flush with front edges of returns.
- Due to extreme weather conditions that include hail, sign fabricator are to fortify the sign or cover letter face w/ clear acrylic/lexan to protect neon from damage, if required by local code.

Individual letters - External illumination

- External illumination to be provided by a separate light fixture(s) of a design that is complimentary to the overall sign design concept and the building architecture.
- Fixtures with arm extensions or gooseneck extensions are encouraged.
- Exposed “Light-bars” are prohibited.
- Pre-manufactured light boxes are not allowed.
- Individual letters to be at least 1/2” thick metal. Letter thickness is subject to Landlord approval and based on thickness-to-height proportion.
- If stud-mounted, the individual letters are to be stud mounted minimum 1 1/2” from face of wall.
- All light fixture designs are to be submitted to the Landlord for approval prior to purchase and installation.

Tenants Located in Multiple Zones

- When a Tenant’s façade is located in multiple signage “zones”, each particular façade is dictated by the regulations for that zone.

Corner Treatments:

- When the Tenant occupies a corner store location and there is a corner entry / architectural feature, Tenant must locate primary identity over the corner entry.
- Vertical marquees are encouraged if allowed in zone.

Blade Signs:

A double-sided sign mounted perpendicular to the building facade and suspended on a decorative metal bracket, usually placed near the store-front entrances.

- Each Tenant is required to have one double-faced hanging sign per building facade.
- The creative use of logo shapes is encouraged in the design of the blade sign.
- Tenants are encouraged to utilize a variety of colors and graphic elements along with typestyle to create a whimsical and energetic signing solution. Painted flat forms layered to give a 3-dimensional effect are encouraged in designated districts.
- Flat blade signs are to be fabricated of painted metal.
- Signs are to be wall mounted from a metal bracket, or suspended from the trellis with metal supports.
- Placement to be reviewed with consideration of all adjacent signs.
- External illumination of blade signs is permitted, only if properly done.
- Signs to be mounted with minimum of 8' of clearance from finished floor.
- Signs to project a maximum of 4', inclusive of bracket.
- Trade name or logo only, no taglines, slogans, or advertising allowed.
- When calculating total sign area, one side of blade sign inclusive of bracket to be included in calculation.

Vertical Marquee Signs:

Used only at specific locations to identify and emphasize visually prominent Tenants. In light of the significant visual impact that can be achieved through such signs, the Tenant is required to provide a very high quality design and presentation to the Landlord for review and approval. Any additional structural requirements need to be coordinated with Landlord at Tenant's expense. Vertical Marquee Signs may be mounted at a prominent corner of a Tenant building on the diagonal to provide visibility from several directions and shall be integral to building architecture. Views of the sign shall not be obstructed by awnings or other architectural elements. Such signs shall be at least 13 feet above finished grade and may extend as high as the top edge of the building parapet. The Landlord strongly encourages such sign types as:

- Letter and logo forms painted, gilded or screen printed onto a sign panel;
- Reverse pan channel letters and logos with halo illumination;
- Open pan channel letters and logos with exposed neon illumination;
- Three-dimensional artistically sculpted object signs;
- Three-dimensional sign with internally illuminated component
- Two-sided sign with exposed neon
- Three-sided sign with exposed neon
- When calculating total sign area, one side of marquee sign inclusive of bracket is to be included in calculation.

Canopy Signs:

Made from metal, the canopy projects perpendicular from the storefront façade above the entrance doors and/or display windows and acts as protection against the elements. The name and/or logo of the Tenant is applied to the canopy with individual dimensional letters typically resting on top of the canopy.

- Letters to be non-illuminated.
- Letters to be made of cut out metals, and must be at least 1/2" thick.
- Canopy signs that are intended to be the Tenant primary sign may be sized pursuant to fascia sign criteria, and may be externally illuminated by a concealed light source.
- Stacked letters are not allowed.

Wall Mounted Plaques:

- Wall mounted plaques with concealed fasteners or exposed fasteners designed as a feature treatment approved by Landlord.
- Allowable materials are cast metal, glass, or durable hard surface material.
- Non-illuminated or externally illuminated only.
- Size to be submitted for approval.
- Location to be adjacent to entry doors and submitted for approval.
- No taglines, slogans, service or product descriptions allowed in text.

Window Graphics: (excluding "Operational Signs", which are addressed below):

- Only trade name or graphic logo may be used. Store description, advertisements, or tag lines not allowed.
- Metallic or colored or "etch-look" vinyl graphics are to be used.
- The entire graphic to be mounted below 48" from finished floor.
- All applied graphics to be adhered to interior side of glass.
- Applied window graphics are to be submitted to the Landlord and approved in writing prior to installation.
- Applied window graphics are to have consistent text from window to window.

Awnings Signs: (Where Permitted):

Made of canvas, the awning projects perpendicular from the storefront façade above the entrance doors and acts as a protection against the elements or as a decorative feature. The name of the Tenant is applied to the awning valance, on the lower, vertical portion of the canopy only. Awnings and awning signage will not have any internal illumination.

- Letters – To be silkscreen, printed or sewn on the vertical surface of the awning valance only and contrast with awning color.
- Trade name and/or logo may be on awning valance only. No tag lines, merchandise descriptions, services or advertisements allowed.
- Light fixtures to illuminate the awning from within are prohibited.

Operational Signs:

Operational signage indicating hours of operation, telephone numbers, specialty rules and regulations is specific to each Tenant. No tag lines or slogans allowed.

- Maximum letter height of 3/4”.
- Mounted to interior surface of glass, on or adjacent to entrance door and mounted no higher than 60”.
- Total area of sign shall not exceed 6 square feet.

Inlaid Entry Vestibule Floor Signs:

A pattern, medallion, individual letters, or sign recessed into the floor, located solely within Tenant lease line at the entry vestibule of the store and integrated flush into the surrounding flooring system.

- Signage is required to be within the Tenant’s lease line and may not extend beyond the storefront.
- Sign must be fabricated of durable, non-slip materials

Additional Signage

Exit/Service doors to Tenant spaces throughout the Center shall have standard identification only, consisting of the Tenant name and the Tenant space address number. Such signs shall be furnished and installed by the Landlord at the Tenant’s expense. The Tenant shall not apply any other signage or wording to Exit/Service doors.

Tenants shall be required to have an address indication at the storefront. Such signage shall be furnished and installed by the Landlord, at the Tenant’s expense, to ensure consistency throughout the Center.

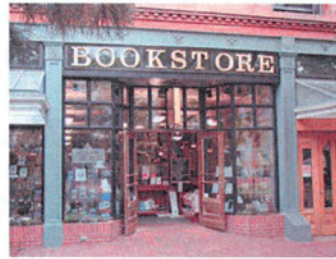
2.13 Tenant Fascia Sign Examples



Halo-illuminated reverse pan channel letters



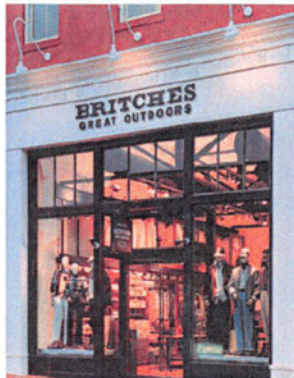
Externally illuminated painted fascia panel



Prismatic gilded letters



V-grooved letters cut into stone



Externally illuminated dimensional letters



Pin-mounted cut letters

2.14 Tenant Blade Sign Examples



Externally illuminated with incised and gilded type



Externally illuminated with dimensional type

2.15 Tenant Optional Sign Examples



Awning signs



Wall-mounted plaques



Externally illuminated faux-painted sign panel



Wall-mounted plaques



Applied window graphics

2.16 Prohibited Signs

The following sign types and finishes shall be prohibited at The Orchard Westminster:

- Illuminated sign boxes.
- Signs with tag lines, slogans, phone numbers, service description, or advertising.
- Monument style signage.
- Temporary signage.
- Signs located on the rear elevation. (except those signs required for delivery)
- Internally illuminated canopies.
- Signs with exposed raceways, conduit, junction boxes, transformers visible lamps, tubing, or neon crossovers of any type.
- Rotating, animated and flashing signs.
- Pole signs and other signs with exposed structural supports not intended as a design element except for code-required signs.
- Pennants, banners, or flags identifying individual tenants.
- A-frame sandwich boards.
- Signs attached, painted on, or otherwise affixed to trees, other living vegetation, landscaping or natural materials.
- Any sign designed to be moved from place to place.
- Signs attached, painted or otherwise affixed to awnings, tents or umbrellas, however, such signs may be permitted in conjunction with special design review by the Landlord.
- Balloons and inflatable signs.
- Any signs including freestanding signs advertising the availability of employment opportunities.
- Signs which emit sound, odor or visible matter or which bear or contain statements, words or pictures of an obscene, pornographic or immoral character.
- Fluorescent or reflective sign colors.
- Simulated materials, i.e. wood grained plastic laminate, wall covering, paper, cardboard or foam.
- Roof top signs.
- Signs made with plastic, plexiglas, lexan, or acrylic, translucent or opaque. Clear faces are only allowed if used to protect neon and required by code.
- Back plates behind signage are typically prohibited, but maybe consider on a case by case basis. Not to exceed 20% larger than overall max sign dimension.

2.17 Formula for Determining Sign Areas

Copy area shall be computed by surrounding each graphic element with an oval, circle, rectangle or triangle calculating the area contained within the shape, and then computing the sum of the areas. Elements such as swashes, simple lines, back plates or other decorative touches must be included within limits of the geometric shape shall be included as part of the copy area.

Letter height shall be determined by measuring the most consistent element of a tenant's identity, inclusive of swashes, ascenders and descenders.

THE ORCHARD AT WESTMINSTER
TENANT SIGNAGE SIZE MATRIX

SIGN TYPE	Entertainment Zone	Main Street Zone	Town Square Zone	Freestanding Zone
Fascia Signs				
Sign Letter Max Height	32"	24"	24"	30"
Sign Logo Max Height	36"	28"	28"	34"
Max Sign Height, if letters stacked	48"	36"	36"	40"
Backer plate Max Sq ft.	30% larger overall max	20% larger overall max	20% larger overall max	30% larger overall max
Blade Signs	10 sq ft	8 sq ft	8 sq ft	8 sq ft
Vertical Marquee Signs	40 sq ft	20 sq ft	20 sq ft	Not allowed
Canopy Signs				
Sign Letter Max Height (stacking letters not allowed)	12"	8"	8"	12"
Wall Mounted Plaques	4 sq ft	3 sq ft	3 sq ft	3 sq ft
Window Graphics				
Sign Letter & Logo Max Height	6"	4"	4"	6"
Awning Signs				
Sign Letter Max Height	8"	6"	6"	6"
Operational Signs	6 sq ft total	6 sq ft total	6 sq ft total	6 sq ft total
Inlaid Entry Vestibule Floor Signs**	20 sq ft	20 sq ft	20 sq ft	20 sq ft
Max. Sign Area Calculation (Sign Area / Linear Store Front)	2 sq ft / 1 linear ft	1.5 sq ft / 1 linear ft	1.0 sq ft / 1 linear ft	2.0 sq ft / 1 linear ft

**Excluded from area calculation formula

2.18 General Signage Design Guidelines

Design Objective

- The primary objective of the sign design criteria is to generate high quality, creative tenant signage. Tenants are encouraged to combine a variety of materials, lighting methods, colors, typestyles, and graphic elements for unique storefront signage at The Orchard Westminster.
- Signs may be located above or adjacent to entries or storefronts only; exceptions will be considered for corner tenants.
- All sign concepts are to be generated from “camera-ready” logo artwork prepared by a professional graphic designer, and submitted to the Landlord for approval prior to concept development of any sign.
- Signs that incorporate creative logos or graphic elements along with the business identity are encouraged.
- Store name to consist of “Trade Name” only. Tag lines, bylines, merchandise or service descriptions are not allowed.
- Signs, copy and graphic elements shall fit comfortably into sign area, leaving sufficient margins and negative space on all sides. Wall signs shall appear balanced and in scale within the context of the sign space and the building as a whole. Thickness, height, and color of sign lettering shall be visually balanced and in proportion to other signs on the building. In all cases, the copy area shall not be larger than 2/3 of the available display areas, and, shall maintain a margin at least 6” from any edge of the sign face area.
- Dimensional letters and plaques shall be affixed without visible means of attachment, unless attachments make an intentional design statement and are approved by the Landlord.
- Any special conditions or deviations from the guidelines in the sign criteria are to be approved in writing after submittal to the Landlord.

Typestyles

Tenants may adapt established typestyles, logos and/or images that are in use on similar buildings operated by them, provided that said images are architecturally compatible and approved by the Landlord. Type may be arranged in multiple lines of copy and may consist of upper and/or lower case letters.

Lighting

The use of creative signage lighting is expected and encouraged with the following criteria:

- Where signs are internally illuminated, light-transmitting surfaces shall be non-gloss, matte materials.
- Only letters and logos shall transmit light while the back plate or background remains solid opaque. No illuminated backgrounds or boxes are allowed.
- Lighting for all tenant signs shall be turned off after closing or reduced between the hours will be determined by Landlord.
- Exposed fixtures, shades, or other elements are to contribute to the design of the sign
- All exposed or skeletal neon must be backed with an opaque coating, and be approved in writing by the Landlord. All housings and posts for exposed neon signs must be painted out to match the sign background immediately behind.
- Exposed raceways (unless design elements), conduit, junction boxes, transformers, lamps, tubing, or neon crossovers of any type are prohibited.

Colors

- The color of the letter face and letter return shall be the same, no multi-colored letters allowed.
- Color of letter face and returns are to contrast with building colors for good daytime readability.
- The interior of open channel letters is to be painted dark when against light backgrounds.
- All sign colors are subject to review and approval by the Landlord as part of the tenant signage submittal.

Materials

Acceptable sign material treatments are:

- Dimensional geometric shapes coated or burnished for variety in color and texture
- Painted metal
- Screens, grids, or mesh
- Etched or brushed metal
- Cut, abraded, or fabricated steel or aluminum
- Dimensional letter forms with seamless edge treatments
- Glass

The following materials are prohibited:

- Fluorescent or reflective materials such as polished mirror
- Simulated materials, i.e. wood-grained plastic laminate and wall covering
- Sintra or cardboard
- Colored plastics or acrylics
- Trim cap retainers

2.19 Construction Requirements

General

- All signs shall be designed, installed, illuminated, located, and maintained in accordance with the provisions set forth in these regulation and all other applicable codes and ordinances.
- All signs must meet all standards set forth by the The Orchard Town Center Sign Criteria and must be approved by the Landlord before permit submittal.
- The Landlord does not accept the responsibility of checking for compliance with any codes having jurisdiction over The Orchard Town Center nor for the safety of any sign, but only for aesthetic compliance with this sign criteria and its intent.

Fabrication Requirements

- All sign fabrication work shall be of excellent quality and identical of Class A workmanship. All logo images and typestyles shall be accurately reproduced. Lettering that approximates typestyles shall not be acceptable. The Landlord reserves the right to reject any fabrication work deemed to be below standard.
- Signs must be made of durable rust-inhibiting materials that are appropriate and complementary to the design of The Orchard Town Center.
- All formed metal, such as letter forms, shall be fabricated using full-weld construction with all joints ground smooth.
- All ferrous and non-ferrous metals shall be separated with non-conductive gaskets to prevent electrolysis. In addition to gaskets, stainless steel fasteners shall be used to secure ferrous to non-ferrous metals.
- Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from background panel and must be finished to blend with the adjacent surface. Angle clips will not be permitted.
- Paint colors and finishes must be reviewed and approved by the Landlord. Color coatings shall exactly match the colors specified on the approved plans.
- Surfaces with color mixes and hues prone to fading (e.g., pastels, complex mixtures, intense reds, yellows and purples) shall be coated with ultraviolet-inhibiting clear coat in a matte or semi-gloss finish.
- Joining of materials (e.g., seams) shall be finished in such a way as to be unnoticeable. Visible welds shall be continuous and ground smooth. Rivets, screws, and other fasteners that extend to visible surfaces shall be flush, filled, and finished so as to be unnoticeable.
- Finished surfaces of metal shall be free from canning and warping. All sign finishes shall be free of dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standards of the industry.

- All lighting must match the exact specifications of the approved working drawings.
- Surface brightness of all illuminated materials shall be consistent in all letters and components of the sign. Light leaks will not be permitted.
- All conduit, raceways, crossovers, wiring, ballast boxes, transformers, switches, and other equipment necessary for sign connection shall be concealed. All bolts, fastenings and clips shall consist of enameling iron with porcelain enamel finish; stainless steel, anodized aluminum, brass or bronze; or carbon-bearing steel with painted finish. No black iron material will be allowed.
- Underwriter's Laboratory-approved labels shall be affixed to all electrical fixtures. Fabrication and installation of electrical signs shall comply with UBC, NEC, and local building and electrical codes.
- Penetrations into building walls, where required, shall be made waterproof by the tenant's sign contractor.
- Location of all openings for conduit sleeves and support in sign panels and building walls shall be indicated by the sign contractor on the above shop drawings submitted to the Landlord. Sign contractor shall install same in accordance with the approved drawings.
- In no case shall any manufacturer's label be visible from the street or from normal viewing angles.
- Signs illuminated with neon shall use 30 m.a. transformers. The ballast for fluorescent lighting shall be 430 m.a. Fluorescent lamps will be single pin (slimline) with 12" center to center lamp separation maximum.

2.20 Approvals of Tenant Signage

Artwork Submittals

- All sign concepts are to be generated from "camera-ready" logo artwork prepared by a professional graphic designer, and submitted to the Landlord for approval prior to development of any signage.

Concept Drawing Submittal

- Prior to shop drawings and sign fabrication, tenant shall submit for Landlord approval three sets of Concept drawings reflecting the design of all sign types.
- Sign concept drawings are to be submitted concurrently with storefront design and awning design. Partial submittals will not be accepted.

Shop Drawing Submittal

Upon approval of concept plans in writing from Landlord, three complete sets of shop drawings are to be submitted for Landlord approval, including:

- Fully-dimensioned and scaled shop drawings specifying exact dimensions, copy layout, typestyles, materials, colors, means of attachment, electrical specifications, and all other details of construction.
- Elevations of storefront showing design, location, size and layout of sign drawn to scale indicating dimensions, attachment devices and construction detail.
- Sample board showing colors and materials including building fascia, letter faces, returns, and other details as requested by the Landlord.
- Section through letter and/or sign panel showing the dimensioned projection of the face of the letter and/or sign panel and the illumination.
- Cut-sheets of any external light fixtures.
- Full-size line diagram of letters and logo may be requested for approval if deemed necessary by the Landlord.

All Tenant sign shop drawing submittals shall be reviewed by the Landlord for conformance with the sign criteria and with the concept design as approved by the Landlord.

After receipt of Tenant's shop drawings, Landlord shall either approve the submittal contingent upon any required modifications or disapprove Tenant's sign submittal, which approval or disapproval shall remain the sole right and discretion of the Landlord. The Tenant must continue to resubmit revised plans until approval is obtained. A full set of final shop drawings must be approved and stamped by the Landlord prior to permit application or sign fabrication.

Requests to establish signs that vary from the provisions of this sign criteria shall be submitted to the Landlord for approval. The Landlord may approve signs that depart from the specific provisions and constraints of this Sign Plan in order to:

- Encourage exceptional sign design and creativity.
- Accommodate imaginative, unique, and otherwise tasteful signage that is deemed to be within the spirit and intent of the sign criteria.

Following Landlord's approval of sign shop drawings, Tenant or his agent shall submit to the City of Westminster sign plans signed by the Landlord and applications for all permits for fabrication and installation by Sign Contractor. Tenant shall furnish the Landlord with a copy of said permits prior to installation of Tenant's sign.

Signs shall be inspected upon installation to assure conformance. Any work unacceptable shall be corrected or modified at the Tenant's expense as required by the Landlord.

Store Interiors

3.1 Introduction

Tenants are encouraged to produce high quality, well-detailed and well-executed interior solutions that are unique, imaginative, and stylized. Tenant interiors and storefront designs should reflect the same vocabulary of design forms and material to strengthen their relationship and mutual impact. The Tenant's store interior shall be designed with the same creativity and care given to the storefront, by an architect, professional store planner, visual merchandiser and/or fixturing specialist. Tenants needing such professional assistance may contact the Landlord for referrals.

3.2 Layout, Fixturing and Merchandising

The layout and fixturing of the premises shall complement the overall design of the store and its merchandise. The design and layout of the premises shall comply fully with the Americans with Disabilities Act. The Tenant shall use only new, first quality fixturing and equipment throughout the premises; used or reconditioned fixtures or equipment is prohibited.

3.3 Display Zone

The Display Zone is the area at the front of the Tenant's lease space that extends from the point of closure to all points 4'-0" into the Tenant space. The Display Zone encompasses all display windows, retail graphics, display fixtures, signs, lighting, materials, finishes and colors in the storefront presentation of the premises and is controlled at the discretion and approval of the Landlord. The Display Zone should strongly convey the store's merchandise identity, generate visual interest and activity and convey allure and excitement to the customer.

All ceilings within the Display Zone must be as high as the top of the existing storefront opening, with appropriate transitions provided to lower ceilings within the main Sales Area.

All Display Zone fixtures shall be professional quality and industry standard. Antique, innovative and unique fixtures are encouraged. Walls or partitions may be situated within the Display Zone with prior Landlord approval. Pegboard, slat-wall and metal shelving are prohibited in the Display Zone.

Security devices shall be concealed. Freestanding pedestals or jamb-mounted devices are prohibited.

3.4 Floor Slabs

Tenants shall furnish any concrete floor slabs omitted by the Landlord. Slab-on-grade food service Tenants shall furnish and install all concrete floor slabs including stone sub-base and vapor barrier to Landlord standards. Tenants may be required to provide compaction test results as required by local jurisdiction. Tenants installing utilities in any Landlord floor slab shall carefully sawcut and channel the slab as needed. After utility lines are installed and inspected, the Tenant shall provide concrete floor slab including all components to Landlord standards. All slab modifications for infill or penetration shall be repaired by approved Landlord methods to meet or exceed the original slab design characteristics.

3.5 Demising Walls

The Landlord shall provide a demising wall between neighboring Tenants' premises from the floor slab to the underside of structure above, typically consisting of 6" 20-gauge steel stud construction on 24" centers without drywall or as otherwise shown on Landlord drawings. The Tenant's side of the demising wall shall be covered by 5/8" fire-rated drywall, fire-taped from the floor slab to the underside of structure above, with all voids filled and all penetrations sealed, by the Tenant at the Tenant's expense. The Landlord shall provide a demising wall at service/exit corridors or other Landlord common facilities, excluding at exterior walls, from the floor slab to the underside of structure above, consisting of 6" 20-gauge steel stud construction on 24" centers, with 5/8" fire-rated drywall on the Landlord or common area side of the wall only. The Tenant shall provide 5/8" fire-rated drywall on the Tenant's side of such walls, at the Tenant's expense, if not already existing. Structural columns or cross-bracing in demising walls shall be covered by 5/8" fire-rated drywall as part of the demising wall, and shall be sealed to the underside of structure above in the same manner as demising walls.

Tenants with operations which generate moderate or high sound levels shall provide sound insulation against sound transmission, to assure adjacent tenants of the quiet enjoyment of their spaces. Tenants attaching shelf standards or other heavy attachments to demising walls shall reinforce the wall by providing additional steel studs, adequate blocking, or independent supports. The Tenant shall not attach any components, such as shelving, equipment, etc. directly to exterior metal stud or masonry walls without providing adequate furring or stud separation, and maintaining any existing expansion joints. The furring or stud separation must be adequate to allow for support of the attached components. Attachment to Department store walls is prohibited.

3.6 Service/Exit Door

All Tenants served by an interior service/exit corridor shall provide, at the Tenant's expense, a standard 3'-0" x 7'-0" hollow metal fire-rated service/exit door and frame, including hinges with non-removable pins, a door closer, smoke seal, door viewer and a lockset with removable construction core cylinder, if not already existing. Such Tenants shall also, at the Tenant's expense, demolish any existing demising wall as required and construct a recessed service entrance alcove including fire-rated gypsum board walls and ceiling, with ceiling no higher than 9'-0" above finished floor level, with sprinkler head, all complying with the ADA and local code. The alcove shall have corner guards and shall be finished to match the Landlord's corridor.

For all Tenants served through an exterior building wall, the Landlord shall furnish and install a standard 3'-0" x 7'-0" hollow metal fire-rated service/exit door and frame, including hinges with non-removable pins, a door closer, weather-stripping, sealant, threshold, door viewer and a construction lockset with removable core cylinder if not existing. If the Tenant requires the existing door to be relocated, all work shall be by the Tenant at the Tenant's expense.

The Tenant shall paint the outside face of the service door and frame to match the Landlord selected color. The Landlord shall affix standard Tenant identification. The Tenant shall furnish any additional hardware that may be required by code or the Tenant. The Landlord recommends the Tenant install an audible security device. The Tenant shall be responsible for the repair and maintenance of the service/exit door from the time the Tenant's contractor takes possession of the premises. The Landlord recommends that the Tenant re-key the lock at the completion of construction.

3.7 Non-Combustible Materials

Non-combustible materials shall be provided throughout the Tenant's premises, including in storefronts, except where treated, fire-resistive materials are permitted as approved by local authorities. Samples of all finishes shall be included in the Tenant's preliminary submittal to the Landlord for approval.

3.8 Floor Finishes

The Tenant shall install floor covering throughout all public areas of the premises. Any slab depressions or cracks in the floor slabs of the premises shall be properly filled and leveled prior to the installation of flooring. The floor finishes of the premises shall be flush and level with common area paving finishes. The Tenant shall provide any feathering and proper transition strips necessary. The Tenant shall also provide proper transition strips wherever two dissimilar floorings meet, such as carpet/wood and carpet/tile. Zinc terrazzo type transition strips are recommended. Vinyl/metal reducer transition strips are not permitted.

Exposed concrete floors shall be sealed. At a minimum, stockrooms and non-public areas shall have a sealed concrete floor with 4" base. Wood floors shall be hardwood with wear-resistant surfaces. Flooring of stone, quarry or ceramic tile shall be commercial grade with non-slop surfaces. Carpet shall be commercial grade with proper fire ratings to meet all local codes and regulations. All carpet shall be of suitable color, quality, weave, weight and backing for high traffic areas. Vinyl composition tile is not permitted in the sales area or anywhere visible to the public. Vinyl composition tile to be used in stock rooms or restrooms must be minimum 3/32" thickness and be manufactured to meet all local codes and regulations.

Where a building expansion joint crosses a Tenant space, the Tenant's flooring and wall systems shall be detailed to allow movement along the expansion joint with minimal disruption of finishes. The Tenant shall provide a proper expansion joint system and shall maintain access to all in-floor clean-outs.

3.9 Wall Finishes

Interior walls shall be finished in an appropriate manner, of such finishes as drywall with primer plus two coats of paint, wallcovering, wood veneer, mirror, plastic laminates, finish masonry or metals. Pegboard is prohibited. Toilet room walls shall be constructed with water-resistant drywall with a minimum 4'-0" high non-permeable wainscot finish.

3.10 Ceilings

Ceilings are not required in the Tenant's premises. The Tenant may have either no ceiling with areas above a certain point painted out, or one of the following permitted ceiling types:

- Open cell metal grid
- Gypsum board ceiling
- Acoustical 24" x 24" tile lay-in ceiling
- Acoustical 24" x 48" tile lay-in ceiling only in areas not visible to the public

Ceilings in the Display Zone shall be drywall or a continuation of the storefront finish. All ceilings within the Sales Area shall be a minimum of 10'-0" height above finish floor level. Modification of any Landlord building facility to allow higher ceilings is subject to the Landlord's prior approval and requires that the Tenant contract directly with the Landlord's designated contractor, and that the Tenant pay for any redesign or engineering by the Landlord's engineers.

Wall-to-wall suspended ceilings are prohibited. All suspended ceilings shall incorporate a drywall perimeter and shall be terminated by a finished edge, of either a turned-up soffit, cove lighting detail or other similar condition.

All ceilings, related framing, blocking and accessories shall be non-combustible. The Tenant shall provide access to all Tenant and Landlord systems and controls within the premises, including direct access to any fire sprinkler valve, by means of accessible ceiling tile or flush access panels. Where a building expansion joint crosses the Tenant's premises, the Tenant's ceiling shall be detailed to allow movement along the expansion joint for gypsum board ceilings or at the nearest penetrating wall for acoustical ceilings. Areas above ceilings may be used as Tenant plenums.

3.11 Lighting

Storefront and Display Zone lighting shall be recessed, concealed, or have appropriate shields or cutoff to keep glare from the public view, and to prevent excessive spillage to the exterior or into common areas. Recessed incandescent downlights are recommended for storefront and Display Zone lighting. Surface mounted lighting of appropriate types may be used if shown to be integral to the design of the premises and approved in advance by the Landlord. The use of other decorative lighting, such as neon, pendant fixtures, industrial-style lights, exposed wall-mounted fixtures etc., is permitted only with the prior approval of all locations and fixture cuts by the Landlord. Strobes, spinners, changeable, animated and chase-type lighting are prohibited.

All Sales Area lighting shall be glare free. Fixtures and lamps shall be recessed, adjustable, and/or have appropriate shields or cutoff to keep glare from the public view. Shielded or concealed fluorescent lamps shall be used minimally for general or ambient lighting. Strip fluorescent lighting is prohibited. Light fixture shielding shall be metal parabolic, plaster paracube or parawedge types. Acrylic lenses are prohibited where visible to the public. Ceiling lighting should not be the sole or primary source of lighting. Low-voltage recessed or surface-mounted track lighting is recommended for high impact focused lighting of merchandise. Showcases and display fixtures shall be adequately illuminated and ventilated.

Additional light sources, such as indirect cove lighting, wall sconces, illuminated merchandise or display cases, table and floor lamps, wall-wash and uplight fixtures, are strongly encouraged. Task and accent lighting shall be located where needed and appropriately focused so as not to create glare or wash-out of larger areas. The overall lighting effect should be precise and theatrical, as opposed to blandly uniform.

No lighting or electrical component shall contain any material classified as hazardous or not in full compliance with all local codes and regulations.

3.12 Landlord's Building Components

Under no circumstances shall the Tenant's contractor cut or modify any Landlord's structural members, expansion joints, cross-bracing, columns, beams or bridging, nor disturb the Landlord's fireproofing material, without prior written approval from the Landlord. All required modifications shall be designed by a structural engineer licensed in the State of Colorado. The Tenant shall coordinate any modifications directly with the Landlord's building engineers, at the Tenant's expense. The Landlord reserves both the right to refuse to permit the installation of any roof- or wall-mounted equipment that exceeds the capacity of the structural system, and the right to require screening or refinishing, as the Landlord may deem necessary.

The Tenant shall not modify, attach to or hang any loads from the Landlord's duct work, water lines, sprinkler lines, conduit, bridging or metal deck. All attachments shall extend to the top chord/flange of the structure.

Modifications that may be required to Landlord facilities to allow the Tenant's design shall be approved in advance by the Landlord, and any redesign and reconstruction shall be by the Landlord's appropriate designated engineer(s) and contractor, at the Tenant's expense. Any damage by the Tenant to the Landlord's insulation or fireproofing shall be promptly repaired to the Landlord's standard by the Tenant.

3.13 Mezzanines

The Tenant may construct a mezzanine or storage platform only with prior written approval from the Landlord and the Building Department. Mezzanines may occur only on the Lower or Ground Level; they are prohibited on the Upper Level. Mezzanine support and framing shall be completely independent of the base building structure and demising partitions, and shall be designed by a structural engineer licensed in the State of Colorado. Modifications to the Landlord's base building systems or additional ventilation, air conditioning; plumbing, electrical or sprinkler systems shall be approved in advance by, and coordinated with, the Landlord, Landlord's Architect and Engineer, all by the Tenant at the Tenant's expense.

3.14 Storage Facilities

A separate room, cabinet or area shall be provided for any storage of cleaning equipment and supplies. Storage is prohibited within 24" of any ceiling and within 18" of any sprinkler deflector. Tenants shall limit the amount of hazardous or flammable chemicals stored on-site to only that needed for immediate use. All chemicals shall be stored in approved containers, as determined by the Landlord and local jurisdictional authorities. All construction associated with chemical storage areas shall comply with local building code requirements. No smoking or open flames are permitted within the premises of Tenants storing flammable chemicals.

3.15 Plumbing Service

The Tenant shall install complete plumbing facilities, including toilet room(s) with tank type toilet(s), floor drain(s), trap primers, tank or instant electric water heater, drainage and venting complying with all codes and the ADA. Tenants in Buildings F, H, I & U will be required to provide pressure assist toilets. The Landlord requires that each Tenant to provide at least one employee toilet facility accessible to the handicapped. Separate toilet rooms for each gender may be required by code.

The Landlord shall provide a valved water line stubout to within the premises and a 4" underslab sanitary sewer line Y-connection within the designated plumbing slab blockout. Landlord shall also provide a combination plumbing vent and exhaust curb on roof. In the event there is a second level above Tenant's premises, the Landlord shall also provide an overhead sanitary vent stub-out. The Tenant shall provide all piping, including vent line and accessible sanitary sewer clean-outs necessary for connection to Landlord-provided stub-outs or Landlord provided plumbing vent curb. Underground water lines shall be 'no-joint' or brazed joint of Type K copper pipe, and above-ground lines shall be Type L copper pipe with silver soldered (lead-free) connections. All sanitary pipe and vent lines shall be pursuant to code. PVC piping is prohibited in plenum areas. All hot and cold water lines shall be insulated. Expansion capabilities shall be provided at all areas where piping crosses building expansion joints.

All tank water heaters shall be set in galvanized metal drain pans, and shall have pressure temperature relief valves discharging into floor drain/sink. Water heaters shall be readily accessible. Tenants shall provide access with adequate ceiling hatch, platform, GFCI receptacle and light for all water heaters located above the ceiling. Water heaters shall be electric.

Tenants shall furnish and install a Landlord specified water sub-meter system in an accessible area, within the premises, mounted no higher than 5'-0" above finished floor level. Meter system shall be furnished by the Landlord, at Tenant expense, and installed by the Tenant's contractor.

3.16 Gas Service

Gas service shall be permitted only for roof top Tenant HVAC units and Food Service Tenant cooking.

Landlord shall furnish and install appropriately-sized capped gas lines to the roof as indicated and detailed on Landlord's construction documents.

Tenant shall contact the local gas company as indicated in Section 1 to arrange for any desired service and installation of regulator and meter.

Tenant shall furnish and install all gas service piping from the Landlord's termination point and make final connection to the Tenant's equipment at Tenant's expense. Tenant must coordinate routing with Landlord's designated route and with Landlord's representative.

Gas service piping within the Landlord's buildings shall be limited to low pressure, properly sleeved and vented to the exterior. Tenant shall provide an accessible main gas shut-off for the premises at the service entry point and shut-offs at all gas equipment.

Tenant shall paint all exterior gas piping in accordance with Landlord and/or gas company specifications.

3.17 Electrical Service

Electrical service is 277/480 volt, 3 phase, 4 wire, and is available at a metering switchboard located in designated electric rooms for Buildings A, B, C and D only, and a main busway for all other buildings. Provisions for a 200 amp service for each Tenant will be typical depending on the size of the Tenant space and the limits of the Landlord's equipment.

The Center's electrical capacity is based on:

- Retail spaces: 20 watts per square foot of leased premises
- Restaurant spaces: 50 watts per square foot of leased premises

An empty 2" conduit (minimum) with pull string will be provided by the Landlord to a point within the premises, if not existing. Modifications to the size of the electrical service and/or conduit shall be the Tenant's responsibility, provided they are approved in advance by the Landlord and do not exceed the available capacity of Landlord service or space within the electric room. Final connections to the Landlord service equipment shall be by the Tenant's Electrical Contractor, at the Tenant's expense.

The Tenant shall contact the local power company listed in Section 1 to arrange for permanent service and installation of a meter in the metering switchboard.

The Tenant shall furnish and install all electrical facilities for the premises from the Landlord's service equipment, including, but not necessarily limited to:

- A main disconnect switch in the Tenant's space sized to provide 125% over-current protection of the Tenant's stated cumulative load
- Distribution and/or branch circuit panels with bolt-on circuit breakers
- Dry type transformer for voltages other than 277/480V
- All feed and branch circuit wiring from the Landlord's service equipment
- Fuses in Tenant's disconnect switch in Landlord's multi-metering switchboard (Buildings A, B, C and D only)

Tenant's service from a Landlord provided busway shall furnish and install the following additional electrical facilities:

- A fused bus plug connected to the Landlord's busway.
- A utility C/T cabinet sized appropriately for the Tenant's service needs.
- Conduit and wire from the bus plug to the C/T cabinet and from the C/T cabinet to the Landlord provided conduit.

The Tenant's entire electrical system shall conform to the requirements of the local jurisdictional authorities, the National Electrical Code, the local utility company, and the Landlord's insurance carrier. All electric equipment shall be U.L. labeled. The Tenant's electrical system shall be grounded to the steel structure in accordance with the National Electric Code.

All wire shall be insulated copper, installed in metallic conduit, or MC Cable run parallel and perpendicular to the structure. MC Cable may be used only in concealed locations and must be properly supported. Flexible conduit may be used only for final connections, at a maximum length of 6'-0". Aluminum wire and AC (BX) cable are not permitted.

All sign, logo, graphic, display, show window and exterior lighting must be controlled by an automatic time clock or lighting control panel. The Tenant must provide electrically illuminated exit signs and emergency lighting from battery packs with chargers to provide illumination as required by code. Night lighting shall be provided to allow low level illumination throughout the space after hours. Engraved nameplates with appropriate information shall be installed on all panels, transformers, disconnect switches etc. Each circuit breaker panel must contain a listing of all breakers, clearly typed and permanently attached inside the door of the breaker box. Tenants having a service/exit door shall install an electric buzzer system.

The Tenant shall provide conduit and electric service from its panel to all HVAC and exhaust equipment, where applicable and make all final connections. Tenants shall provide a waterproof GFCI receptacle and a switched waterproof light fixture mounted on all roof-top equipment. Tenant shall provide access with adequate ceiling hatch, platform, GFCI receptacle and light for all transformers or other electrical equipment located above the ceiling.

No apparatus (including light fixtures, satellite dishes, antennae, signs etc.), shall be affixed to the exterior walls or roof of the Landlord's building without prior Landlord and local authorities' approval. All satellite dishes and antennae must be permanently attached to Landlord structure per Landlord's standard details. Ballasted roof top installations are not permitted.

3.18 Telephone Service

An empty 1" (minimum) conduit with pull string shall be provided by the Landlord from the Landlord's telephone distribution backboard to a point within the premises, if not existing. The Tenant shall contact the local phone company listed in Section 1 to arrange for any desired telephone service and installation. The Tenant is responsible for arranging with the phone company or other qualified contractor to provide wiring from the Tenant space to the telephone distribution board.

3.19 Cable Service

Cable service will not be available.

3.20 Heating, Ventilating and Air Conditioning (HVAC) Systems

The Tenant shall provide a complete rooftop HVAC system. Outside air shall be provided through the Tenant's rooftop unit. The Tenant's rooftop HVAC unit(s) shall be located in designated structural bays of the roof. The placement of units in these designated bays shall follow the criteria on the Landlord's base building structural drawings. Duct openings shall fit between beam and joist spaces. The Tenant shall use only the designated contractor approved by the Landlord for the Tenant's roof work.

In the event there is a second level above the Tenant premises, the Tenant shall provide an electric heat pump split HVAC system for their space consisting of roof-mounted, air cooled condensing unit(s) with air handling unit(s) within their space. The Tenant shall connect to the Landlord-provided untempered outside air duct stub-out and shall extend the duct to the ceiling return air plenum or directly to the mixing box at the Tenant's unit, pursuant to code. The Landlord shall provide Tenant with untempered outside air at quantities equal to 0.3 cfm/sf. Economizer cycle air is not available, possibly limiting HVAC units to no larger than 7.5 tons, with air flows no larger than 3,000 cfm, requiring the use of multiple units. The Tenant shall provide power, control wiring and refrigerant piping through the Landlord-provided utility sleeve to the roof mounted equipment and make final connections. The Tenant shall provide a condensate line with cleanouts every 50'-0" from the above-ceiling air handling unit to a floor drain within the premises.

Tenant roof top equipment shall be located within the Landlord's designated equipment bays as delineated on the Landlord's Base Building Drawings. The Tenant is responsible for any costs associated with modifying the structural system to accommodate equipment located outside of the roof top equipment bays. All Tenant roof top equipment must be completely screened by the parapet walls from all adjacent perimeter roads. The Tenant may be required to install rooftop equipment screens as required by the Landlord or local jurisdiction.

The Tenant shall be responsible for providing control wiring and conduit to the thermostat, as well as adequate electrical service to the unit, including final connection and disconnect, which shall be located on the unit. The Tenant shall be responsible for the expense of the initial installation of any roof curb(s) and utility curb. The Tenant shall professionally label all rooftop equipment with the Tenant store name and lease space number.

All Tenants shall be responsible for providing their own low pressure ductwork distribution system and terminal devices, including roof penetrations and connection to unit as required. The low pressure air distribution system shall include rectangular or spiral rigid sheet metal ductwork connected to grilles and registers as required to adequately cover the premises. Fiberglass ductwork is not permitted. Flexible ducts may be used for drops only and may not exceed 5'-0" in length. All ductwork shall conform to the latest edition of SMACNA standards and recommendations. All supply and outside air ductwork shall be insulated in accordance with applicable codes, but with no less than a minimum of 1" thick internal duct liner or 1.5" thick external fiberglass duct wrap.

The area above the ceiling may be used as the Tenant return air plenum. Any exposure of this plenum may require the Tenant to provide ductwork, other equipment or system components to maintain any affected Landlord or Tenant system. The Tenant shall be responsible for providing burglar bars or security mesh below any HVAC rooftop unit to prevent entry to the premises from the roof. The Tenant shall not modify, attach to or hang any loads from the Landlord's duct work, water lines, sprinkler lines, conduit, bridging or metal deck. All attachments shall extend to the top chord/flange of the structure.

Air balancing of the Tenant's HVAC distribution systems, as well as any exhaust or make-up air systems is the responsibility of the Tenant. The Tenant shall furnish the Landlord's on-site representative with a copy of a certified air balancing report prepared by an independent AABC or NEBB certified air balancing contractor. The Tenant's HVAC system shall maintain make-up air at 90% of the exhaust/distribution quantity in relation to common areas.

Condensate line must be copper, properly supported, and routed to the designated roof drain, or other approved location, as instructed by Landlord's representative.

All heating, ventilating and air conditioning systems shall be based on the applicable ASHRAE design criteria for Westminster, CO. When submitting their drawings, Tenants must also submit ComCheck energy calculations to show that their space conforms to the energy code.

The following architectural information should be published such that all Tenants will be using the same criteria when performing their energy calculations:

- U-Value of the glass
- R-Value of interior walls
- Interior/exterior wall types
- Interior wall heights
- Roof construction type with R-Value
- Door types
- Floor type

It shall be stated that the MEP design for Tenant infill must comply with the latest codes and standards of the City of Westminster.

3.21 Exhaust System

The Landlord shall furnish and install a combination toilet exhaust/plumbing vent curb at the Tenant's expense. Tenant shall furnish and install a ceiling-mounted toilet room exhaust fan, with back-draft damper and associated ductwork, connected to the Landlord supplied toilet exhaust curb. The exhaust fan shall be wired to operate whenever the toilet room light switch is on.

In the event there is a second level above the Tenant's premises, the Tenant shall connect to the Landlord-provided toilet exhaust duct stub.

Enclosed illuminated show windows shall be ventilated by means of positive air supply or exhaust, discharged into the ceiling plenum and directed away from any return air openings.

Tenants having special exhaust requirements, whether due to odor, moisture or high heat, shall provide separate exhaust and make-up air facilities. Any odor deemed unacceptable by the Landlord shall be exhausted by means of centrifugal blowers within the premises, ducted through Tenant-provided shafts through the roof. Tenants shall be required to exhaust air at the minimum rate necessary, with make-up air at 90% of exhaust quantity, to prevent migration of odors, moisture or heat to other premises or common areas. No exhaust or sanitary vent shall be located within 10'-0" of any supply or air intake. The Tenant shall coordinate vent locations with existing roof-top equipment of adjacent Tenants and the Landlord. Locations of exhaust and sanitary vents are subject to the Landlord's review and approval. No openings for fans, vents, louvers, grilles or other devices shall be installed in any demising partition, exterior wall or roof without the Landlord's written approval.

Access to the Landlord's roof for any roof penetrations is restricted to the Landlord's personnel and the Landlord's designated contractors only. No Tenant contractor or subcontractor shall be permitted on the roof without prior approval of the Landlord's representative. The installation of any flashing for any equipment or related components shall be contracted directly with the Landlord's designated roofing contractor, at the Tenant's expense.

3.22 Fire Protection Sprinkler System

The Landlord shall provide a fire protection sprinkler main trunk line with a capped stub-out at the Tenant's premises. The Landlord shall also provide an electronically supervised valve, at the Tenant's expense if required and/or permitted by local jurisdiction. The Tenant shall be responsible to relocate the existing valve and supervisory system to an accessible location within 6'-0" A.F.F. The Tenant shall be responsible to design, furnish and install the fire protection sprinkler system, if not existing, including the extension of the main, all branch lines, and any sprinkler heads within the premises. The Tenant shall contract with a licensed, qualified sprinkler contractor for all work, at the Tenant's expense.

Tenant sprinkler systems shall be designed and installed in accordance with G.E. Global recommendation, 1996 NFPA13 and local jurisdictional code requirements. All sprinkler system components shall be UL-listed and Factory Mutual approved. The Tenant's fire protection sprinkler system shall meet Ordinary Hazard Group 2 requirements. Tenant sprinkler calculations shall be taken to the connection to the Tenant fire service main if required. Landlord's building sprinkler design drawings shall be available to the Tenant's contractor at the start of construction. Shop drawings shall be submitted to the Landlord's insurance underwriter, G.E. Global for review and approval prior to the start of fire protection sprinkler system construction. See Section 5 for additional information.

All branch line piping shall be black steel schedule 10 or schedule 40. All fittings shall be cast iron. PVC pipe is prohibited. Sprinkler heads in all areas visible to the public shall be concealed or semi-recessed. All sprinkler heads located in an acoustical 2' x 2' ceiling shall be centered in the ceiling tile. Full pendant sprinkler heads are permitted only in stock rooms and non-public areas without ceilings. The painting of concealed sprinkler covers is prohibited unless done by the sprinkler manufacturer and documentation of such is provided to and approved by the Landlord.

3.23 Fire Alarm System

The Landlord will provide the Base Building fire alarm system. The Tenant shall provide within the Tenant's space all required devices, conduit and wire and connect to the Base Building system. The system reprogramming and testing including the final connections to the Base Building system shall be performed by a Landlord-designated fire alarm contractor at Tenant's expense.

The Tenant's system extension to the base building system shall consist of, but not limited to, the following major components:

- duct smoke detectors installed in return air ducts for tenant's HVAC units rated 2001 CFM or higher; a test key switch with a reset button shall be provided, adjacent to the Tenant's electrical panels
- a tamper switch on a shut-off valve and flow switch in the sprinkler line serving the space - SHELL

Food Service Criteria

4.1 Introduction

Tenants with any food handling operations shall comply with all Health Department requirements and this Handbook. Where this section does not specifically address an issue or feature of store design, the appropriate paragraphs in Sections 2 and 3 shall govern. The Tenant shall apply for, and pay all fees to obtain, all Health Department approvals, and shall allow sufficient time within the design and construction processes to do so. The Tenant shall use the services of an Architect, and a professional kitchen planner and/or fixture specialist, in the design and layout of the Tenant's premises.

4.2 General Criteria

Each food service Tenant with on-premises dining shall provide adequate seating within the confines of the premises. Tenants should use a combination of seating types for customer convenience. Where appropriate, Tenants are encouraged to display their cooking operations. In such instances, appropriate finishes and detailing shall be provided. Full screening shall be provided between any dining or front serving area and any non-display kitchen area, to screen public views of back-of-house operations. Swinging doors do not constitute adequate visual screening, but may be used to control noise levels.

Any Tenant without direct access to a service area shall provide a conditioned trash holding facility within their premises. A floor drain with trap primer shall be provided, and all finishes and materials shall meet Health Department requirements. "Mat and Can Wash" areas and cooking oil holding facilities, if required, shall be designated within Tenant's premises.

All Tenant fixturing and equipment shall be new and of first quality, and shall have UL and NSF approvals. Used or reconditioned fixtures and equipment are prohibited.

All food service Tenants shall provide employee toilet rooms. Tenants with on-premise dining may additionally be required to provide toilet facilities for their patrons, pursuant to code.

4.3 Serving Areas

Serving areas shall be designed to take advantage of the full height, depth and width of the premises, and to maximize spatial effects. Serving and waiting areas shall include adequate space for customer queuing.

Serving area surfaces shall be maintenance-free, durable materials such as marble, stone, solid surfacing, metals, glass, glass block, etc. Plastics and plastic laminates are prohibited. Serving counters may incorporate tray slides or tray slide surfaces which must be solid in appearance; tray "rails" are not permitted.

Any sneeze guards shall be integral to the design of counters or cabinetry, and must consist primarily of clear glass with a minimum number of supports.

4.4 Display Windows

Food service Tenants with on-premises dining shall maintain a high level of public visibility from common areas to such dining. Large opaque storefront areas are prohibited. Tenants are encouraged to display their cooking operations, where appropriate. Tenants are also encouraged to provide menu displays at the Lease Line. The use of sandwich boards, portable stands or easels beyond the Lease Line is prohibited.

4.5 Store Closure

Refer to Section 2 for Store Closure criteria.

4.6 Floor Finishes

All food preparation or service floor areas visible to the public shall be quarry or ceramic tile. Non-slip surfaces are limited to traffic areas. Carpeting may be used in dining areas, except for waitress/bussing stations and food or drink service areas. Carpet colors and patterns should be appropriate to the overall design of the premises. Vinyl tile is prohibited.

Food service Tenants above or adjacent to any occupied space shall install Landlord-approved waterproofing material in all wet areas of the premises, and all floor penetrations shall be appropriately waterproofed. Waterproofing membrane installation shall be inspected and approved by Landlord in the field prior to installation of floor finishes and base.

4.7 Wall Finishes

Prefabricated panel materials such as Marlite are not permitted for any surface visible to the public.

Walls behind and adjacent to sinks, dishwashers or other wet equipment or appliances shall be protected by highly water-resistant material from the floor or top of any base to a minimum of 8'-0" above finished floor level. Walls or surfaces adjoining exhaust hoods shall have finish of stainless steel or ceramic tile, from the floor or top of any base to the underside of the exhaust hood.

4.8 Ceilings

Ceilings in Service Areas visible to the public shall be drywall with washable, semi-gloss finish. Refer to sections 2 and 3 for additional ceiling criteria.

4.9 Lighting

Strip fluorescent light fixtures are prohibited in any area visible to the public. All light fixtures shall have shatterproof protective lenses. Refer to Sections 2 and 3 for additional lighting criteria.

4.10 Menu Boards

Menu boards shall be custom-designed in concert with the overall design of the premises. Internally illuminated menu boards are encouraged. Stock pre-made menu boards, lightweight or movable menu boards, those with snap-in letters, and those bearing the advertising or identity of any third party are prohibited. Menu board design and/or shop drawings, including all incorporated photographs of menu offerings, shall be submitted to the Landlord for review and approval prior to fabrication or installation. Displays for daily specials, promotions, etc., may appear only as part of the overall coordinated design of the menu boards approved in advance by the Landlord. Any other such displays are prohibited, as are sandwich boards, chalkboards, placards, posters, banners, table-toppers, etc.

4.11 Exhaust Hoods

When located in the Service Area or visible to the public, exhaust hoods shall be appropriately designed, detailed and finished, in stainless steel, tile, painted drywall, etc. Exhaust hoods shall have appropriate detailing at transitions with ceilings or walls.

4.12 Pass-Through Opening

Any pass-through opening between kitchens and Serving Areas shall be of minimum size to limit visibility of kitchen operations.

4.13 Storage Facilities

Appropriate provisions shall be made within the Tenant's premises for stock and working and refrigerated storage of food, beverages and related products.

A designated area with lockers, apart from food storage, preparation areas and toilets shall be provided for storage of employees' personal belongings. Refer to Section 3 for additional storage criteria.

4.14 Maintenance Area

Food Service Tenants shall provide designated space within their premises for general maintenance and cleaning purposes. This area shall be used for mat wash down, general grease clean-up, and equipment cleaning. A floor drain with trap primer shall be provided in this area and shall be connected to the grease waste line and/or a grease interceptor as required.

All equipment washing and cleaning shall occur within the Tenant's premises. The above type operations shall not be permitted in service corridors or outside in service courts.

4.15 Plumbing Service

If not existing, the Landlord shall provide a 4" below-the-slab grease waste sewer line Y connection, at the Tenant's expense. The Tenant shall provide an adequate number of floor drains or floor sinks, with trap primers, throughout the premises. Floor drains and/or floor sinks are required in all food preparation or kitchen areas.

Separate sinks shall be provided for food preparation, handwashing, dishwashing and janitorial use. Food preparation sinks, three-compartment sinks and dishwashers shall be indirectly drained to a floor sink. Hand sinks shall have permanently mounted single-service soap and towel dispensers. Sinks installed next to walls shall have a metal backsplash at least 8" in height, formed as an integral part of the sink. All sinks shall be provided with hot and cold water through a mixing faucet. Garbage disposals are prohibited.

Food Service Tenants shall furnish and install grease interceptors in accordance with local jurisdictional authorities and the Health Department. Should the Landlord provide the grease interceptor, food service Tenants shall be responsible for the expense (or their pro-rata share) of the grease interceptor and related grease waste lines. Food service Tenants are fully responsible for maintenance and cleaning of their grease interceptor. If common grease interceptor is provided, then Tenant shall be responsible for their pro-rata share of maintaining the grease interceptor. The use of chemicals for dissolving grease is prohibited.

Tenants shall provide condensate lines from equipment where appropriate, not exceeding 15' in overall length, to a floor drain or floor sink within the premises. Refer to Section 3 for additional plumbing criteria.

4.16 Gas Service

Gas valves for equipment located under exhaust hoods shall be interlocked with the hood exhaust fan, so that the gas valve cannot be operated unless the exhaust system is operating.

Refer to Section 3 for additional gas service criteria.

4.17 Electrical Service

Transformers and electrical panels shall not be located in food preparation or storage areas.

Refer to Section 3 for additional electrical service criteria.

4.18 Telephone Service

Refer to Section 3 for telephone service criteria.

4.19 Cable Service

Refer to Section 3 for cable service criteria.

4.20 Heating, Ventilating and Air Conditioning (HVAC) Systems

Refer to Section 3 for HVAC system criteria.

4.21 Fire Protection Sprinkler System

Refer to Section 3 for fire protection sprinkler system criteria.

4.22 Fire Alarm System

Food service Tenants with exhaust hood fire suppression systems shall provide all required addressable modules and wire for connection to the Landlord's Fire Alarm System, at the Tenant's expense. Refer to Section 3 for additional fire alarm system criteria.

4.23 Exhaust System

Tenants with hood systems shall exhaust air at the rate necessary to prevent migration of heat or odors to other premises or public areas, with make-up air at 90% of exhaust quantity. Make-up air shall be provided for all Tenant exhausts, except for toilets, with a portion of make-up air being introduced within the hood.

Canopy-type hoods shall be no higher than either 4'-0" above cooking surfaces or 7'-0" above finished floor level, and shall project 6" minimum beyond cooking equipment on all open sides. All exhaust hoods shall be UL-listed. Hoods shall be provided for all ranges, griddles, ovens, deep-fat fryers, barbecues, rotisseries, convection ovens, high temperature dishwashers, and steamers or similar equipment, to remove grease, smoke, steam, vapors, heat and odors.

Grease hoods and exhaust systems shall be protected by Factory Mutual-approved fire extinguishing systems, installed to meet requirements of local jurisdictional authorities and the Landlord's insurance carrier. Hood fire extinguishing or suppression systems shall be interconnected with the Landlord's Fire Alarm System. All gas and electrical power serving hoods shall shut down upon activation of the fire extinguishing system. No hood or exhaust system shall be put into operation until the fire extinguishing system has been tested in the Landlord's and local Fire Marshal's presence.

Filters used in exhaust systems shall be of noncombustible construction and shall comply with NFPA requirements. All such systems shall be provided with access panels and a means of collecting grease drippage from filters. Tenants shall provide routine cleaning and maintenance of all exhaust foods, filters, etc., to insure the proper operation of the exhaust system. Exhaust fans associated with hoods shall be interconnected to the cooking equipment such that the exhaust system will operate whenever the cooking equipment is in use. Kitchen grease exhaust ductwork shall meet state and local codes, and shall be encased in properly rated shafts vented through the roof in accordance with the Landlord's and code requirements.

Roof-mounted grease exhaust fans shall be of the upblast type and shall have a grease containment system adequate to protect the roof. The grease containment system shall be cleaned and maintained regularly by the Tenant, at the Tenant's expense.

Refer to Section 3 for additional exhaust system criteria.

Section 5

Drawing Submittal and Approval Procedure

5.1 Introduction

To expedite the submittal and approval of the Tenant's drawings, and speed construction schedules for the premises, the Tenant shall adhere to the following drawing submittal procedures. Deviations may result in delays in reviews and approvals and may bring about additional Tenant costs for redesign and delayed construction.

5.2 The Tenant's Architect

The Tenant shall, at their own expense, enlist an architect to prepare complete drawings and specifications for the premises. The Tenant shall promptly provide their architect's name, address, telephone number, fax, email, etc. to the Landlord. All construction documents shall be prepared by an architect licensed in the State of Colorado. The Tenant shall provide their architect copies of this Handbook, the Tenant Lease Plan and all other controlling documents. It is the responsibility of the Tenant and the Tenant's architect to obtain, review and verify all existing field conditions within the premises prior to design.

After receiving the Tenant Lease Plan and other controlling documents, reviewing this Handbook and applicable codes and regulations, but prior to beginning construction documents, the Tenant's architect and the Tenant shall proceed with preliminary design of the premises. It is the responsibility of the Tenant and the Tenant's architect to allow adequate time for:

- the preliminary design of the premises
- the Landlord's review of the preliminary design of the premises
- any required modification of the preliminary design and Landlord approval
- the preparation of final construction documents for the premises
- the Landlord's final review and approval of final construction documents

The Landlord accepts no responsibility for delays due to the Tenant's allocation of insufficient time for the complete drawing submittal and approval process.

5.3 Drawing Submittals

Plans shall be submitted in three phases:

- Preliminary Design Drawings
- Construction Documents
- Shop Drawings

Phase 1 Preliminary Design Drawings

Preliminary Design Drawings shall convey the Tenant's design intent, for Landlord review and approval. The Tenant's architect shall submit Preliminary Design Drawings to the Landlord as soon as they are completed and approved by the Tenant no later than 20 days after Lease execution or receipt of the Information Package and before proceeding with Construction Documents. Submittal shall be two sets of black line prints, and all drawings shall clearly indicate the project name, the Tenant's store name and lease space number. If the Tenant's design follows a prototype, photographs of completed facilities should be submitted to aid in the Landlord's review.

Drawings shall, at minimum, include the following:

- Preliminary floor plan indicating interior design, locations of fixtures, equipment, partitions, toilet rooms, exits, seating, etc., and identifying all materials, finishes and colors
- Reflected ceiling plan indicating soffits, ceiling heights, materials, lighting and HVAC fittings
- Transverse and longitudinal sections indicating interior wall elevations
- Storefront elevation and section indicating all planes, materials, finishes, details, graphics and signage
- Sketches, perspectives, sections or other details that clarify the design of the storefront
- Material, finish and color sample board(s), properly mounted and fully labeled

The Landlord shall review the Preliminary Design Drawings, make any comments, as appropriate, or approve, then return one set of prints to the submitting party.

Phase 2 Construction Documents

Once Preliminary Design Drawings are approved by Landlord, the Tenant's architect shall proceed with Construction Documents. These shall incorporate Landlord suggestions or comments, and shall also include the Landlord's Design Control drawings or other criteria provided by the Landlord. Construction Documents shall be submitted to the Landlord within 30 days of the Landlord's approval or conditional approval of Preliminary Design Drawings, in 3 sets of blackline prints. All drawings and specifications shall indicate the Project name, Tenant's store name, lease space number, and should include the name and seal/stamp of the preparing architect or engineer indicating licensure in the State of Colorado.

Construction Documents shall, at minimum, include the following:

Architectural Cover Sheet:

- Building plan, site plan, Tenant name, lease space number, square footage
- Use or occupancy classification, construction type classification, occupant load(s)
- Applicable codes and regulations, compliance with ADA.

Architectural Floor Plan:

- Demising wall and interior partition locations and dimensions
- Door locations, sizes, direction of swing
- Location of fixtures, equipment, appliances and seating
- Restroom facilities

Architectural Reflected Ceiling Plan:

- Ceiling heights throughout, including drops and soffits
- Types of ceiling construction and ceiling materials
- Location of light fixtures, sprinkler heads, HVAC fittings, access panels, smoke detectors
- Decor at ceilings

Architectural Storefront and Interior Elevations:

- Dimensions, planes, materials, finishes, colors, details, lighting
- Signage, including menu boards for food service Tenants

Necessary Architectural Sections and Details:

- Longitudinal and transverse sections through the premises from slab to roof
- Large-scale section through storefront to roof or floor above
- Store closure details
- Details at neutral piers and the Landlord's bulkhead
- Wall sections and details
- Cash wrap counter details

Architectural Schedules:

- Room finish schedule
- Door and hardware schedules and details

Kitchen Equipment Drawings for any Food Service Tenant:

- Equipment keyed to the architectural floor plan
- Equipment dimensions, materials and finishes, etc.
- Cut sheets of all kitchen equipment

Plumbing Floor Plan:

- Locations of all plumbing fixtures, all sewer connections and routing, all plumbing vent connections and routing, and all clean-outs, floor drains and sinks;
- Domestic water connection and distribution system, water meter location;
- Toilet facilities and water fountain locations, if applicable.

Plumbing Isometrics and Details:

- Domestic water isometric;
- Sanitary system isometric;
- Water heater detail.

Gas Piping Plan (if applicable):

- Locations of all gas operated equipment, and a gas piping isometric;
- Location of gas line connections and routing to gas meter/manifold.

Heating, Ventilating and Air Conditioning (HVAC) Plans:

The HVAC drawings shall incorporate all minimum design and construction requirements, including complete calculations indicating heat gain to and heat loss from the space for all lights, occupancy, exterior exposure (if any) and other heat producing elements.

HVAC Plan:

- Locations of HVAC equipment
- Ductwork layout, sizes, and heights above finished floor
- Damper locations
- Location of diffusers, grilles, registers, and thermostat

Exhaust Systems:

- Cooking equipment, locations, type, and specifications
- Specifications of exhaust equipment
- Locations of equipment and depiction of equipment, including front and side elevations
- Methods of installation
- Equipment schedule and calculations
- Grease Guard Containment System details (if applicable)

Schedules and Details:

- Diffuser and grille schedule
- Equipment schedule and calculations
- Roof and/or floor penetration details
- ComCheck energy calculations (see Section 3.20)

Electrical Plans:

Electrical Plans shall incorporate all minimum design and construction requirements, including complete load calculations. Single-line power riser diagrams shall indicate main disconnects, sizes of wires, conduits, panels, transformers, time clock, etc. Panel schedules shall be included.

Electrical Plan:

- Locations of electrical service, all floor and wall outlets, all transformers, electrical and telephone panels;
- Electronic buzzer system at service door (if applicable);
- Locations of toilet exhaust and other fans, motors and all HVAC equipment;
- All loads shall be assigned to circuits, and an itemized load breakdown shall be included.

Lighting Plan:

- Lighting fixture layout including night lighting, emergency, exit and sign lighting;
- WP light fixtures and receptacle on roof top equipment;
- All lighting shall be assigned to circuits;
- Any signs or lights connected to time clock shall be indicated.

Electrical Schedules:

- Electrical panel schedules for 277/480 V and 120/208 V;
- Lighting fixture schedule.

Miscellaneous Details:

- Electrical distribution riser diagram;
- Feeder conduit and wire sizes;
- Arrangement of panels, transformers, time clock, disconnects, meter, etc.;
- Telephone and conduit locations;
- Conduit and wire sizes to HVAC equipment and panels, as applicable.

Phase 3 Shop Drawing

Sign Drawings

The Tenant shall submit to the Landlord for review and approval 2 color copies of sign shop drawings, including food service menu board drawings, if applicable. The Tenant submittal shall clearly indicate sizes, colors, materials, finishes, power, lighting and attachments. Emailing submittals in PDF format are acceptable.

Fire Protection Drawings

The Tenant shall submit seven (7) sets of fire protection sprinkler shop drawings for review and approval to the Landlord's insurance underwriter:

Mr. Ronald Woodward
AON Fire Protection
4 Overlook Point
Lincolnshire, IL 60069
Phone: (847) 442-6776
Fax: (847) 442-6700
Email: ronald.woodward@aon.com

The submittal shall comply with NFPA 13 requirements and shall include, at minimum:

- Heights of ceilings, and heights and locations of all drops, soffits, etc.
- Locations and heights of walls, partitions, lighting baffles, and any other construction that might affect sprinklers
- Locations of any surface-mounted or suspended lighting, or decorative beams, etc.
- Locations of sprinkler heads with main and branch pipe sizes
- Location of any relocated heads and branch piping, if applicable
- Hydraulic information used for design of the system

It is the Tenants sprinkler contractor's responsibility to comply with the Landlord's insurance underwriter's requirements.

5.4 Final Drawing Approval

Upon receipt of complete Construction Documents, the Landlord shall review them for compliance with the approved Preliminary Design Drawings and this Handbook. One set of prints shall be returned to the Tenant, one set to the Tenant's architect, and one set shall be retained by the Landlord's on-site representative for field coordination during construction. It is the Tenant's responsibility to insure that the approved set of Construction Documents is distributed to his contractor and any in-house construction staff prior to the required Preconstruction Meeting.

The Landlord's approval of Tenant Construction Documents is for compliance with this Handbook and project intent only. The Landlord, its agents and consultants assume no responsibility for code compliance, ADA compliance, dimensional accuracy, engineering accuracy or completeness for construction purposes. It is the Tenant's sole responsibility to comply with all applicable laws, codes, and regulations.

5.5 Re-submittals

In the event that the Landlord requires the revision and re-submittal of any Tenant drawings, the Tenant shall, within ten (10) calendar days of the Landlord's notification of same, revise the drawings accordingly and resubmit same to the Landlord for approval. Any revisions to Tenant drawings will also require City approval.

5.6 Default

If the Tenant fails to perform any items in accordance with this handbook, the Landlord may, pursuant to the Lease, give notice that the Tenant is in default of the Lease. Such notice shall describe the nature of the default and shall specify a date by which such default must be cured. If by such date the Tenant fails to remedy the default, the Tenant shall be deemed in default of the Lease, and the Landlord shall be entitled to all remedies specified in the Lease.



Construction

6.1 Introduction

Construction of the Tenant's premises shall be in complete conformance with this Handbook and Tenant Construction Documents approved by the Landlord. The Tenant shall provide a copy of this Handbook to his contractor(s). The Tenant's general contractor shall employ a competent full-time superintendent on site at all times during construction, and shall observe safety practices established by the Landlord and any applicable regulations. All contractors and subcontractors shall be properly licensed by state and local authorities. Tenants seeking interested contractors may contact the Landlord's on-site representative for assistance.

Contractors and subcontractors shall not discriminate against any person or group of persons due to race, age, sex, color, creed, religion, marital status, handicap, national origin or ancestry. All contractors shall be capable of performing quality work, shall have good labor relations, and shall work in harmony with the Landlord's contractor(s), other contractors on the job, and any other labor entity at or servicing The Orchard Town Center. The Tenant shall immediately terminate the services of any contractor or subcontractor whose labor relations or actions may cause a work stoppage and/or interference with the construction schedule, Grand Opening, or operation of The Orchard Town Center. The Tenant's contractor shall cooperate with the Landlord's on-site representative and other contractors, to coordinate their work so as to not interfere with the operations of existing stores, and to not impede or endanger the safety of the public.

The Tenant's contractor shall require that each of his subcontractors, to the extent of their work, be bound to the complete terms of the agreement between the Landlord and the Tenant, and to this Handbook. Additional Tenant Construction Guidelines shall be binding and made part of this Handbook, by reference only, upon distribution at or before the Preconstruction Meeting.

6.2 Prerequisites to Tenant Construction

A Pre-construction Meeting must be held with the Landlord's on-site representative to define: proper access routes to the premises; designated contractor parking; designated loading, unloading and storage areas; working hours; temporary utilities and utility tap-ins; safety precautions and procedures; rubbish and trash removal; the schedule of the Tenant's construction; any Tenant-specific construction concerns; any Additional Construction Guidelines; any other rules and regulations governing construction; and any other such matters. The Tenant's contractor shall verify that final Construction Documents have been approved for construction by the Landlord and that such Documents incorporate all Landlord comments.

Building permit(s) shall be obtained; original(s) shall be posted at the jobsite, and copies shall be provided to the Landlord's on-site representative.

Certificates of current in-force insurance meeting the Landlord's requirements shall be provided to the Landlord's on-site representative.

A list of all contractors and subcontractors to be working on the premises (including any contractors designated by the Landlord), with contact information such as name, address, phone, fax, email, etc., shall be provided to the Landlord's on-site representative.

The Tenant's contractor shall verify on-site dimensions and existing conditions of the premises.

The Tenant's contractor shall provide the Landlord's on-site representative a construction schedule showing the work progress and anticipated completion of the premises.

The Tenant's contractor shall pay all required fees to the Landlord's on-site representative, including but not limited to:

- Refundable construction security deposit of \$3000
- Construction and merchandising trash removal fee
- Temporary utility fee (excludes temporary electrical and heat)
- Pro rata portion of water/sewer tap-in fee, as applicable
- Sprinkler valve and tamper switch, as applicable
- Combination exhaust/vent curb
- Water meter system
- Pro-rata portion of pre-installed grease interceptor and associated grease waste lines, as applicable

6.3 Permits

Building permits are required for any structures at The Orchard Town Center to be constructed, altered in any way, or demolished. Permits are also required for electrical, plumbing, and HVAC work. Prior to the issuance of permits, all associated fees must be paid; these may include, but are not necessarily limited to, tap-in fees, water meter fees and sanitary sewer usage fees.

The Tenant shall submit the Construction Documents to, and apply for a building permit from, the local Building Department and shall pay all associated fees.

The originals of all permits and a set of Landlord approved Final Construction Documents must be kept at the project site at all times during construction.

All food service Tenants (including any with on-site preparation, or prepackaged food and/or beverages) shall obtain any required approvals and/or food service permit(s) from the Health Department and pay any associated fees.

The Tenant's licensed sign contractor shall submit the required documents to the Building Department to obtain any sign permit(s).

Refer to the Landlord's supplemental permitting handbook for additional information.

6.4 Insurance

The Tenant's general contractor shall carry and maintain at his sole cost and expense construction insurance in accordance with the following minimum requirements for comprehensive general liability: \$3,000,000 per person per occurrence, \$3,000,000 per occurrence for bodily injury, and \$2,000,000 for property damage per occurrence. This insurance must be endorsed to show products and completed operations coverage including Waiver of X, C, and U exclusions, broad form property damage. The Tenant's general contractor shall also carry automobile liability insurance covering bodily injury and property damage in the amount of \$1,000,000 combined single limit. Worker's compensation with statutory requirements, including employer's liability of \$1,000,000, must also be carried.

All insurance policies shall name Forest City Enterprises and their subsidiaries as additional insured's, as their interest may appear.

Certificates of insurance shall provide that no change or cancellation of such insurance will be undertaken without thirty days written notice to the Landlord. Original certificates of current in-force insurance must be filed with the Landlord's on-site representative before the commencement of construction. Renewal certificates must be submitted 10 days prior to the expiration of existing coverage. Insurance must remain in force for one year after completion of the work.

6.5 Bond

Any Tenant contractor or subcontractor having a contract of \$50,000 or greater shall provide a payment and performance bond naming the Tenant and Forest City Enterprises as additional insured's, as their interests may appear. Prior to construction, evidence of such bond must be provided to the Landlord's on-site representative.

6.6 Access and Deliveries

Access to the site and the Tenant's premises is restricted to only those employees working on the premises. Children and pets are prohibited from the site and the Tenant's premises during construction. Access to the site and the Tenant's premises at other than normal construction hours must be scheduled in advance and coordinated with the Landlord's on-site representative and The Orchard Town Center security personnel.

Parking is permitted only in designated areas, as defined by the Landlord's on-site representative at the Preconstruction Meeting. Parking is not permitted along any streetside curb at building fronts, nor in any service/delivery court or trash handling area. The Landlord's on-site representative will designate service/delivery courts and trash handling areas to be used by Tenant contractors and subcontractors. Service/delivery courts are only for immediate loading and unloading. Violators' vehicles will be towed at their expense. Access for and deliveries of material and equipment are restricted to service/delivery courts and the most direct access routes to the Tenant's premises. No deliveries are permitted through main streets and streetside building fronts without expressed prior written approval from the Landlord's on-site representative. Deliveries to Tenant premises lacking service/delivery courts or rear access doors may be restricted to off-hours deliveries. Steel-wheel carts and equipment are prohibited. All Tenant construction materials, equipment, tools, supplies, etc. shall be stored and secured within the Tenant's premises. The Landlord is not responsible for loss or theft of any items from the Tenant's premises.

6.7 Security and Safety

The Landlord has adopted all state safety rules and the complete Occupational Safety and Health Administration (OSHA) Safety Standards Part 1926, and any amendments thereto, to be followed by all persons and companies employed at The Orchard Town Center. Appropriate work clothing, shoes and safety equipment must be worn at all times.

Gasoline powered equipment, such as welders, compressors, concrete saws, power buggies, etc., are prohibited. No flammable materials, other than those to be consumed during that work day, are to be stored in any Landlord building. The Tenant's contractor shall maintain a fully charged fire extinguisher within the Tenant's premises throughout construction. The Landlord's on-site representative may institute a no-smoking policy once Landlord buildings are enclosed; after that time, smoking is prohibited.

The Tenant's contractor shall use caution in locating, stocking and moving materials and equipment so as to not overload any floor, ramp or structure.

Tenant's contractors and sub-contractors will be required to comply with all requirements provided in Landlord's Construction Manager's Corporate Safety Program.

6.8 Construction Schedule

The Tenant's contractor shall promptly provide to the Landlord's on-site representative a construction schedule showing anticipated work progress, significant deliveries, and completion of the premises.

Should access to adjacent tenant premises be necessary, it is the Tenant's contractor's responsibility to schedule and make arrangements for such access, and to protect that tenant's premises, construction, finishes and/or merchandise. The Tenant's contractor is responsible for any damage or loss brought about by his actions.

Work on the public side of the storefront after any barricade has been removed is permitted only during off-hours. Public side pavements, construction and finishes shall be protected, and the area shall be cleaned after each work period.

6.9 Tenant Enclosures

During construction, the Tenant may, at his expense, separate his premises from public areas by a temporary enclosure. Any proposed barricade during construction must be approved by Landlord's on-site representative.

If the Landlord determines that a Tenant is not on schedule to have a complete enclosed storefront by the Grand Opening, the Landlord may require that a Grand Opening Tenant enclosure be constructed. If the Tenant does not comply, the Landlord may construct a Grand Opening Tenant enclosure for the Tenant, at the Tenant's expense. The Grand Opening enclosure shall be at least 12'-0" high, constructed of metal studs with 1/2" wet location drywall taped and sanded, with one coat of flat latex paint to match the Landlord's standard, located by Landlord. The entire enclosure shall be installed so as not to damage public area paving. Black Visqueen shall be installed between the top of the enclosure and the storefront bulkhead to prevent dust migration to public areas. An access door will be permitted in the enclosure only if there is no other Tenant service/exit door.

Modifications to any Tenant enclosure during construction are the Tenant's responsibility, but shall have prior approval of the Landlord's on-site representative. Advertising or project signs are prohibited on Tenant enclosures. Enclosures may bear only the Tenant's name on a professionally prepared sign approved in advance by the Landlord's on-site representative.

6.10 Construction Utilities

During construction, the Landlord will make available to the Tenant's contractor temporary utilities consisting of designated toilet facilities and water, at the Tenant contractor's expense, from the time the Tenant's contractor starts construction until the Tenant obtains permanent utility service from the utility company and/or opens for business. Temporary utilities will not include electrical power or the capacity for heating of the premises, both of which will be the Tenant General Contractor's responsibility and expense. Location of generators and gas tanks used by the Tenant during construction must be coordinated with Landlord's on-site representative.

6.11 Construction Security Deposit

The Tenant's contractor will be required to provide a \$3,000 company check, certified check or money order. The deposit of any portion thereof may be applied by the Landlord as a reimbursement for materials issued to or services performed directly for the Tenant's contractor, including the Landlord's correction of punch list items not corrected by the Tenant's contractor. The deposit of any then remaining balance (less a 15% administration fee) will be returned to the depositor on request, without interest, within 30 days after the completion of the Tenant's construction obligations as required in the Lease.

6.12 Landlord's Prior Rights

Prior to any concrete coring or sawcutting, the Tenant's contractor shall lay out all proposed penetrations, provide pilot holes and obtain approval from the Landlord's on-site representative. The Tenant's contractor is responsible for all coordination of the work.

The Tenant's contractor shall not modify, attach to, or hang any loads from the Landlord's duct work, water lines, sprinkler lines, conduit, bridging or metal deck. Attachments shall extend to the top chord/flange of the structure. No drilling of or welding to the Landlord's structural steel is permitted without prior approval of the Landlord's on-site representative.

Roof access is restricted to the Landlord's personnel and the Landlord's designated contractors. No Tenant contractor or subcontractor is permitted on any roof without specific prior permission from the Landlord's on-site representative. Any roof work required for Tenant equipment shall be by the Landlord's designated contractor, at the Tenant's expense.

6.13 Changes in Design or Materials

The Tenant's contractor shall not deviate from approved construction documents and specifications without prior written permission of the Tenant, the Landlord's on-site representative, and the Building Department and/or other governmental agency having jurisdiction.

6.14 Adjacent Finishes

The Landlord shall provide standard paving material to the Lease Line only. The Tenant's contractor is responsible for providing all other flooring materials and finishes required. All public area finishes and adjacent Tenant spaces shall be protected from damage and dirt. It is the Tenant's responsibility to repair all existing Landlord or adjacent tenant construction and finishes damaged as a result of the Tenant's construction. The Landlord shall monitor any damages and shall appropriately assign responsibility and costs to the Tenant's contractor for any repairs not properly completed.

6.15 Clean-Up

During construction, the Tenant shall clean the premises and surrounding area daily, and shall remove all construction debris from the premises to the Landlord's designated dumpsters. The Landlord shall provide dumpsters for the Tenant's contractors' use, and the Tenant shall reimburse the Landlord for the cost of its proportionate share, based on such use.

On completion of Tenant construction, with approval of the Landlord's on-site representative, the Tenant shall promptly dismantle, remove and dispose of any temporary Tenant enclosure and any excess materials from the premises. If the Tenant fails to comply, the Landlord may, on 24-hour notice, provide the necessary clean-up, demolition and removal, at the Tenant's expense. Public areas, pedestrian walkways, service/delivery courts and corridors, adjacent tenant spaces, and the exterior of Landlord buildings shall be kept clear of the Tenant's and Tenant's contractor's equipment, materials, merchandise, fixtures and trash at all times.

6.16 Inspection and Acceptance

The Tenant's contractors shall schedule inspections by the appropriate Building Department, Health Department, and other inspectors as necessary, and shall comply with their requirements, codes and regulations. Inspections will not be made if permits and approved stamped construction documents are not on-site. A copy of all inspection reports shall be provided to the Landlord's on-site representative. Inspections shall be

scheduled to allow adequate time for corrections and re-inspections if necessary, prior to the store opening. No Tenant shall open for business without final approvals of the local Building Department, Fire Marshal, Health Department, and Landlord's on-site representative.

At appropriate intervals and on completion, the Landlord's on-site representative may inspect the Tenant's premises for compliance with Landlord approved construction documents. Deviations or unsatisfactory workmanship shall be immediately corrected, regardless of their acceptance by either the Tenant or public authorities.

The Tenant's contractor shall notify the Landlord's onsite representative of completion of the space. The Landlord's on-site representative shall inspect the premises and issue a punchlist if remedial action is required. If remedial work is not completed promptly, it may be completed by the Landlord, at the Tenant's expense. The Tenant shall, within thirty (30) calendar days after receiving the Landlord's punch list, correct all such remaining items or the Landlord may, in addition to any other rights and remedies it may have, after giving five (5) calendar days' notice to the Tenant of its intention to do so, correct such items as the Landlord may elect for and on the Tenant's behalf, the cost of which shall be reimbursed to the Landlord by the Tenant, plus a fifteen percent (15%) administrative charge due and payable on demand.

6.17 Violations

If the Tenant is notified of any violation of codes, ordinances, or regulations, or of its obligations under this Handbook, either by the Landlord or governing authorities, the Tenant shall correct such deficiencies within seven calendar days. If the Tenant fails to comply, the Landlord may, at the Tenant's expense, correct such deficiencies at actual cost plus fifteen percent for administration.

6.18 Certificate of Occupancy

The Tenant shall obtain a Certificate of Occupancy from the Building Department, and shall provide a copy to the Landlord's on-site representative prior to opening the premises to the public. The original shall be posted within the Tenant's premises. Inspections and approvals of sprinklers, fire alarms, and egress must be obtained prior to the granting of a temporary Certificate of Occupancy.

6.19 Waivers of Lien

In making progress and final payments to contractors, the Tenant shall obtain valid Waivers of Lien, indicating payment in full for labor, materials, and subcontractors, showing zero dollars (\$0.00) or no amount disputed for extras. The Landlord may request to see evidence of such Waivers before permitting the Tenant to open the premises for business. All payments and liens must be resolved prior to the release of the full Tenant Allowance and the contractor's security deposit.

6.20 Notice of Non-Responsibility

The Notice of Non-Responsibility, if required, shall be filed by the Landlord.

Construction Responsibilities

7.1 Landlord at the Landlord's Expense

Items listed in this manner shall be provided by the Landlord, at the Landlord's expense, in accordance with the Landlord's plans and specifications, and shall constitute the Landlord's complete responsibility with regard to the construction of the lease space. All items not listed in this manner, that may be required to complete the premises in accordance with the Tenant's plans and specifications, shall be performed at the Tenant's sole cost and expense (subject to the conditions imposed by the Landlord).

7.2 Landlord at the Tenant's Expense

Items listed in this manner will be provided by the Landlord, at the Tenant's expense, to either maintain appropriate control over quality, workmanship, and critical installations of work that can best be performed and coordinated by a single contractor, or insure that uniformity of material, color and workmanship of finished surfaces is maintained.

If, for any reason, the Tenant fails to pay amounts due the Landlord hereunder, then such amounts, along with accrued interest charges, will be considered to be additional rent due and payable pursuant to the Lease or deducted from the Tenant Allowance.

7.3 Landlord's Designated Contractor at the Tenant's Expense

Contractor, at the Tenant's Expense Items listed in this manner, shall be provided by the Landlord's Designated Contractors, at the Tenant's expense, to either maintain appropriate control over quality, workmanship, and critical installations of work that can best be performed and coordinated by a single contractor, or insure that uniformity of material, color and workmanship of finished surfaces is maintained.

This work must be contracted directly with the Landlord's Designated Contractor by the Tenant, at Tenant's expense.

The Landlord shall competitively bid all parts of the construction that require the Tenant's use of the Landlord's Designated Contractor to assure the best, lowest price.

If, for any reason, the Tenant fails to pay amounts due the Landlord's Designated Contractor hereunder, then such amounts, along with accrued interest charges, will be considered to be additional rent due and payable pursuant to the Lease, or deducted from the Tenant Allowance.

7.4 Tenant at the Tenant's Expense

Items of construction and expense not specifically listed in the prior sections that are required to complete the Tenant's premises in accordance with the Tenant's approved documents and in accordance with the Landlord criteria shall be the Tenant's responsibility and shall be provided by the Tenant at the Tenant's expense.

7.5 Storefront

Items of Work Responsibility	Furnished by		
	T	LDC	LL
Landlord's Exterior Bldg Facade, Colonnade & Neutral Piers			X
Window Systems, Display Windows, Store Closure, Entrance & Entry Flooring	X		
Tenant Security System	X		
Other Finishes	X		
Patio Railing @ Restaurants	X		
Storefront Signage	X		
Awnings	X		
Storefront Address Sign	X		
Service/Exit Door Sign			X

T = Tenant
 LDC = Landlord's Designated Contractor
 LL = Landlord

7.6 Store Interior

Items of Work Responsibility	Provided by		
	T	LDC	LL
Floor Slab (Note 1)			X
Floor Slab Penetrations & Replacement/Blockout (Note 1)	X		
Frost proof slab	X		
Infill concrete at storefront and utility blockout	X		
Interior Finishes (Note 2)	X		
Demising Wall Studs (Initial Construction & Adjacent to Common Areas)			X
Demising Wall Drywall (LL Side)			X
Demising Wall Drywall (Tenant Side)	X		
Service/Exit Door (Exterior)			X
Service/Exit Door (Interior) and Rear Door Finished Recessed Alcove	X		
Interior Partitions and Column Enclosures	X		
Interior Floor and Wall Finishes	X		
Lighting and Ceilings	X		
LL Building Component (Modifications)		X	
Mezzanines (Lower Level Tenants Only)	X		

Note 1 • Food Tenants are responsible for installation of the floor slab.

Note 2 • Interior finishes include, but are not necessarily limited to, all interior partitions, doors, furring, column enclosures, floor finishes, wall finishes, ceilings, lighting and service/exit door (interior)

7.7 Plumbing Systems

Items of Work Responsibility	Provided by		
	T	LDC	LL
Valve Water Stub			X
Water Meter (Landlord Spec) (Note 1)	X		X
4" Sanitary Stub			X
Water & Sewer Tap-In Fees	X		
Plumbing Vent Line	X		
Toilet Room	X		
Floor Drains with Trap Primers	X		
Cleanouts	X		
Optional Equipment (i.e. Electric Water Heater)	X		
Gas Service Stub to Manifold			X
Gas Service Meter, Gas Pipe & Connection	X		
Fire Protection Sprinkler System Main Stub & Valve			X
Fire Protection Sprinkler System Distribution & Heads	X		

T = Tenant
 LDC = Landlord's Designated Contractor
 LL = Landlord

Note 1 - Landlord will provide submeter at Tenant Contractor's expense.

7.8 Electrical Systems

Items of Work Responsibility	Provided by		
	T	LDC	LL
Electric Service Conduit Stub (Sized per LL Drawings)			X
Electric Meter	X		
Wire, Main Disconnect Transformer, Panels, & All Electrical Distribution Within the Premises (Note 1)	X		
Time Clock	X		
Exit/Emergency Lighting	X		
Electric Conduit and Service to HVAC Equipment	X		
Receptacle & Light at HVAC Equipment	X		
Service/Exit Door Buzzer	X		
Telephone Conduit Stub (sized per LL dwgs)			X
Telephone Service & Install'n	X		
Fire Alarm: Conduit & Wire, Addressable System Devices (if any), & Duct Detectors	X		

T = Tenant
LDC = Landlord's Designated Contractor
LL = Landlord

7.9 Mechanical Systems

Items of Work Responsibility	Provided by		
	T	LDC	LL
Roof Penetrations	X	X	
HVAC System	X		
HVAC Equipment Control Wire & Conduit	X		
HVAC Distribution System & System Balancing	X		
Toilet Rm Exhaust Fan	X		
Special Exhaust (As Required)	X		
Utility Curb For Toilet Exhaust and Plumbing Vent			X
Fire Extinguishers	X		

T = Tenant
 LDC = Landlord's Designated Contractor
 LL = Landlord

7.10 Food Service

Items of Work	Provided by		
	T	LDC	LL
Responsibility			
Health Department Permit	X		
Restaurant Seating	X		
Refrigerated Trash Room	X		
Screened Passageway	X		
Employee Toilet Room	X		
Patron Toilet Room	X		
Serving Counter	X		
Display Windows	X		
Menu Boards	X		
Exhaust Hood Surround	X		
Pass Through Opening	X		
Floor Sinks/Drains	X		
Grease Interceptor	X		
Gas Service Main Shut-Off	X		
Gas Equipment Shut-Offs	X		
Exhaust/Make-Up Air	X		
Exh Hood Fire Suppress System	X		
Hood Filters	X		
'Grease Guard' Grease Containment System (on roof)	X		
Water Heater	X		

T = Tenant
LDC = Landlord's Designated Contractor
LL = Landlord

7.11 Construction

Items of Work Responsibility	Provided by		
	T	TGC	LL
Contractor's License		X	
Preconstruction Meeting		X	X
Landlord Approved Drawings	X	X	X
Verify Existing Conditions		X	
Construction Schedule		X	
List of Subcontractors		X	
Payment of Construction Fees/ Construction Deposits	X	X	
Water & Sewer Tap-In Fee	X		
Building Permit		X	
Sign Permit		X	
Construction Insurance		X	
Payment & Performance Bond		X	
Temporary Tenant Enclosure		X	
Grand Open'g Tenant Enclosure		X	
Construction Utilities		X	X
Repair of Adjacent Finishes		X	
Clean-Up		X	
Schedule Inspections		X	
Violations	X	X	
Certificate of Occupancy		X	
Payment of Contractor	X	X	
Waivers of Lien	X	X	

T = Tenant
TGC = Tenant's General Contractor
LL = Landlord