

WILLOWBROOK
TENANT CRITERIA MANUAL

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View of Town Center Court

INTRODUCTION

Willowbrook Mall has long been regarded as a successful and exciting retail center. Taking Willowbrook Mall into the 90's and beyond, a newly conceived renovation program has begun to renew the fashionable shopping atmosphere and quality-oriented image.

Images expected to be found in a coastal, southern European town setting were the inspiration for the new design. The mall has been conceived of as a series of "interior" galleries and "exterior" plazas through which one progresses, as if casually strolling and shopping in a European townscape. The contrasting "interior" and "exterior" spaces create an intriguing progression which provides a sense of discovery and interest to entice one through the center.

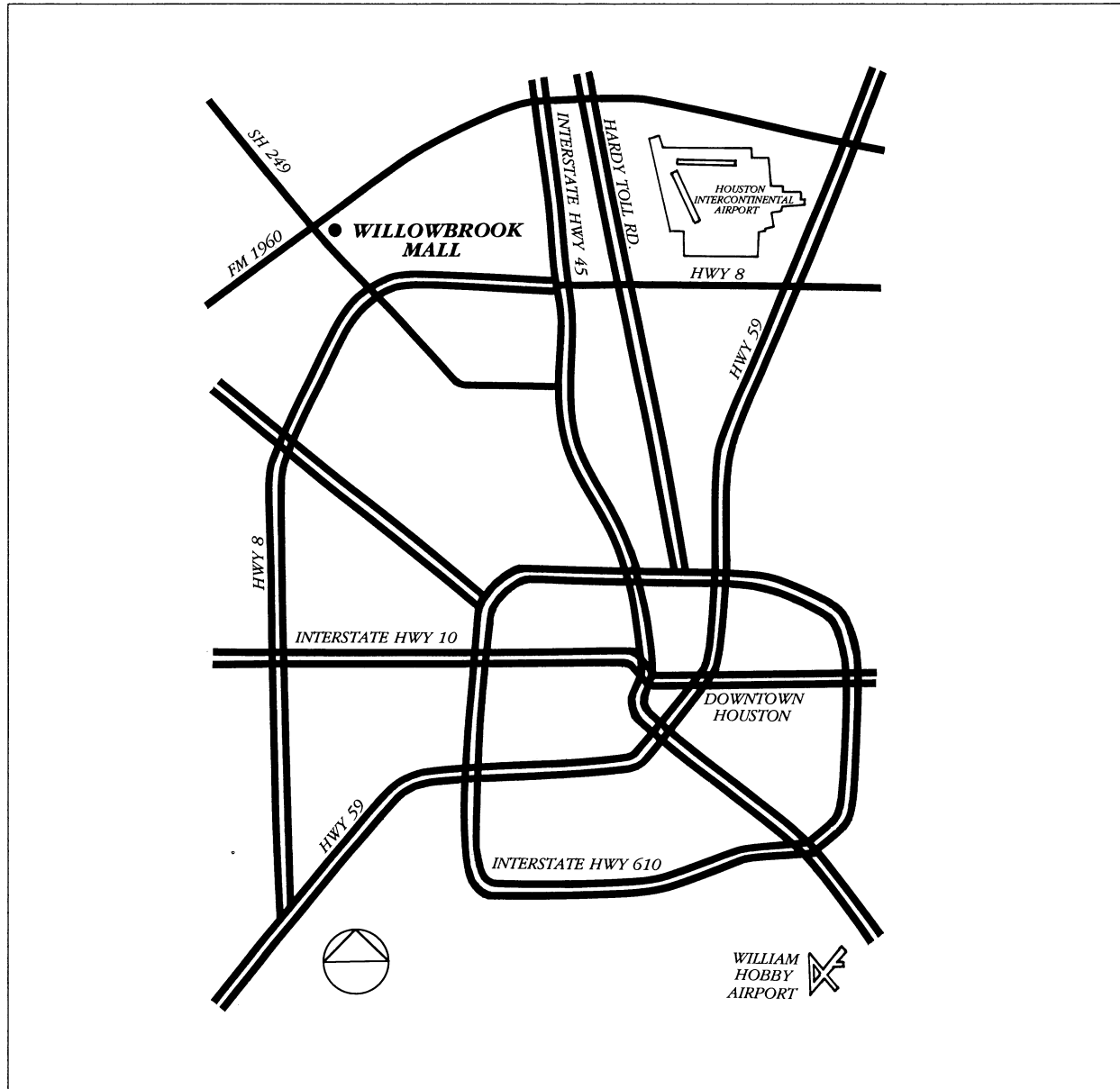
The grand spatial quality of existing mall courts has been exploited to create the sense of exterior plazas. Expansive skylights, louvered clerestories, lush palms, intimate fountains, and richly textured natural stone paving reinforce the allusion.

The intimate scale of the "interior" mall galleries contrasts with that of the mall court plazas, as do the materials: polished marble and porcelain tile, cleanly detailed plaster and metal mouldings, and fine wood benches and ceramic planters. Additional lighting and light material colors will enhance the light and elegant architectural expression.

The mall galleries come together at the Town Center Court, an "exterior" space flooded with sunlight filtered through majestic palms. "Building" fronts define the plaza, a meeting place for special and community events, as well as the entrance to The Courtyard, a food marketplace filled with an enjoyable variety of dining choices. A tranquil fountain under a tropical palm canopy provides a welcome oasis for diners.

These improvements, along with those of the tenancy, will greatly enhance the Willowbrook shopping experience and serve to strengthen its impact in the Houston market.

Willowbrook Mall is located just north of the Beltway, Highway 8 at the intersection of FM 1960 and SH 249. At these major crossroads, the center has approximately 1,455,000 square feet of retail space including six featured department stores: Sears, Foley's, Dillard's, Macy's, and JC Penney.



Vicinity Map

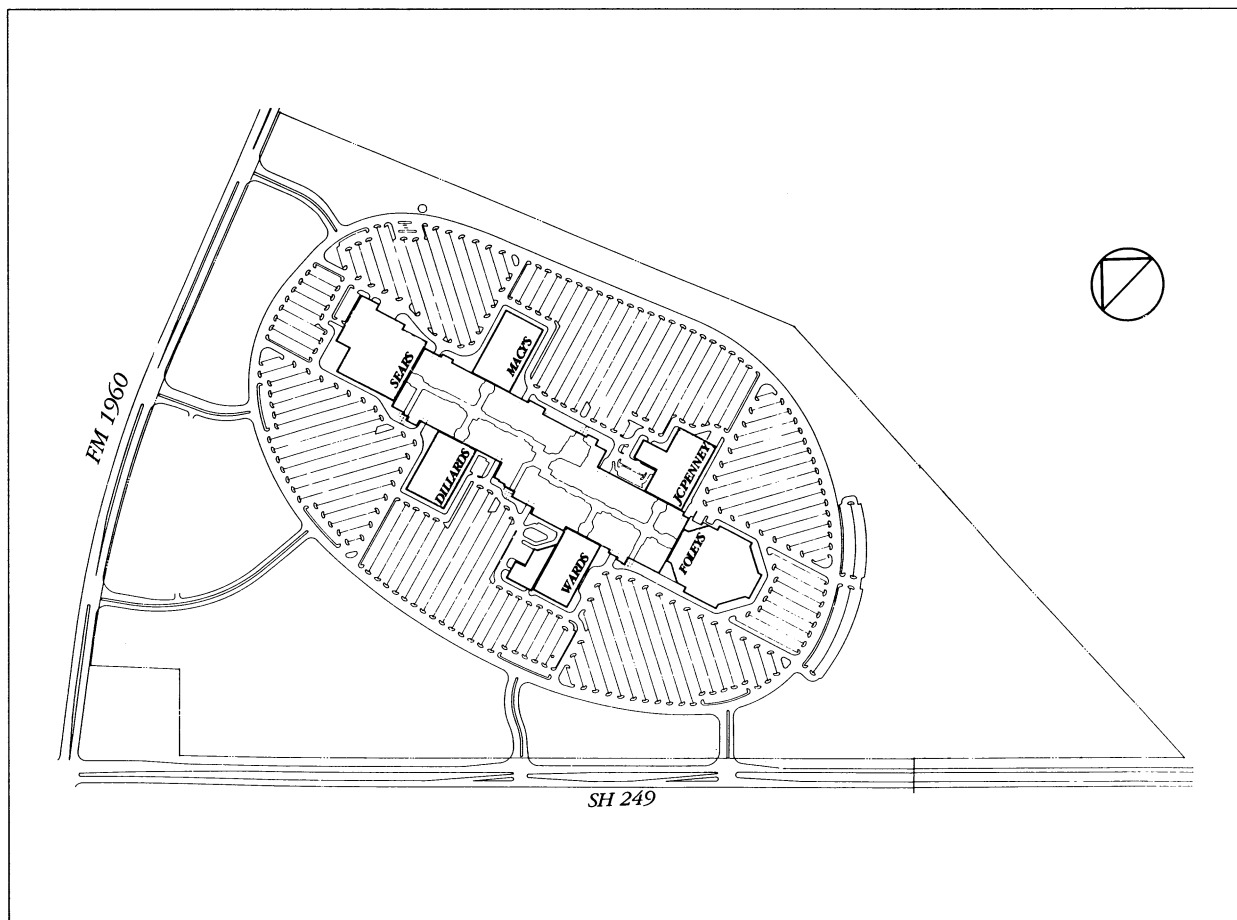
This Tenant Design Criteria Manual, the Technical Criteria Manual, drawings, and other information collectively referred to as the "Tenant Package", are primarily intended to familiarize Tenants with Willowbrook Mall its location, scale, and new

character. Also, the "Tenant Package" is intended to guide you, the Tenant, your Architect, your Contractor, and your construction staff in developing a Tenant design which complies with the Landlord's Criteria and design expectations of Willowbrook Mall

and to ensure that each Tenant contributes to the success of the mall through consistent high quality design. Refer to the separate Technical Criteria Manual for electrical, mechanical, plumbing and life safety criteria. The following pages contain

information which illustrate critical Landlord's Criteria and Tenant responsibilities. Please follow the instructions and procedures outlined in this manual carefully to expedite the necessary approvals and timely completion of the Tenant's premises.

Particular attention should be paid to the plan submittal procedure, the architectural criteria, and the technical criteria to avoid any needless delays or expensive redesign.



Site Plan

The Tenant Package is subject to change without notice, as determined by the Landlord.

SUBMITTALS & APPROVALS

The Landlord has established the following procedures to expedite the required approvals of the Tenant drawings for improvements to the leased premises.

The Landlord will provide for the Tenant, a Lease Outline Drawing showing the Tenant's demised area. Details and typical storefront conditions applicable to each space are provided in the Technical Criteria Manual (**Tenant shall field verify all existing conditions and dimensions**). Using this information, and after careful review of the Design and Sign Criteria as outlined in this handbook, and applicable codes, Tenant's Architect (in conjunction with the Tenant) shall develop designs and information for the space in four (4) phases. Phase I - Concept Phase; Phase II - Preliminary Drawing Submittal; Phase III - Final Working Drawing Submittal; and Phase IV - Contractor "As-Built" Submittal.

All Submittals to the Tenant Coordinator for review and approval shall be submitted as follows:

- a. All drawings and specifications must be clearly identified with the mall name, the Tenant's space number, directional arrow and key plan.
- b. One set of reproducible sepias. Three sets of black or blue line prints.
- c. Specifications, if not on the drawings, should be submitted on 8-1/2" x 11" paper in three (3) sets with protective transparent plastic cover.
- d. Samples and color chips should be firmly applied to 8-1/2" x 11" illustration boards and clearly labeled.

Phase I - Concept Phase

To begin design work for the lease space an initial conference call or meeting between the Tenant and his Architect, with the Tenant Review Architect, is required to discuss the desired image and storefront concept for the lease space.

This phase is to establish a working relationship between the above mentioned parties and to provide Tenant confirmation of the location and the defined Specific Design Criteria for the Leased Space. Tenants should discuss specific thoughts about their design concepts and raise any questions about the Criteria with the Tenant Review Architect before beginning preliminary design work. Tenant is encouraged to bring conceptual sketches and photos of previous or similar applications.

Upon completion of the Concept Conference, Tenant may begin work on the design phase based on the items which were agreed upon during the Concept Conference.

Phase II - Preliminary Drawing Submittal

The Preliminary Drawing Submittal illustrating design concepts must be made to acquaint the Landlord with the Tenant's basic intentions and identify and correct any Criteria issues before the Working Drawing Phase. Preliminary drawings shall include the following information as a minimum (additional information is encouraged):

1. Key plan showing location of the demised premises.
2. Floor plans at 1/4" scale indicating:
 - a. Location of partitions, interior and storefront doors.
 - b. Location of store fixtures.
 - c. Landlord's and Tenant's responsibilities.
 - d. Overall dimensions of space, column locations and ceiling heights within each space.
 - e. Design Zone.
3. Overall sections at 1/4" scale.
4. Plan section and elevation of storefront at 1/2" scale indicating:
 - a. Materials used and color of materials.
 - b. The location of all

signage and graphics drawn to scale.

5. Reflected ceiling plan at 1/4" scale, indicating:

- a. Type of ceiling system and layout.
- b. Lighting plan and cut sheets describing all fixtures.
- c. Supply and return air grilles.
- d. Other types of attachments and penetrations through the ceiling.
- e. Sprinkler layout.

6. Photographs of Tenant's existing storefronts, if any, and only if related to Tenant's Submittal.

7. Finish and Color Schedule - one (1) set of samples of all storefront and store interior materials, finishes and colors (including samples of carpet, if any). All materials should be clearly labeled and referenced on an attached Room Finish Schedule.

Phase III - Final Working Drawing Submittal

After the preliminary drawings have been approved, Tenant's Architect shall proceed with final working drawings and specifications incorporating the design suggestions and comments of the Landlord's Tenant Review Architect. Final working drawings shall show all required details necessary for construction. In addition to revised or approved preliminary drawings, the working drawings shall include at least the following:

1. Sign details (scale 1-1/2") indicating elevation and section views, letter style and size, all colors and materials, methods of illumination, installation, color of element, and voltage requirements. Detailed shop drawings for proposed sign must be submitted to Tenant Review Architect *with final working drawings* for review and approval prior to fabrication and installation.

2. Interior elevations at 1/4" scale.

3. Details of special conditions, at 1-1/2" scale. Location and weights of heavy equipment attached or bearing on the existing

structure such as safes, equipment, cases, refrigeration equipment and any masonry facing materials must be shown on the drawings.

4. Details of storefront at 1-1/2" scale. Sections are required to clearly explain all construction methods and materials proposed.

5. Plumbing plan at 1/4" scale and specifications indicating (if applicable):

- a. Locations of water supply lines and vents.
- b. Location of drains.
- c. Single-line riser diagram.

6. Mechanical plan at 1/4" scale and specifications indicating:

- a. Duct work layout showing sizes, elevation above finished floor, damper locations and type of insulation.
- b. Locate and specify diffusers, grilles, registers, and show capacity in CFM.
- c. Specify exhaust equipment, show locations and method of installation.
- d. Location of thermostat and specifying automatic system controls.
- e. HVAC load calculation directly on drawings, indicating heat gain to space and to return air for all lights, occupancy, exterior exposure and other heat-producing elements.

f. Enclosed show window cases must be air conditioned or ventilated.

g. All ductwork shall be designed, provided, and installed in accordance with the latest methods used in the American Society of Heating and Air Conditioning Engineer's Guide and/or NFPA 96 and subject to approval by the Landlord.

7. Electrical plan at 1/4" scale and specifications indicating:

- a. Location of store lighting (including emergency and night lighting) and sign lighting receptacles.
- b. Revised (if applicable) light fixture cut sheets.
- c. Single-line riser diagram indicating sizes of wire, conduit, transformer, and disconnect switch.
- d. Electrical details, fixture and panel schedule.
- e. Location of power and phone outlets and service to other ventilating units; also indicate the total power required in watts.
- f. Show itemized load breakdown in connected kilowatts for the premises including lighting receptacles, sign lighting, water heating, special appliances, fans (horsepower), miscellaneous space heating, and largest motor (starter type). Refer to

Mechanical/Electrical Schedule in the Technical Criteria Manual which shall be completed and sent to Tenant Coordinator.

g. Electrical plans must be completely circuited and prepared by a Texas registered electrical engineer or licensed professional.

8. Fire Sprinkler Drawings indicating locations of sprinkler heads and connections to Landlord's fire sprinkler system.

9. For food tenants, provide cut sheets of all kitchen equipment exposed to public view.

Phase IV - Contractor "As-Built" Submittal

After completion of the Tenant's construction, Tenant shall advise the Landlord that the lease space is ready for final review for compliance with the approved plans. In the event that the Tenant premises have not been constructed in accordance with said approved drawings, the Tenant shall not be permitted to open the premises for business until the premises comply, in the reasonable exercised judgement of the Landlord, in all respects with said approved drawings, applicable codes, life safety standards, and Landlord requirements. Prior to the release by Landlord to open for business the Tenant Contractor shall submit for record to the Landlord, one (1) set of "As-built" reproducible mylar drawings indicating all field revisions and layouts of all mechanical, electrical, plumbing, and Life Safety systems.

In order to maintain a high level of quality for the mall and tenant image, the Landlord requires that all improvements be approved by the Landlord in writing and in advance of construction. Storefront design, including signage, will be reviewed for compliance with the appropriate Design Criteria. In order to avoid repetition of design and materials, and to maintain merchant's individuality, storefronts will also be judged in context with previously approved neighboring storefronts.

Tenant construction shall proceed only on the basis of approved drawings. Tenant's Contractor must work from a record set of Landlord stamped and approved plans in the field. Changes that occur during actual construction that differ from the approved drawings will require alterations at the Tenant's expense to restore compliance with approved drawings. If existing conditions mandate a change to the approved design, revised design sketches must be reviewed and approved by the Tenant Review Architect prior to contractor proceeding with construction of the revised design work. No drawings are considered approved without the Landlord's "approved" stamp.

It must be understood that the Landlord's approval of the working drawings is for compliance with the Criteria established in this Handbook only. By reviewing these drawings, *the Landlord and its agent(s) assume no responsibility for code compliance, dimensional accuracy, engineering accuracy or completeness of these drawings for construction purposes.* Tenants have total responsibility for compliance with all applicable Federal, State, and Local codes and ordinances. Tenant and/or their contractors are required to submit and procure their own building permits for the completion of their tenant space.

GENERAL DESIGN CRITERIA



The following criteria is intended to spark a creative response to store design. Ultimately, each Tenant's distinctive, exciting and unique store will contribute to the spirit of Willowbrook Mall, providing customers with a thoroughly memorable shopping experience.

Design objectives often change over time to stay abreast of retail design, therefore the existence of a particular condition at Willowbrook Mall does not imply acceptance by the Landlord. New improvements are expected to comply with the current criteria and surpass the majority of existing storefronts in quality of design, innovative store interiors, display techniques, and level of finishes. The long term goal of this Criteria is to bring to life a new vision of the shopping environment at Willowbrook Mall.

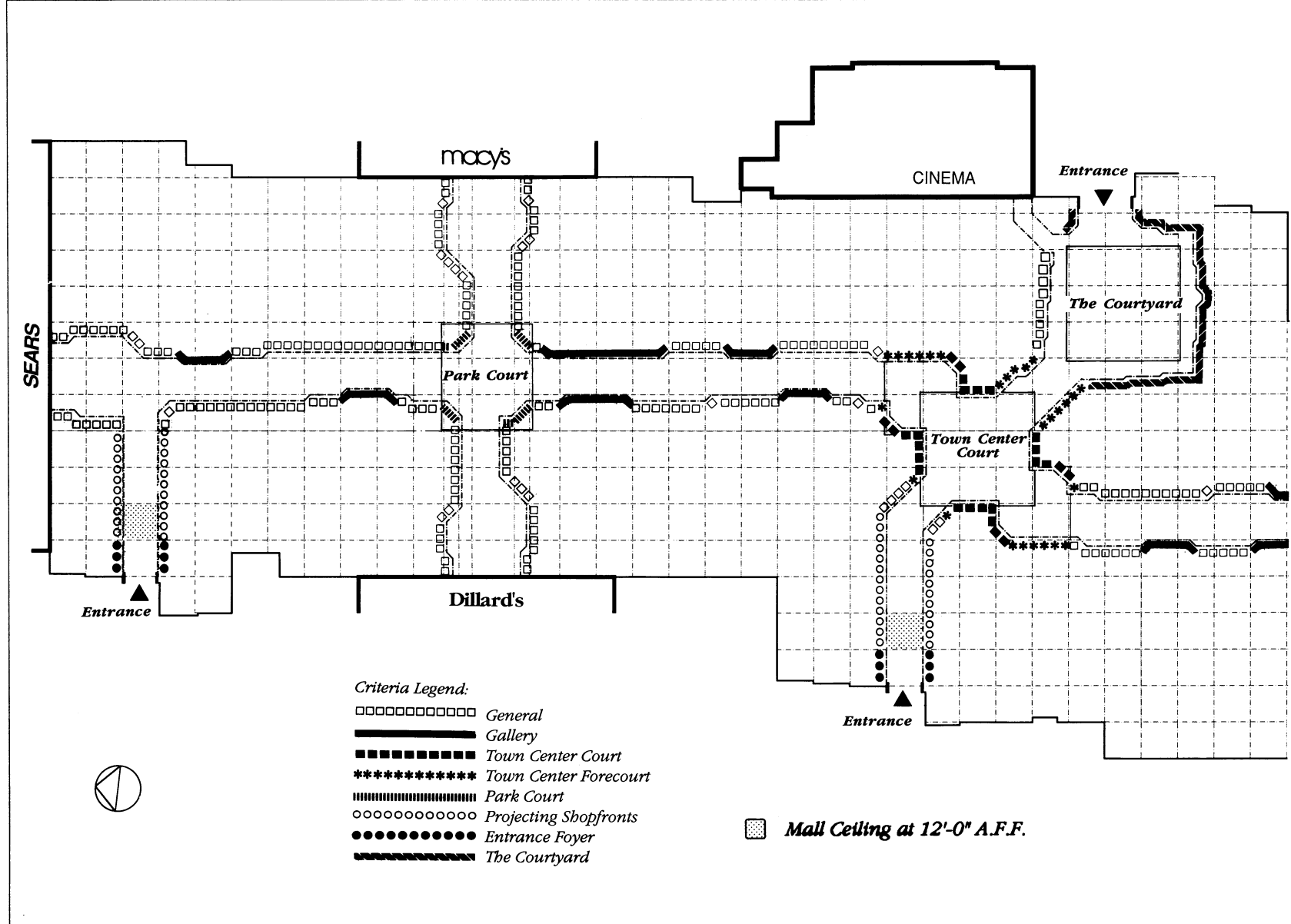
The Criteria has been established to define a common framework of minimum standards for quality and design which are compatible with the above philosophy, as well as the new design and image for Willowbrook Mall. The Criteria is intended to encourage freedom of individual expression in store design and to set forth a common

point of departure for the benefit of all Tenants.

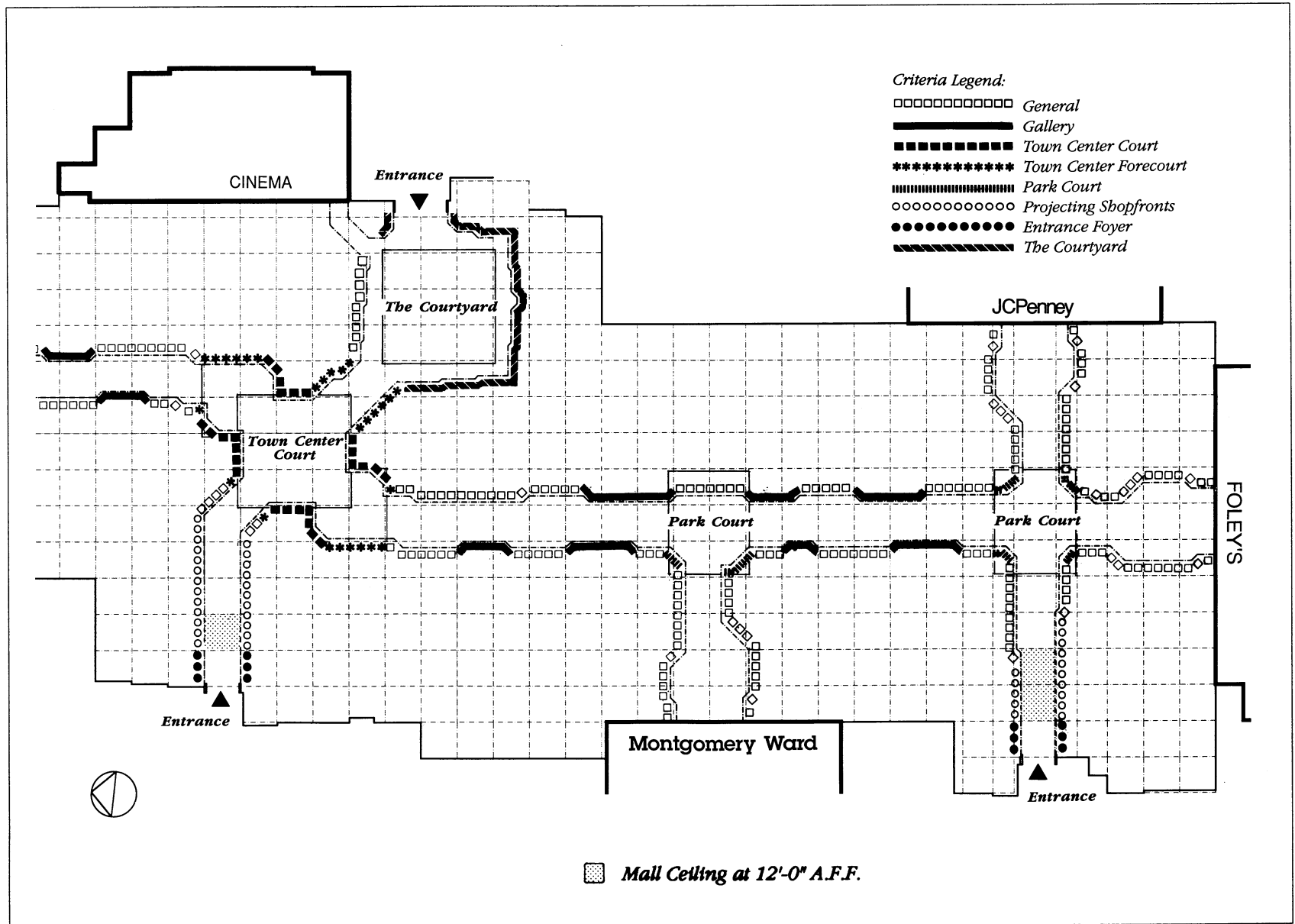
General Design Criteria pertaining to storefront design, materials, colors, signage, interiors and lighting must be addressed by all Tenants. In addition, stores must adhere to the Specific Design Criteria, which is determined by their location in the mall and their specific architectural context. Each store will be reviewed on an individual basis in the context of the overall mall so as to ensure diverse and creative design solutions.

Illustrations are provided to assist in conveying design concepts as a stimulus to the Tenant's Architect. These illustrative sketches are not meant to be interpreted literally.

Any modifications of, or deviations from, these Criteria must be reviewed with the Landlord and will be subject to approval by the Landlord.



North Segment Plan



South Segment Plan

Storefronts within Willowbrook Mall are intended to display merchandise in an exciting promotional manner. The extensive use of glass allows the Storefront Design Zone, together with integrated signing and lighting, to be an extension of the merchandising area reflecting the type of merchandise sold. Design control should not be limited to the closure line, but should extend into all visible aspects of the store.

Storefronts

1. The neutral piers and bulkheads will be provided by the Landlord. All other storefront elements will be designed, fabricated and installed by Tenant at Tenant's expense, except as noted otherwise.
2. Storefront construction shall extend from the floor slab to the horizontal bulkhead above the finished floor.
3. Unless otherwise restricted, Tenants may recess their storefronts for no more than 40% of the entire width of the demised premises. The remainder of the storefront construction shall be on the Tenant lease line.
4. Totally open storefronts, for

the entire width of the Tenant premises, are prohibited. Unless otherwise restricted, Tenants are permitted an opening no more than 40% of the entire width of the demised premises.

5. Where storefronts are recessed behind the Lease Line, the Tenant is required to extend the basic mall edge band floor tile from the Lease Line to the storefront closure line. Tile will be furnished by the Landlord at Tenant's expense and for Tenant's installation.

6. Any storefront located on an angled Lease Line shall keep all construction on the Tenant Lease Line. Entries at these areas are prohibited except as may be allowed in the Specific Design Criteria. These storefronts shall be fully glazed.

7. All storefronts, excluding doors, shall have a 6" minimum high base of durable material coordinated with the storefront design and approved materials. This base must be provided on all storefronts or display windows.

8. The Tenant's storefront may have two (2) open entry ways, only with approval of the Tenant Review Architect, if the Tenant's

storefront faces onto two (2) mall concourses, or a major court and concourse and if storefront length exceeds 40'-0".

Design Zone

The Design Zone is the special area behind the Lease Line facing the common area of the mall and typically extending 4'-0" into the Tenant area. This area has been established to ensure Tenant merchandise displays at the storefront will occur in a quality setting. The Design Zone includes all display windows, all signs and graphics, display fixtures, lighting, cabinets, finishes, and colors.

1. The Design Zone shall be separated from the rest of the store interior by the use of an expressed Design Line at the ceiling plane, floor plane and at the walls. This Design Line can be defined by a change in material or finish, a change in dimension, a change in plane, or a reveal.

2. Elevated platforms and their surfaces or floor surfaces within the Design Zone shall be finished with high quality materials and are subject to Landlord approval. Carpet is prohibited.

3. Soffits or ceiling shall be a minimum of 12'-0" above finished floor.

4. The soffit within the Design Zone shall be of gypsum wall board or finished in same material as the storefront.

5. Sales counters, racks of clothing, table displays, and stock shelving are not permitted within the Design Zone except as allowed by the Specific Design Criteria.

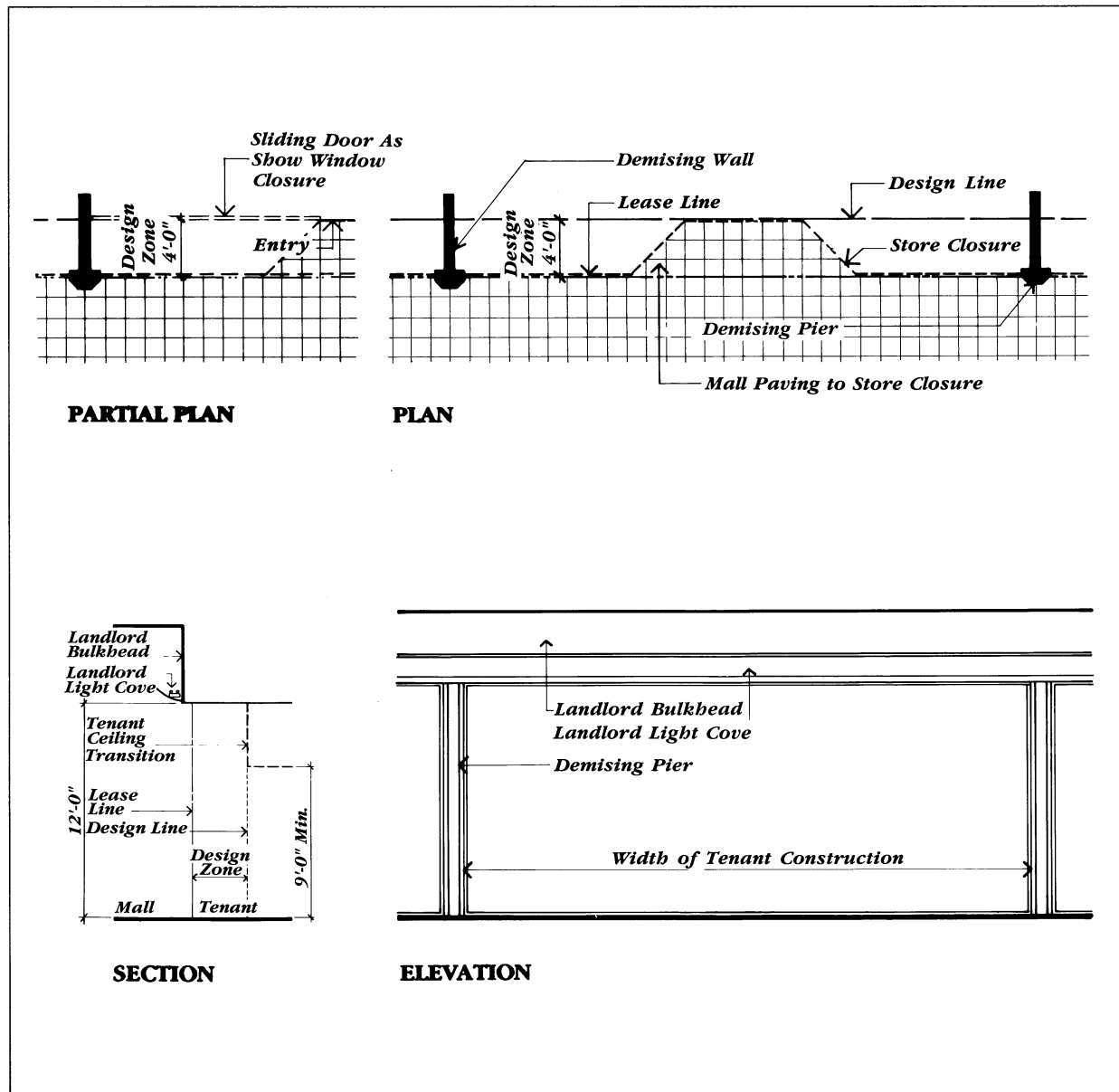
6. Electronic surveillance monitors located adjacent to the Tenant's entry must be integrated into the storefront design or concealed within the interior's architectural elements and cannot be freestanding or suspended from the entry soffit.

Storefront Closure

The following are possible means of storefront closure. Please note that the type of closure may be limited by the Specific Design Criteria

1. Recessed out-swinging doors including frameless glass doors on pivots, such as Herculite or equal. Such doors shall not extend past the Lease Line when fully open.

2. Single track, frameless Herculite-type sliding glass doors shall be enclosed in a door pocket or partition when open, or become the rear enclosure of the display floor.



Storefront Diagrams

window. Sliding glass door which becomes rear enclosure of the display window would occur at the design line. This fully glazed sliding door may stack one light behind the storefront parallel to the Lease Line. Any stacking door enclosure parallel to the storefront Lease Line is to be part of the storefront design and/or graphic treatment and is subject to Landlord approval. Opaque sliding doors will not be permitted.

3. Vertical overhead rolling, storefront sliding grilles in straight link rectangular pattern (Lexan grille inserts are prohibited) are permitted behind the design line. All portions of the frame or track that are visible when the grille is open shall be concealed. No horizontal sliding grilles are permitted. Key switches may not directly face the mall. Grilles must be supported independently of Landlord's base building structure.

4. Surface mount all door sill tracks. Slab penetrations are not permitted. The level of the finished floor within the demised premises must align exactly with the mall finished floor at the Lease Line.

5. Glass enclosed fixed display pedestals or fixtures in front of the Design Zone must be designed with materials and finishes to match the storefront. No moveable display or sales fixtures will be allowed in the Design Zone except behind the display windows or store enclosures.

Storefront Finish Materials

Willowbrook Mall requires high quality materials and well-executed construction details. Certain materials are required to achieve a special character. Other materials and their applications, acceptable perhaps in other malls, may not be appropriate in the design concept for Willowbrook Mall, and will not be permitted. Thus, some Tenants may be required to use alternate materials and construction methods which differ from their more conventional stores.

Approved Finish Materials

Use of the following materials may be used on storefronts and within the Design Zone.

1. **Stone:** Cut stone such as marble, granite, sandstone, limestone, and slate.
2. **Hardwoods:** Oak, maple,

walnut, cherry, and mahogany. All hardwood employed in conjunction with storefront work shall be kiln-dried and must have a natural or clear stained finish or quality painted finish.

3. **Glass:** Glazing of tempered or laminated safety glass, back painted glass, glass block, and etched, beveled, or sandblasted glass is encouraged.

4. **Metals:** Brass, bronze, copper, stainless steel, and chrome in polished, brushed, or textured finishes. All exposed aluminum framing in storefront design will have a quality applied electrostatic colored finish complementing the storefront design and will be subject to Landlord approval. Natural aluminum finishes are not allowed.

5. **Paint:** Paint applied per industry standard. Painted gypsum wall board will be allowed only on soffits in smooth or orange peel texture.

Prohibited Finish Materials

Use of the following materials is strictly prohibited on storefronts and within the Design Zone:

- Plastic laminates of all kinds.
- Rough-cut lumber and barn siding.
- Vinyl tile or sheet vinyl.
- Simulated versions of brick, stone, or wood.
- Pegboard walls and pegboard fixturing systems.
- Vinyl wall covering or wallpaper.
- Cork tile or other cork products.
- Carpet or fabrics.
- Natural aluminum finishes.
- Stucco.
- Shingles.

Lighting

All lighting within the Design Zone must be of a high quality, capable of illuminating and highlighting merchandise displays in a favorable way to create a comfortable, pleasant, and inviting atmosphere within the store, and a warm flowing ambiance within the mall.

1. Accent/merchandise lighting within the Design Zone shall maintain a minimum of 75 foot candles and a maximum of 150 foot candles.
2. Low voltage halogen type lighting, recessed or surface track

is recommended for high visual impact on merchandise. Only incandescent lighting is permitted for the Design Zone.

3. All show window lighting shall be controlled by time clocks and illuminated during mall business hours.

4. All vestibules created by recessed entries shall be illuminated with recessed downlights.



Tenant interiors shall reflect a total store design concept by physically extending the storefront theme into the store interior, while presenting merchandise in a favorable manner and creating a comfortable, pleasant, and inviting atmosphere. The store interior is defined as the area behind the Design Zone.

Ceilings

The ceiling is an integral part of the store design, and as such requires appropriate emphasis. The ceiling helps define the character of the store and when properly designed will enhance the store's appearance. The Tenant may not use a ceiling in one plane throughout the store. Through the use of coffers, drywall soffits and bulkheads, an interesting ceiling design will result.

1. Ceilings shall be of the following:
 - a. Painted gypsum wall board;
 - b. 2' x 2' lay-in regular system with revealed edge;
 - c. concealed spline system;
 - d. wood;
 - e. metal;
 - f. or a higher quality material approved by the Landlord.
2. An "open" ceiling approach may be utilized in particular areas of the Tenant's interior where appropriate and approved by the Landlord.
3. Maximum allowable ceiling height is 12'-0".
4. Minimum allowable ceiling height is 9'-0".
5. 2' x 4' flat profile lay-in acoustical tile ceilings are not permitted.

Lighting

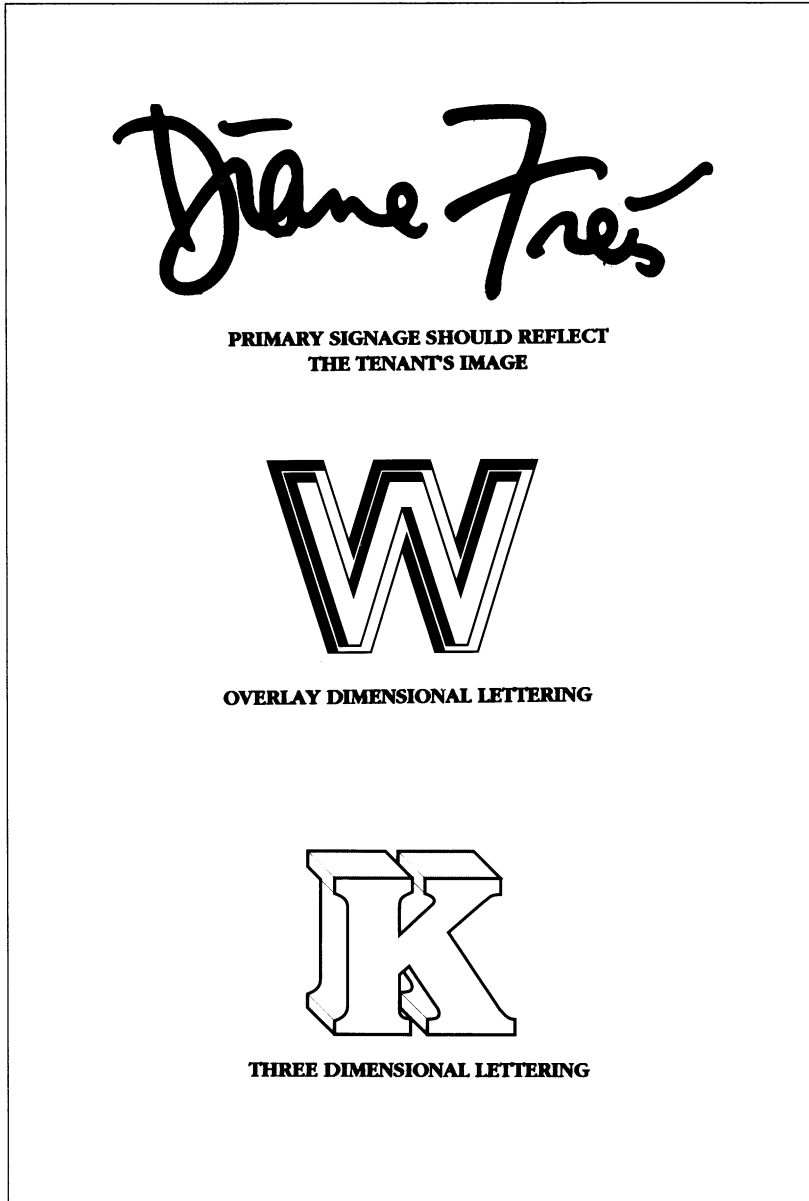
1. All lighting shall be approved by the Landlord.
2. Ambient light levels shall maintain an average of 20 foot candles.
3. The color temperature of all store interior lighting should be equivalent to that of incandescent lamps.
4. Fluorescent fixtures, if used in the public areas of the store, shall be recessed and shall employ a 4" deep minimum parabolic type louver. White acrylic eggcrate or acrylic prismatic lenses are not permitted.
5. Bare lamp bulbs must be shielded from the common area.
6. High Intensity Discharge (H.I.D.) lighting shall not be used.
7. General store lighting shall be glare-free type fixtures.
8. The use of decorative type lighting such as luminaire ceilings, chandeliers, pendant units wall units, or clear type glitter strips are permitted only if the location is approved by the Landlord. No strobe, spinner, or chase type lighting shall be used.

Service/Exit Doors

1. Tenant service/exit doors shall be supplied, installed, and painted by Tenant, and must comply with local building codes/regulations and Landlord specifications.
2. Door shall be 3'-0" wide by 7'-0" tall and swinging in the direction of egress. Door shall be provided with a UL Class B fire rating and painted the Landlord's standard color.

Flooring

1. Acceptable Floor Finishes:
 - a. Carpet
 - b. Hardwood
 - c. Ceramic Tile
 - d. Porcelain Tile
 - e. Stone Tile (marble, granite, slate, etc.)
2. The color, quality and/or weave of all carpet must be suitable for high traffic.
3. Use of vinyl asbestos tile or vinyl sheet goods is prohibited.
4. Poured acrylic floor finish is prohibited.
5. Tenant must provide a finished floor within premises. An exposed finish concrete slab floor is not acceptable.



Sign Details

Creativity, uniqueness, and high quality graphics shall be characteristic of the signs at Willowbrook Mall. Signs will be reviewed on the basis of how well they integrate into the architectural storefront elements to form an attractive composition. To create storefront graphics cohesive with the storefront design, it is suggested that Tenants consult a Graphic Designer.

Each Tenant must identify his premises by primary and secondary signing (where applicable) at the Tenant's expense. Primary sign refers to Tenant's sign about the entry. In specific areas, secondary signage such as blade signs, plaques, and awnings have been added as a design bonus to tenants in order to strengthen the image qualities of the mall. Refer to the Specific Design Criteria section for further detailed sign requirements. All signs, including colors, materials and designs are subject to Landlord approval. Before proceeding with signs or graphic fabrication, detailed shop drawings must be submitted to the Tenant Review Architect for approval. The Tenant shall design, fabricate, and install all signs subject to the following criteria:

Signage Allowed

1. Primary storefront identification signs shall be limited to the Tenant's trade name as approved in the lease or as otherwise approved in writing by the Landlord.
2. No sign, advertisement, notice or lettering other than store names shall be exhibited, inscribed, painted, or affixed on any part of any storefront or have visibility from or to the mall unless specifically approved in writing by Landlord. This shall include moveable or portable signage used for temporary display or programs.
3. When a storefront has two or more elevations, a second sign may be permitted with specific approval by the Landlord. Refer to Specific Design Criteria for added conditions.
4. The Landlord reserves the right to reject any signage which is deemed inappropriate for the mall.
5. Exterior signage will be reviewed by the Landlord on an individual basis.

6. The following sign types are encouraged:

- a. Multi-media signs using combinations of different types of signage.
- b. Halo-reverse channel signs with neon lighting in channel.
- c. Edge-lit, silkscreened on etched glass or acrylic.
- d. Fiber Optics.

7. The following types of signs, sign components, and devices shall not be permitted:

- a. Boxed or cabinet type, except when totally recessed and an integral part of the storefront design and upon Landlord approval.
- b. Cloth, paper, cardboard and similar stickers or decals.
- c. Moving or rotating.
- d. Noise making.
- e. Flashing.

Design Parameters

1. The maximum area of lettering and art used on the storefront shall not exceed one square foot for each linear foot of lease line at the storefront. In no case will the total signing area exceed fifty square feet unless approved in writing by Landlord.

2. The maximum length of lettering used on the storefront primary sign shall not exceed 60% of the projected storefront length and must be a minimum of 1'-6" from any neutral pier.

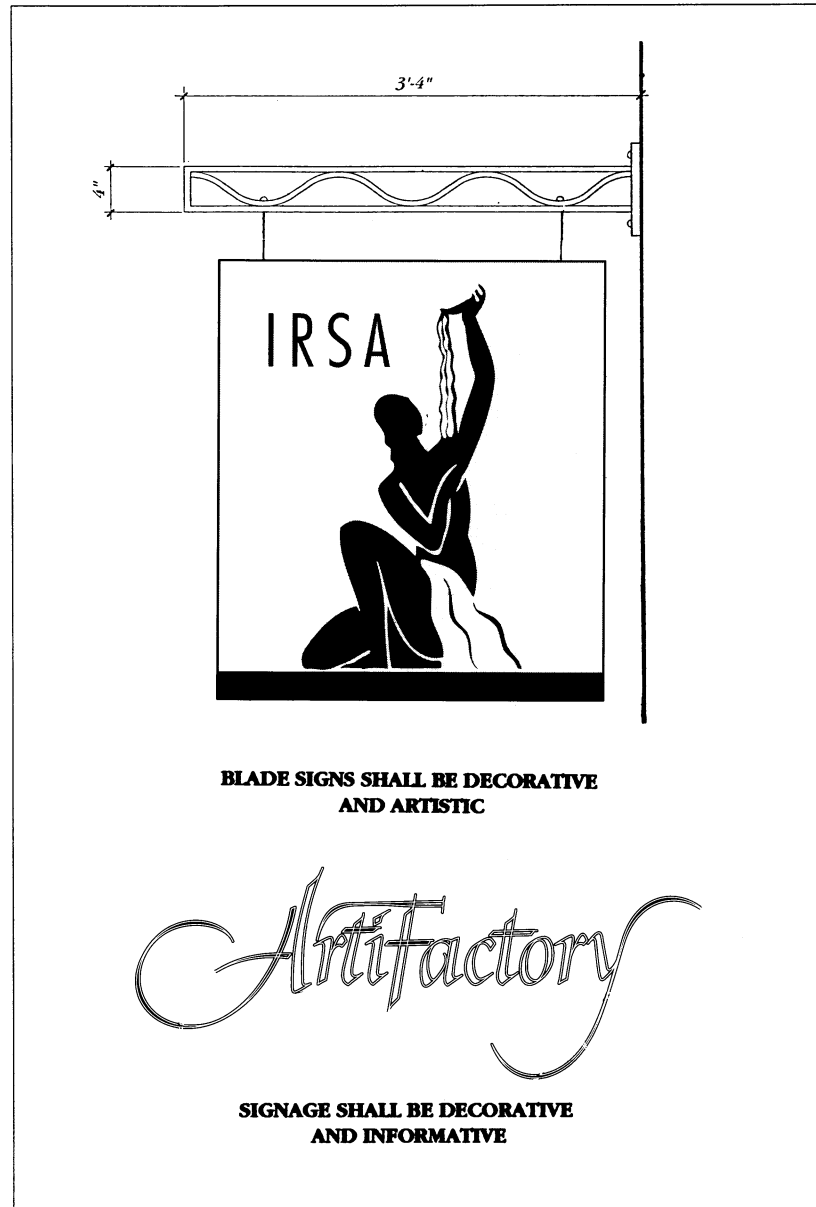
3. The horizontal neutral band or Landlord's bulkhead, where provided above the typical storefront, is not a signband. No Tenant signs shall be allowed on the Landlord's bulkhead or demising system except as otherwise noted in the Specific Design Criteria.

Internally Illuminated Signage

Where illuminated signs are considered, the following restrictions shall apply:

1. Individual dimensional or metal back-lit (halo-effect) letter shall not exceed a maximum height of 18". Each letter shall be a least 2" thick and pin mounted inside storefronts or as per the Special Design Criteria.

2. Internally illuminated channel letters with opaque metal sides and translucent plastic faces shall not exceed 12" in height without special consideration by Landlord.



Sign Details

SPECIFIC DESIGN CRITERIA



Park Court Illustration

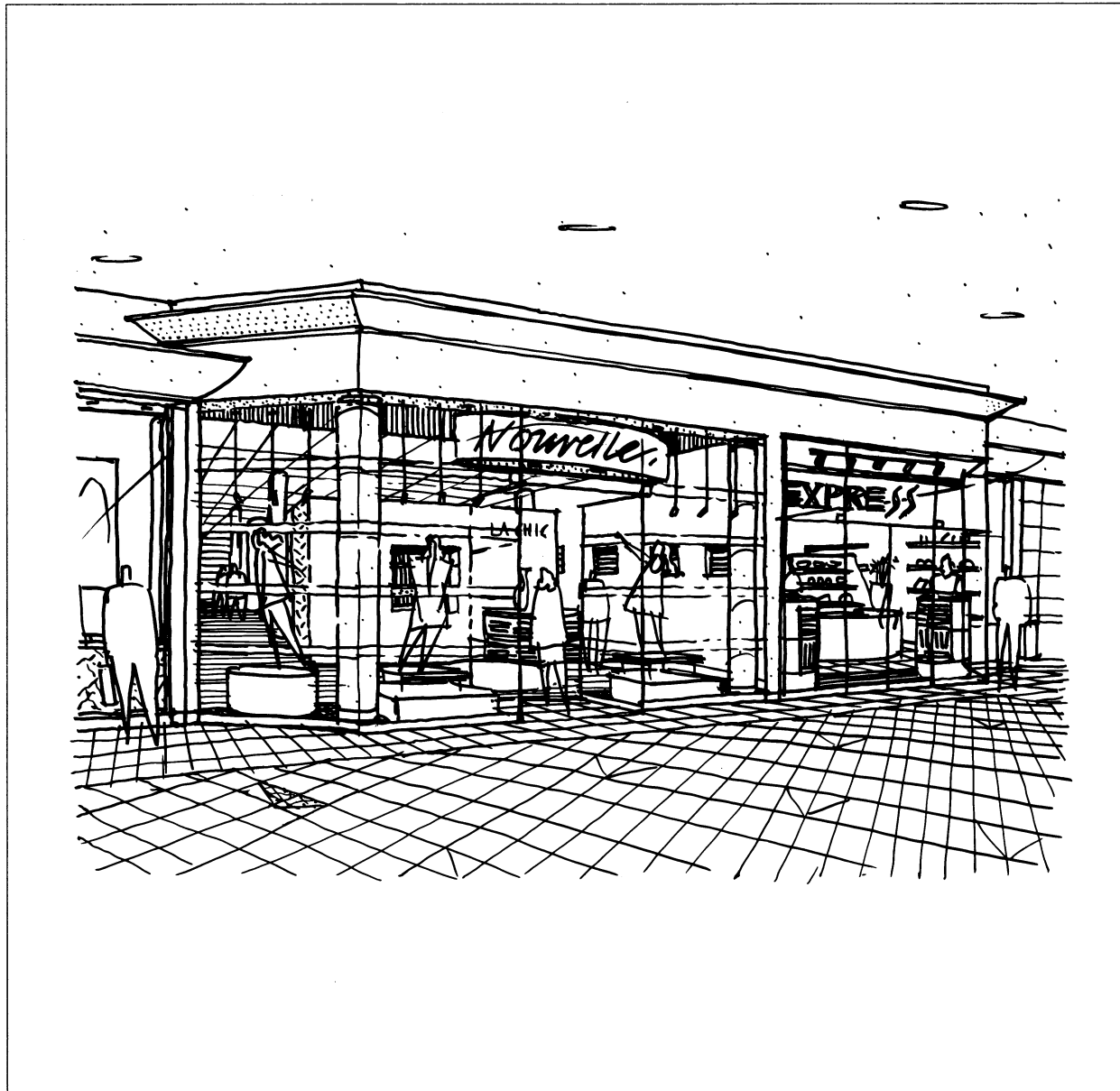
While all tenants are expected to conform to the General Design Criteria, Specific Design Criteria areas in the mall have been established either by design or location, with specific storefront and signage criteria to add visual excitement, diversity and identity to the shopping environment. Conformance to the criteria in each area is mandatory. The Tenant shall determine applicable criteria from the mall floor plans in this manual. The Specific Design Criteria areas are described in detail on the following pages of this section.

Where a Tenant's lease line falls on more than one Specific Design Criteria zone, each portion of the Tenant's storefront shall follow the specifications outlined within each Specific Design Criteria.

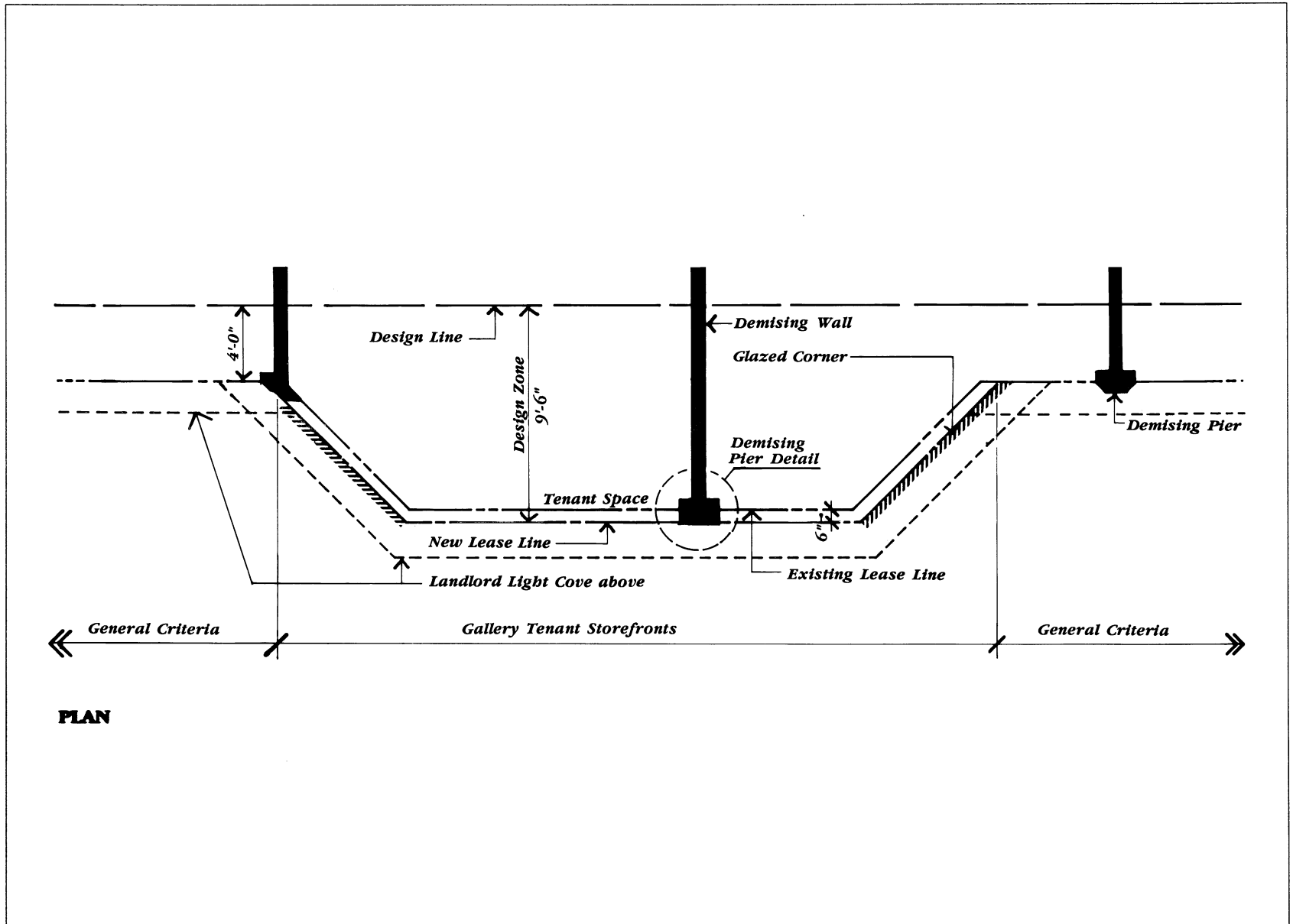
As outlined in the introduction, Willowbrook Mall will consist of areas reminiscent of interior galleries and of exterior plazas, to provide orientation and distinction within the Center.

Gallery areas were inspired by museum spaces in which works of art are displayed, where natural light is limited and artificial light is used to great advantage. Here, cove lighting visually defines and lifts the ceiling, allowing the storefronts to become the center of interest.

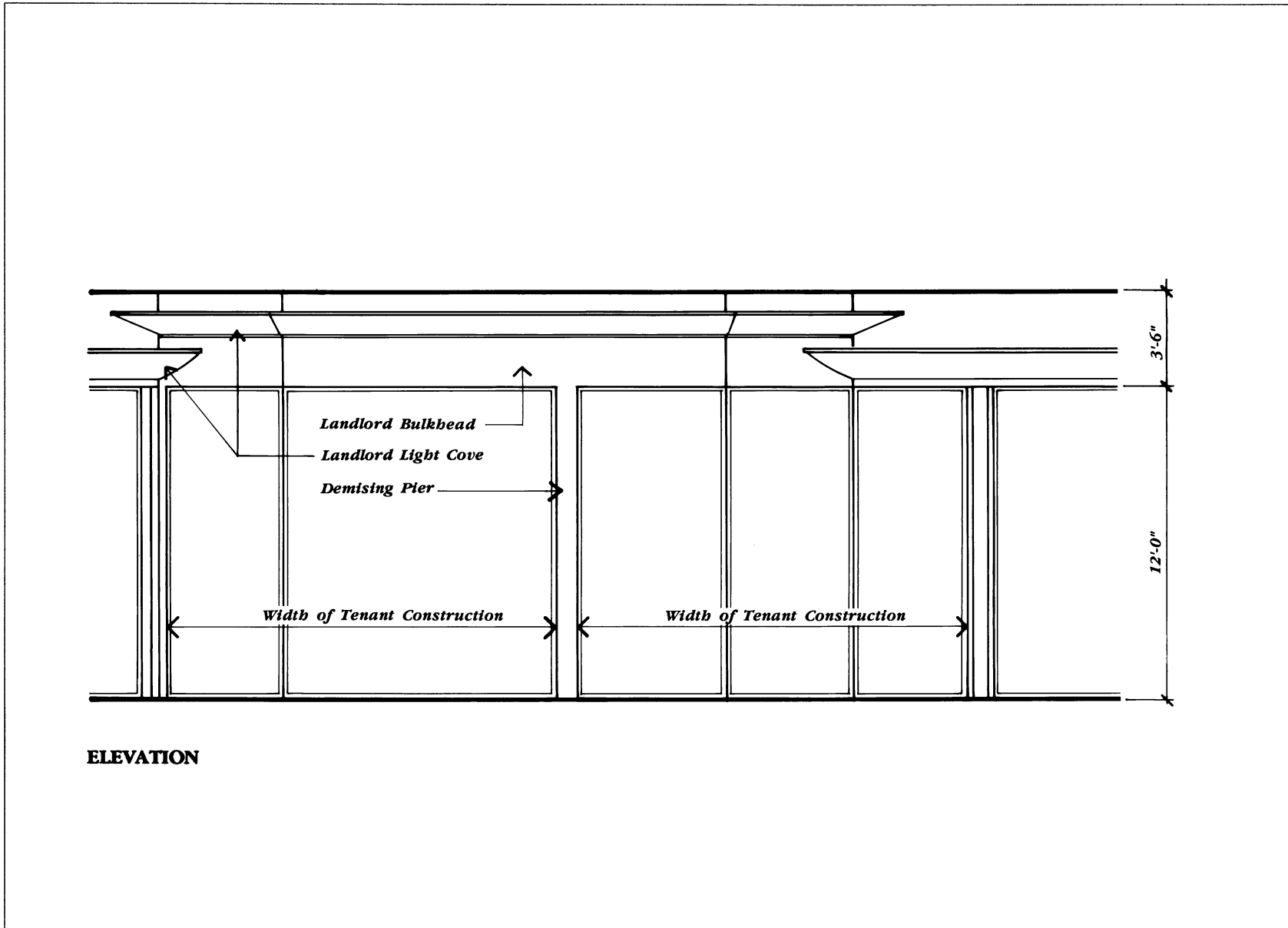
Two storefront conditions occur in the mall concourse, relating to the bay window-like projecting storefronts. These projections are treated as large display cases in a gallery, topped by a distinctive cornice moulding which serves to give interest to the space. Tenants must conform to criteria meant to define these "display cases" and create glazed storefronts which reinforce this concept and creatively and tastefully display their merchandise. General Criteria tenants which have a more solid character will create the planes from which the display case storefronts project.



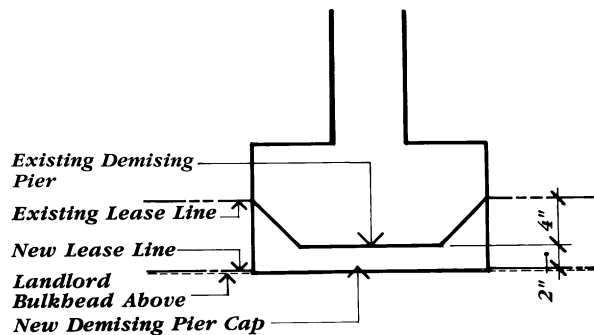
Gallery Tenant Illustration



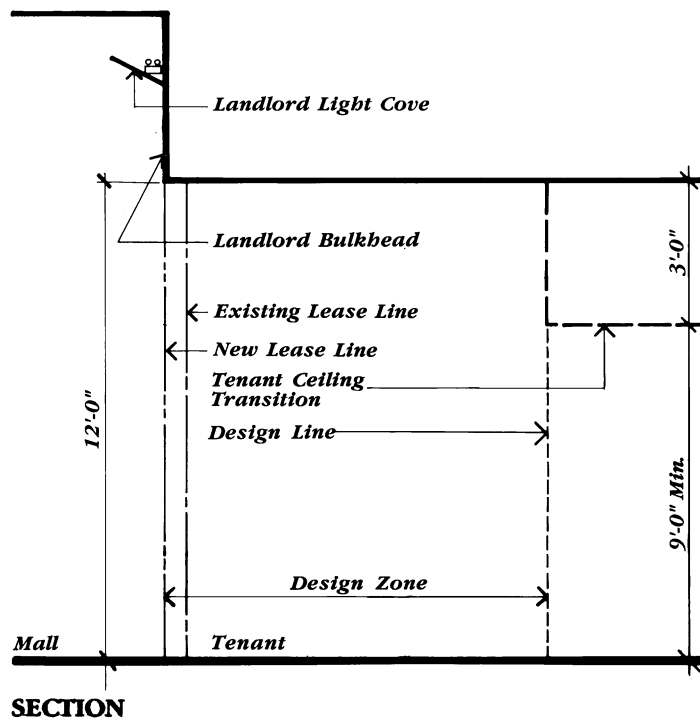
Gallery Tenant Diagrams



Gallery Tenant Diagram



PIER DETAIL



SECTION

1. Overall storefront area shall be 90% glazed.

2. Storefront glazing shall be butt-jointed or a thin line storefront system, and shall be full height to 11'-6" minimum.

3. As a bonus, the lease line has been moved out 6" so as to become flush with the Landlord bulkhead above.

4. Storefronts may recess from the lease line provided a total of 60% remains at the lease line.

5. Storefronts on angled lease lines shall be constructed on the lease line, fully glazed with no openings.

6. Merchandise racks, table displays, and stock shelving are permitted within the Design Zone provided they are no closer than 4'-0" from the lease line and the store closure.

Please refer to General Design Criteria for further Specifications.

Gallery Tenant Diagram

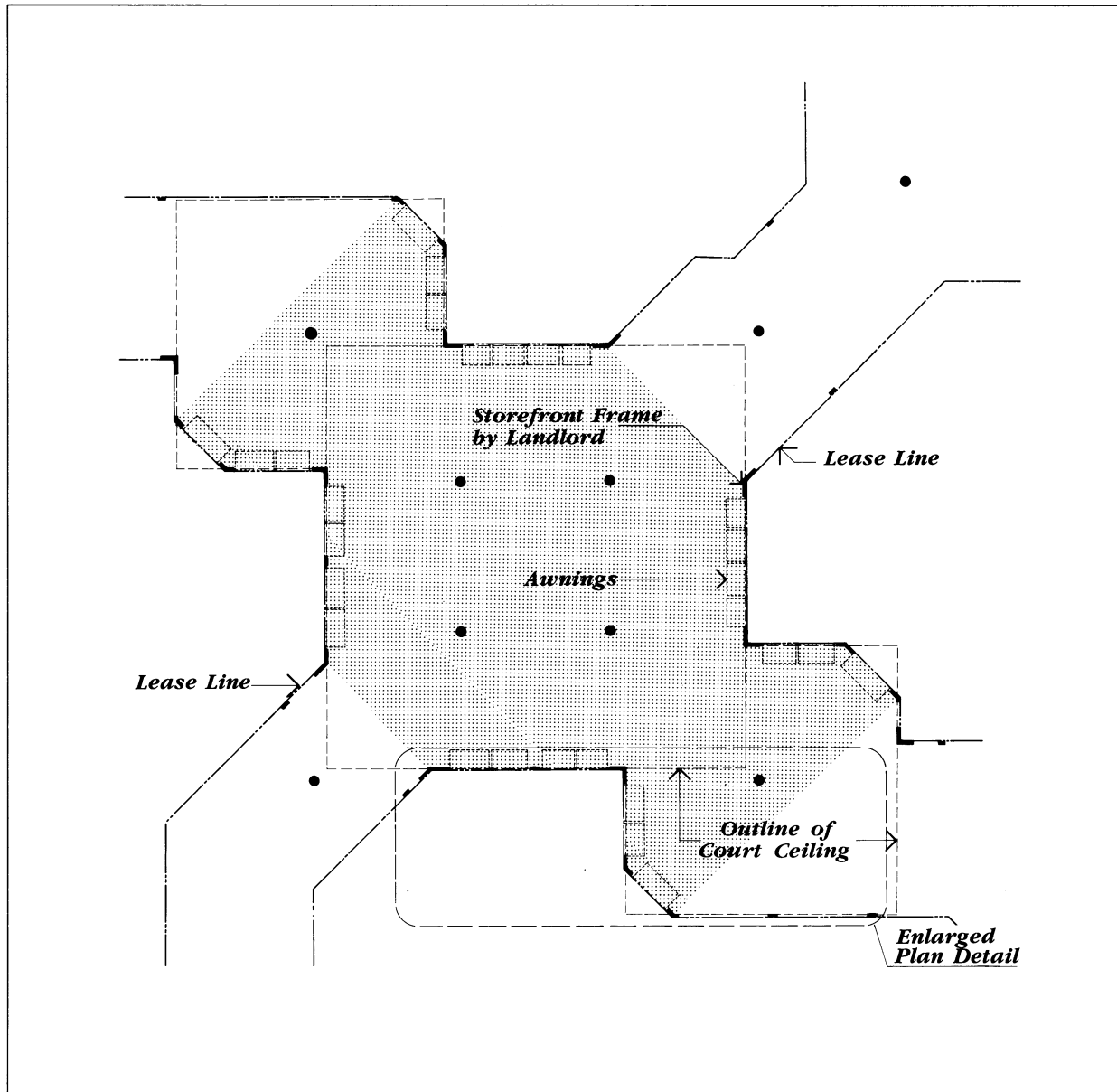
The Town Center Court is at the intersection of several crossroads, forming a nucleus of activity. It is envisioned as a civic space, vibrant with activity for the Willowbrook community. Storefronts in this space naturally inherit prominence, thus storefront designs here become critically important to the concept of Willowbrook Mall.

The design objective of this area is to create an upscale, outdoor streetscape character within the context of buildings facing an exterior courtyard or plaza. The storefront frame, or "building-frame", formal palm tree planting, natural stone paving, and exterior furnishings of the court reinforce this concept. Tenants located in this area have been provided design bonuses in scale, prominence, and character.

Tenants should focus on designing storefronts which reflect a streetscape image. Formal raised display windows with true divided lights are encouraged along with awnings and plaques to help create the exterior character.



Town Center Court Illustration



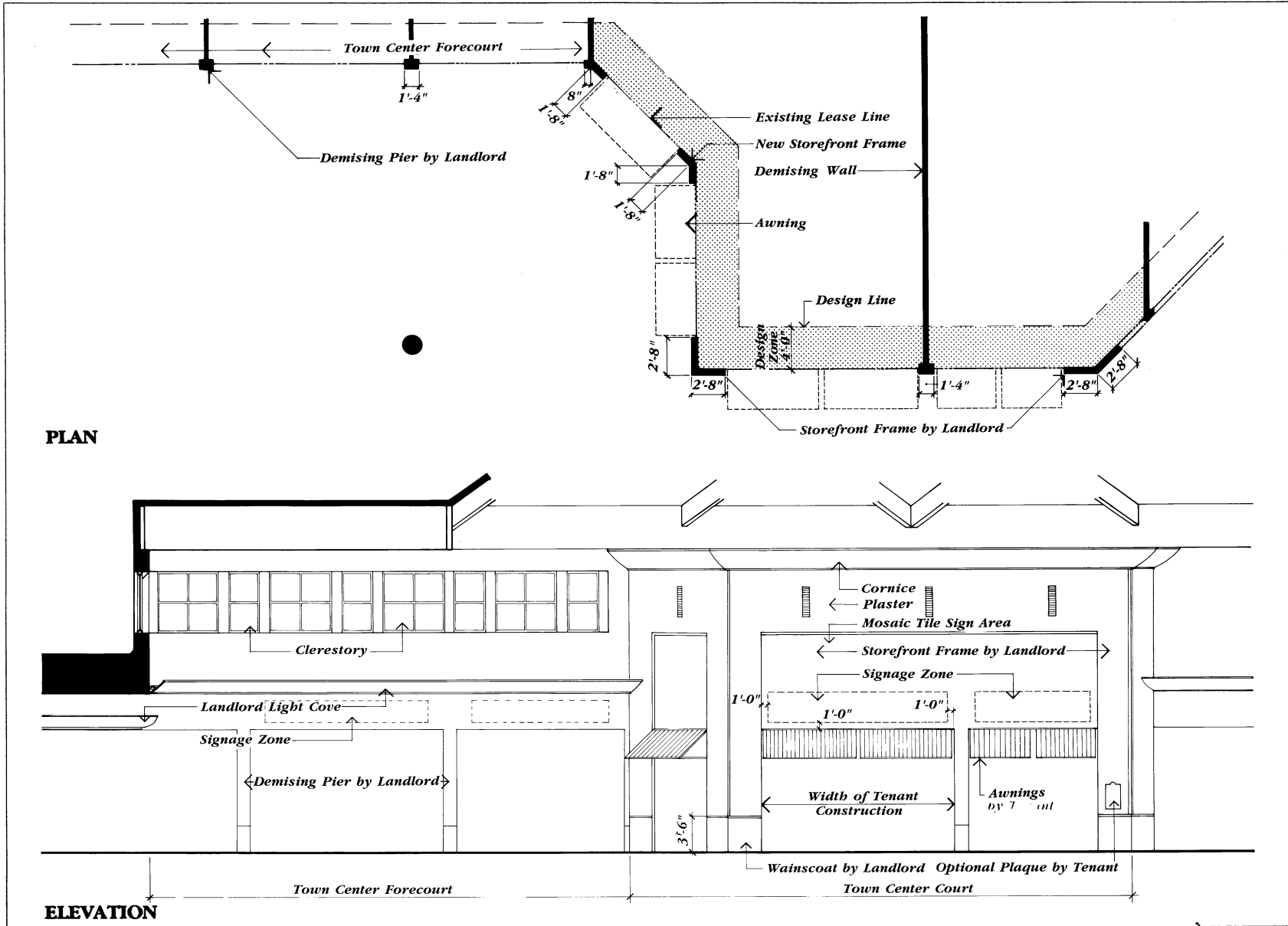
Town Center Court Plan

Storefronts

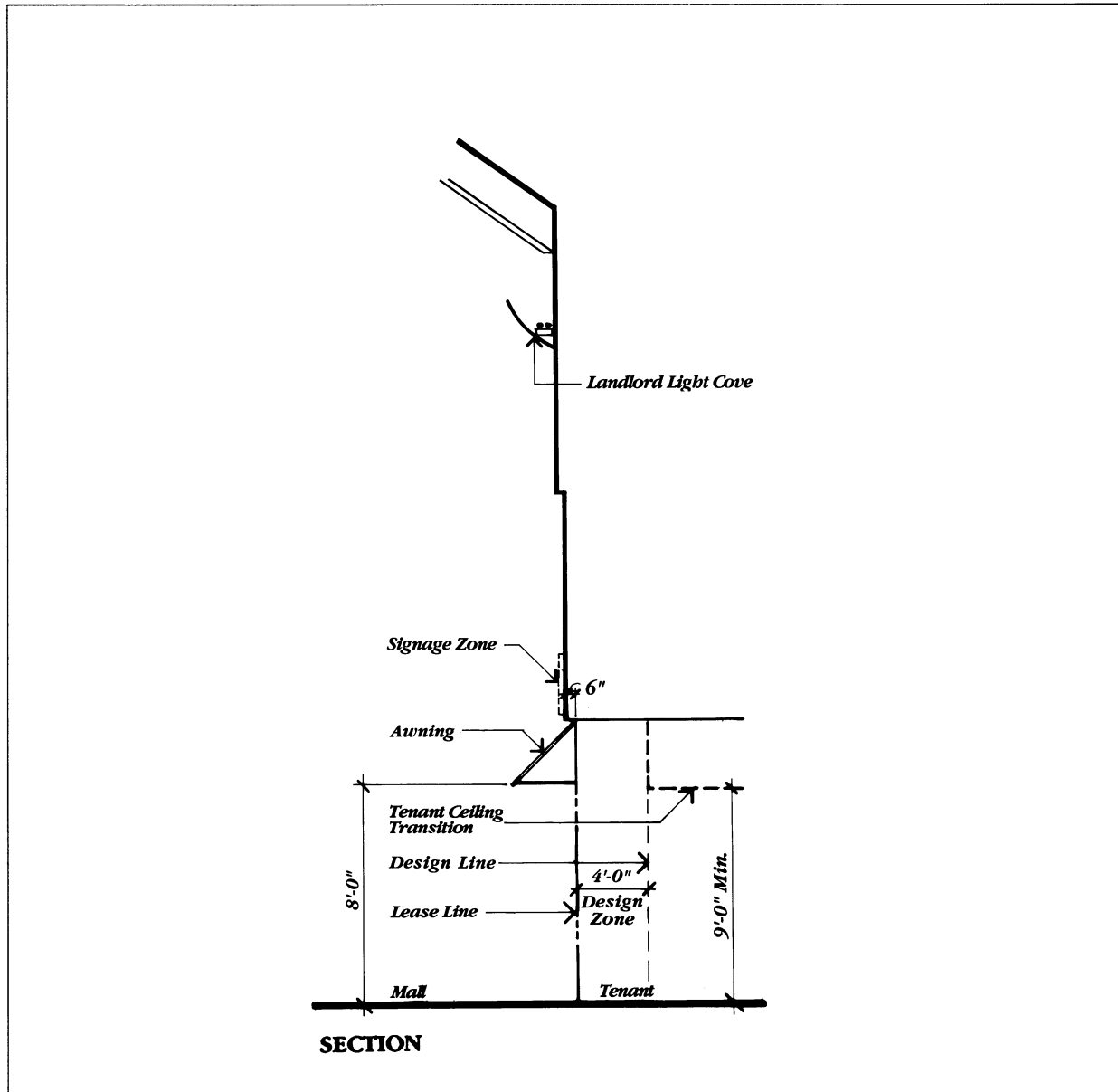
1. 100% of the storefront construction shall occur within the "building frame", and on the lease line. No open storefronts are permitted.
2. Storefront closures shall be limited to swinging doors.

Signage Bonuses

1. Primary signage shall occur on the Landlord's tile-faced bulkhead in the signage zone. Exposed neon or box-type signs are not permitted. Exterior-like signage is encouraged:
 - a. Pin mounted, reverse channel letters;
 - b. Dimensional letters, brass, bronze, or copper is encouraged;
 - c. Backlighting is acceptable.
 - d. Primary signs shall be provided with external lighting if not internally illuminated.
2. Individual letters shall not exceed a maximum of 30".
3. Bottom of signage shall occur at 13'-0" above finished floor.
4. Secondary signage/graphic(s) are optional and shall be approved



Town Center Court Diagrams



Town Center Court Diagram

by the Landlord and may include one or more of the following:

- a. Show window graphic in the form of gold leaf or etched glass.
- b. Store logo or graphic silk-screened onto the awning.
- c. Signage or graphics engraved in a metal plaque mounted on the "building frame".

Awning Bonus

1. Each Town Center Court Tenant is required to have a fabric awning. The awning shall be constructed from the Willowbrook standard detail. Awning fabric may be one of the following colors from Sunbrella "Fireresist" Awning Fabric (919) 227-6211:

- a. Terra Cotta #8622
- b. Canvas #8646
- c. Teal Blue #8610
- d. Toasty Beige #8620
- e. Navy #8626
- f. Charcoal #8649

Tenant's awning color must vary from existing adjacent tenants.

2. Mounting height shall be 8'-0" to bottom edge of awning.

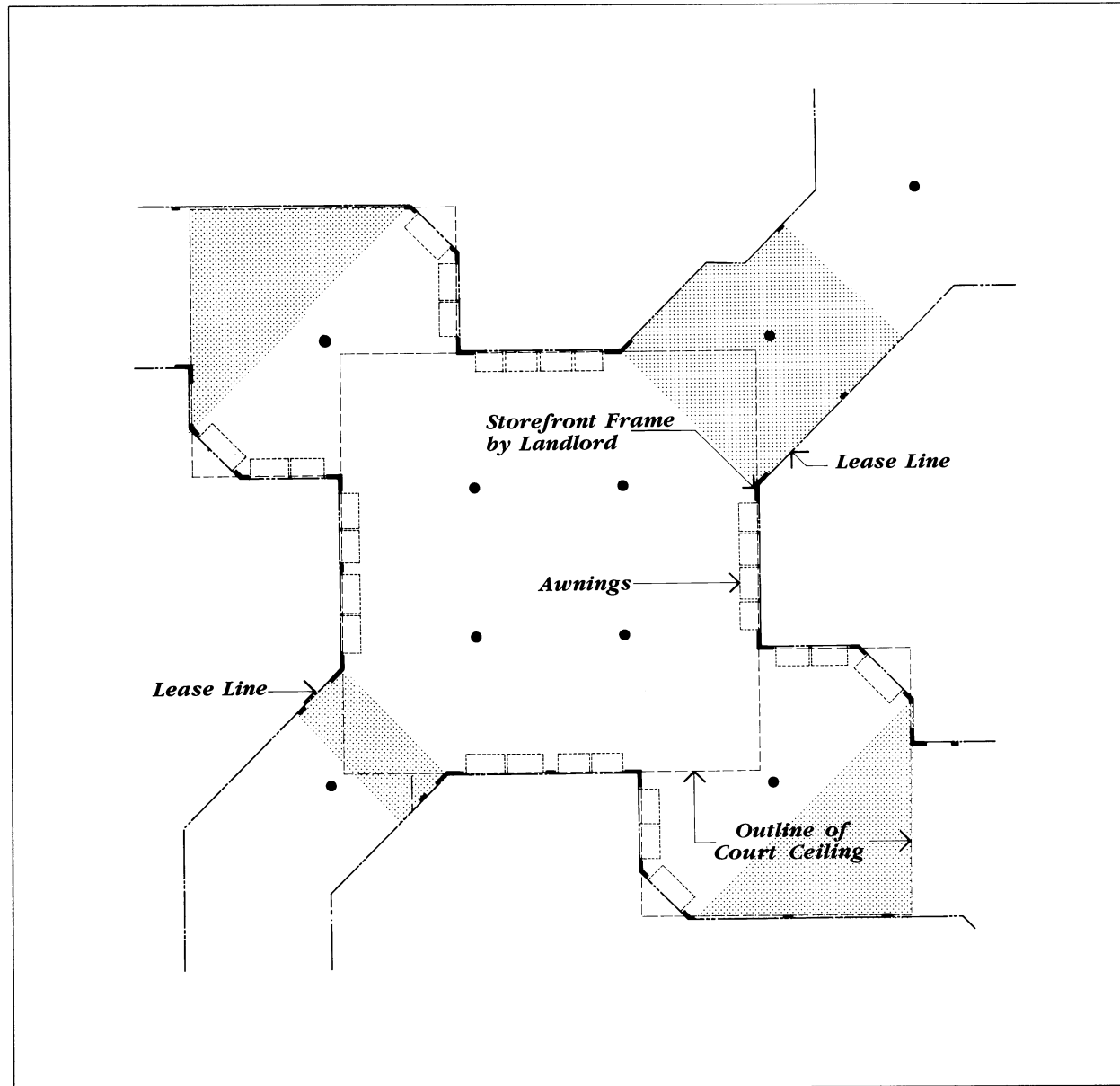
Please refer to the General Design Criteria for further Specifications.

Town Center Forecourt is a extension of the Town Center Court and forms a transitional area to the Mall Galleries. The Landlord has provided storefront frame enhancements in the form of a demising pier with a stone wainscot.

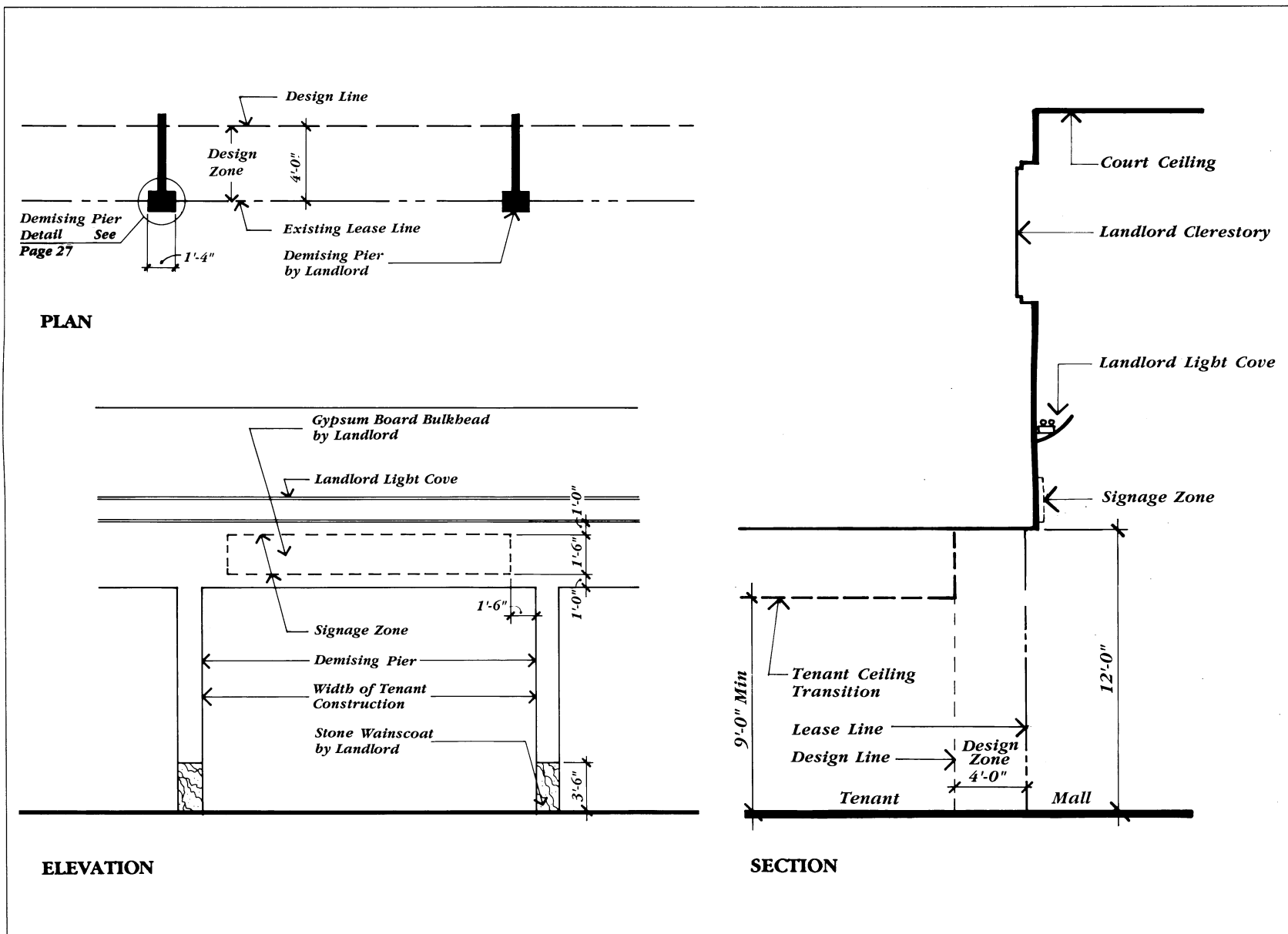
The General Criteria shall apply to these tenants except as noted below:

Signage Bonus

1. Primary signage shall occur on the Landlord's bulkhead in the signage zone. Exposed neon or box-type signs are not permitted. Exterior-like signage is encouraged:
 - a. Pin mounted, reverse channel letters.
 - b. Dimensional letters, brass, bronze, or copper.
 - c. Backlighting or external lighting is required.
2. Bottom of signage shall occur at 13'-0" at finished floor.
3. Height of individual letters shall be limited as specified in the General Design Criteria.



Town Center Forecourt Plan



Town Center Forecourt Diagrams

The Park Courts are subdued and tranquil park-like courtyards filled with the sound of fountains and the interplay of palm tree shadows, surrounded by a grouping of streetscape oriented shops. The tenants anchoring the corners of these courts must provide a special storefront design response to define the courts and take full advantage of their attributes.

These attributes provide many bonuses which are not available in other areas of the mall. The tenant is strongly encouraged to take full advantage of these bonuses:

Storefront Bonus

1. The volume of the court allows the Tenant to construct a storefront expression to 18'-6". Tenant may utilize the existing Landlord bulkhead for its construction or finishes. If the Tenant designs a storefront to 18'-6", the Tenant may extend the lease line 6" into the mall to facilitate construction of this storefront bonus. The construction of the Tenant storefront will be by the Tenant.

2. Some Landlord bulkheads may contain mechanical grilles and duct work. Tenant may modify and incorporate the



Park Court Tenant Illustration

elements into the storefront design with the approval of the Landlord.

3. 100% of storefront construction shall occur on the lease line. No open storefronts are permitted.

4. Storefront enclosures shall be limited to swinging doors.

5. Corners of the storefront shall be opaque for a minimum of 2'-0" in each direction, forming an entry portal. A stone wainscot (marble, granite, etc.) 3'-6" high shall be provided at opaque storefront areas.

6. The transitional area of storefront that falls between the mall concourse and the court shall be provided with a minimum of 2'-0" opaque construction in the form of a pier or column. This element shall occur 8" beyond the edge of the court's high ceiling into the mall Gallery.

Signage Bonus

1. Primary signage shall occur 13'-0" above finished floor in the signage zone. The signage zone shall extend to within 1'-0" of the opaque storefront frame.

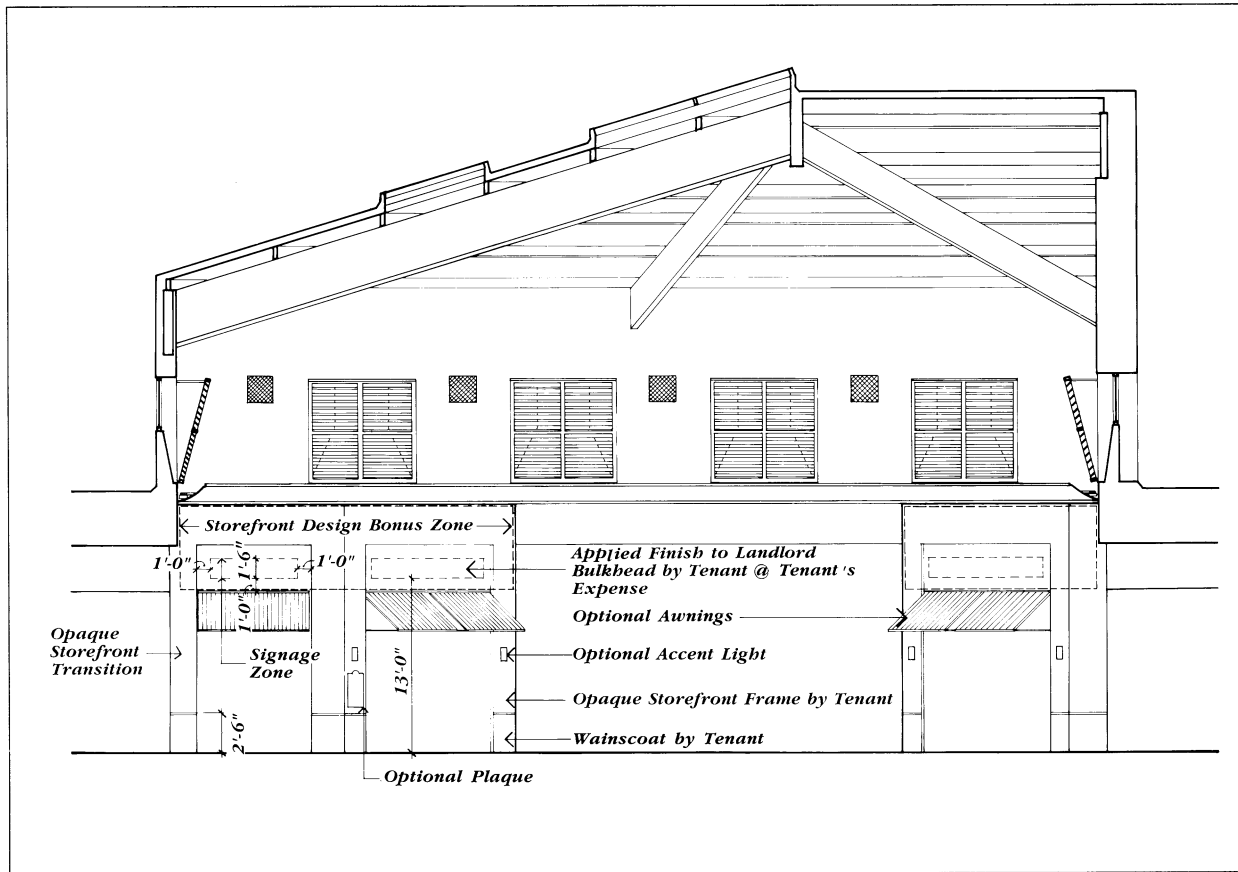
2. Primary signage shall occur on the Landlord's bulkhead in the signage zone. Exposed neon or box type signs are not permitted. Exterior like signage is encouraged:

- a. Pin mounted, reverse channel letters.
- b. Dimensional letters of brass, bronze, or copper is encouraged.
- c. Backlighting or external lighting is required.

3. Secondary signage/graphic(s) are optional and shall be approved by the Landlord and may include one or more of the following:

- a. Show window graphic in the form of gold leaf, or etched glass.
- b. Store logo or graphic silk-screened on the awning.
- c. Signage or graphics engraved in a bronze plaque mounted on the storefront frame.

4. Height of individual letters shall be limited as specified in the General Design Criteria.



Park Court Elevation (Courts may vary)

Awning Bonus

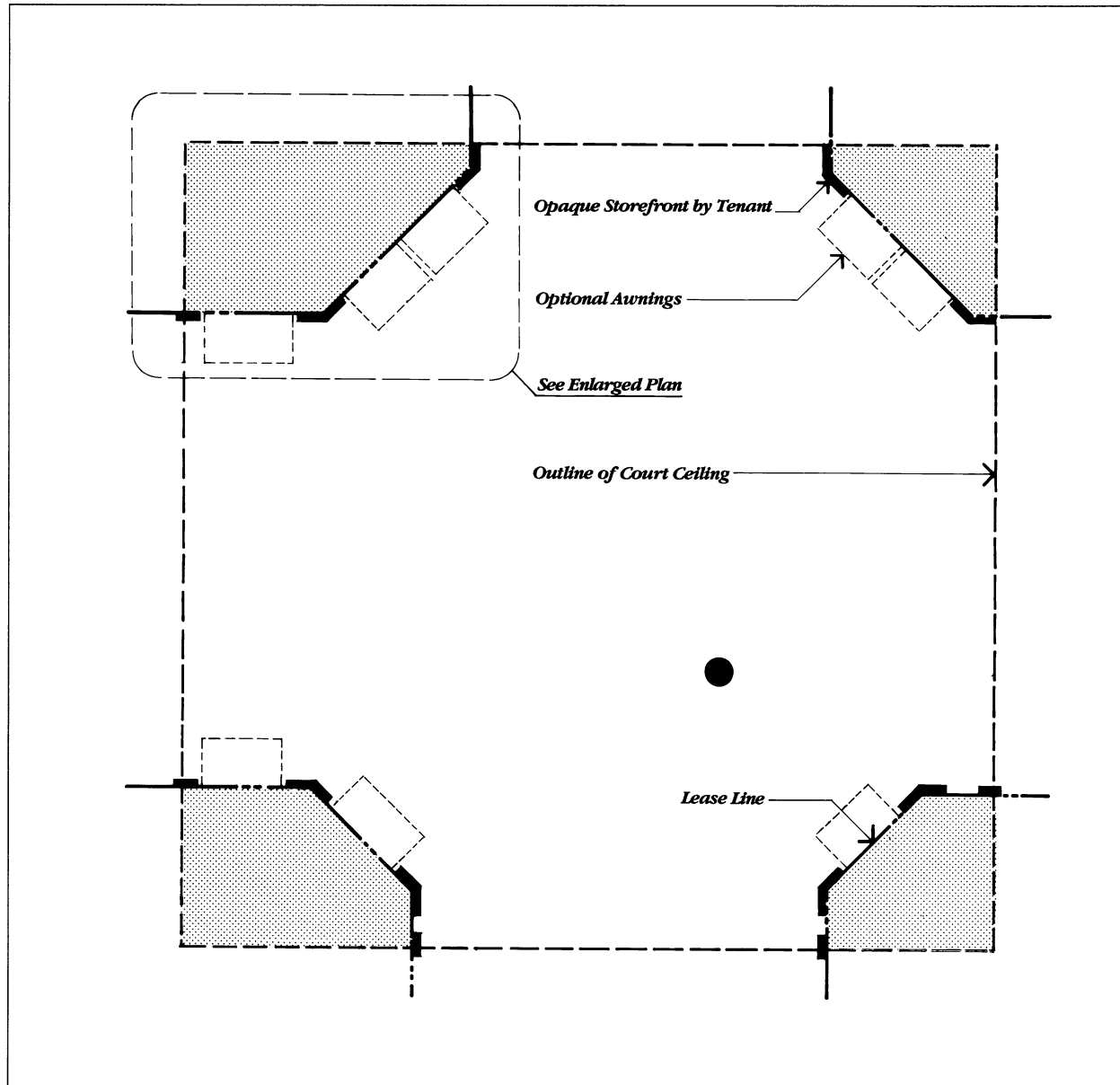
1. As an option, tenants may provide a fabric awning. The awning shall be constructed from the Willowbrook standard detail and mounted 8'-0" to bottom edge. Awning fabric may be one of the following from Sunbrella "Fireresist" Awning Fabric (919) 227-6211:

- a. Terra Cotta #8622
- b. Canvas #8646
- c. Teal Blue #8610
- d. Toasty Beige #8620
- e. Navy #8626
- f. Charcoal #8649

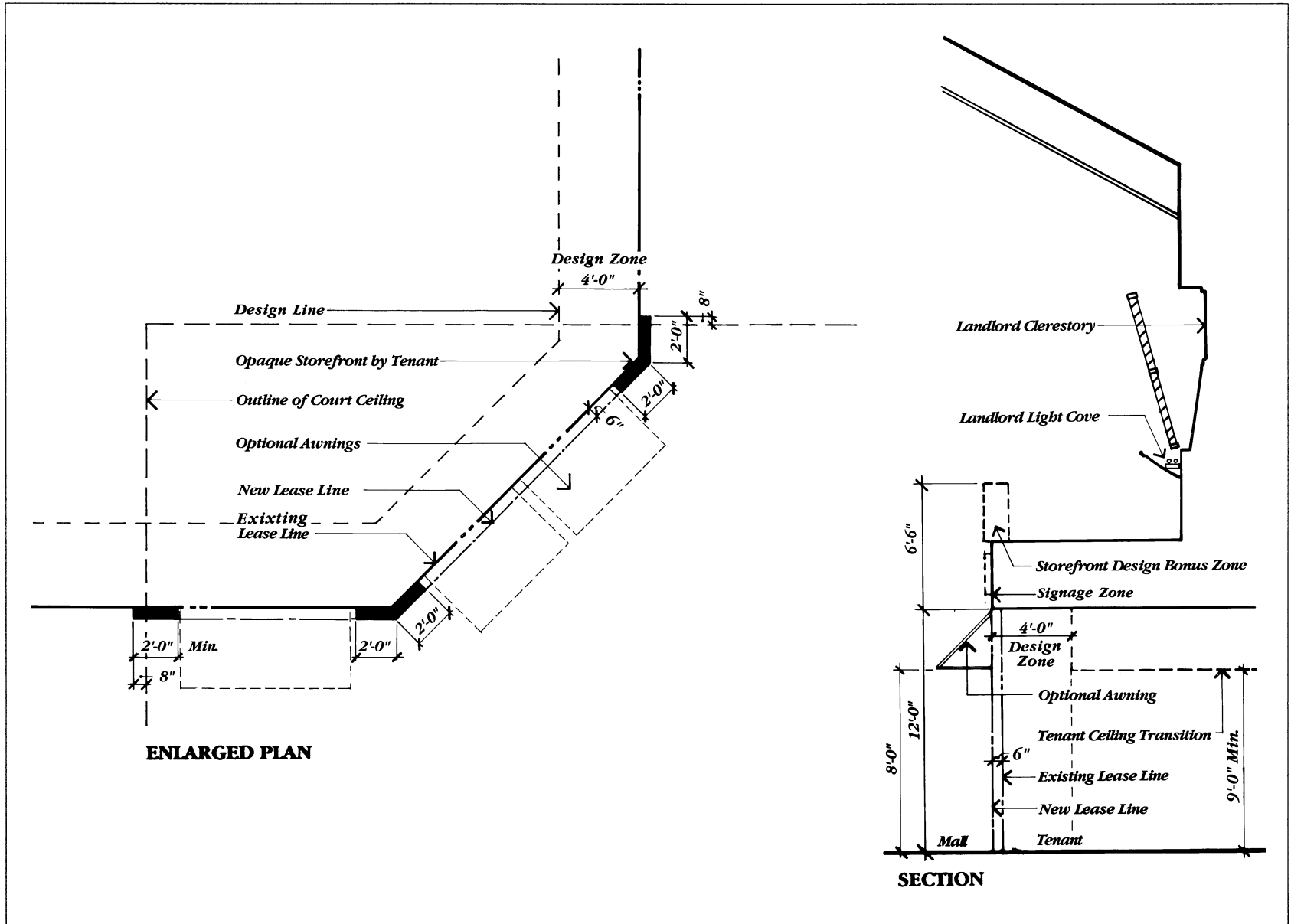
Accent Lighting Bonus

1. At the Tenant's option, and with Landlord approval, the storefront design may include decorative exterior wall mounted accent lights on each side of the entry portal. The bottom of such lighting may be no lower than 7'-0" above finished floor.

Please refer to General Design Criteria for further Specifications.



Park Court Plan (Courts vary)



Park Court Diagrams

Entrance malls will become an integral element of the new design concept, with the addition of new skylights which will transform them into sunlit "exterior streets" lined with shopfronts.

Tenants will be provided the advantage of projecting their storefronts, or rather shopfronts, which will reinforce the streetscape character and improve the visibility and distinctiveness of their storefront. Tenants are encouraged to take full advantage of the three-dimensional design opportunities this criteria allows.

Storefronts

1. Storefronts are required to project 75% of their frontage from the lease line into the mall within the projecting storefront zone inscribed by the new lease line. The remainder of the storefront must remain on the existing lease line.
2. The storefront projections shall be a maximum of 3'-0" from the existing lease line.
3. The storefront projections shall start a minimum of 3'-0" from the center line of the demising piers.

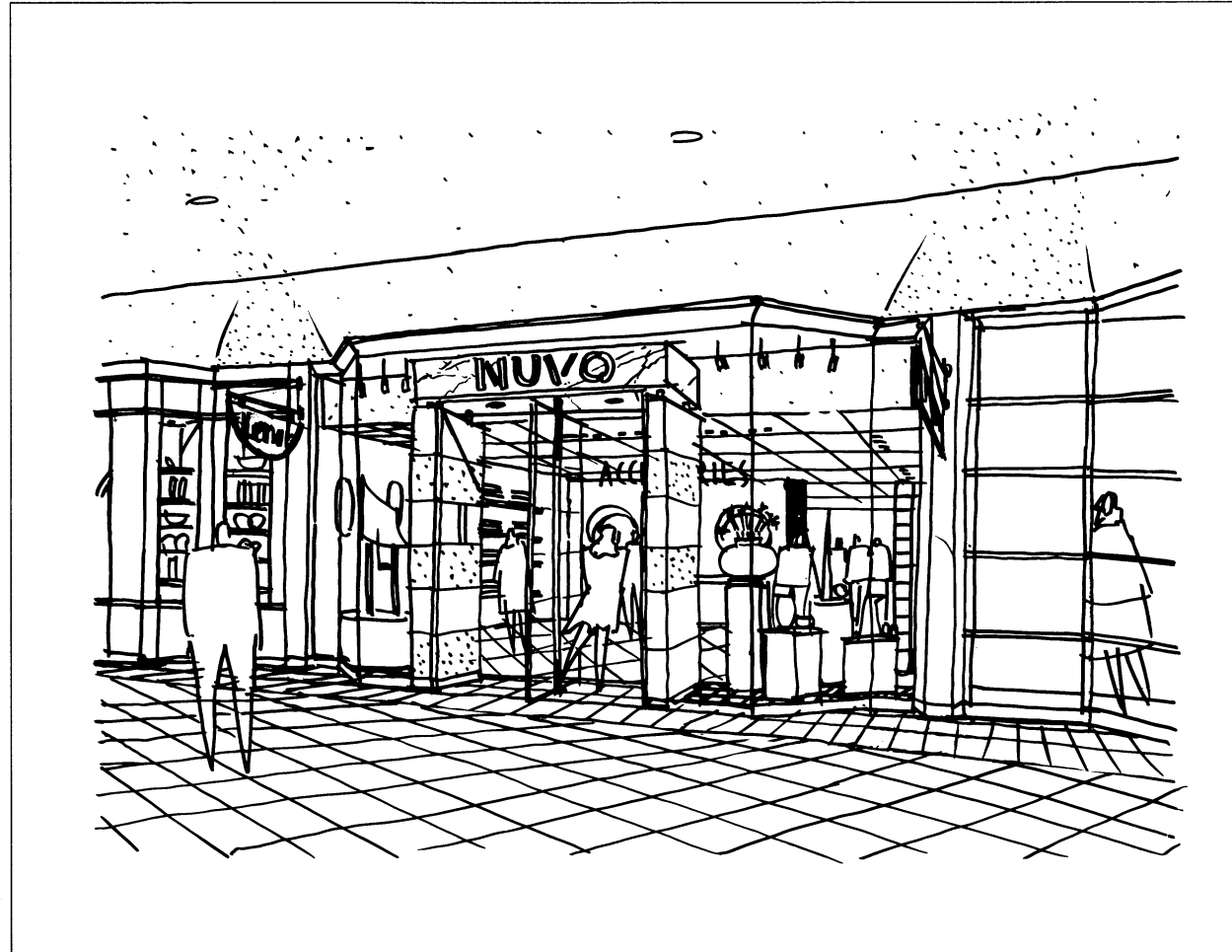
4. The overall storefront area shall be a minimum of 65% transparent.

5. The storefront projection shall be 12'-0" in height with a flat opaque top. Recessed in this

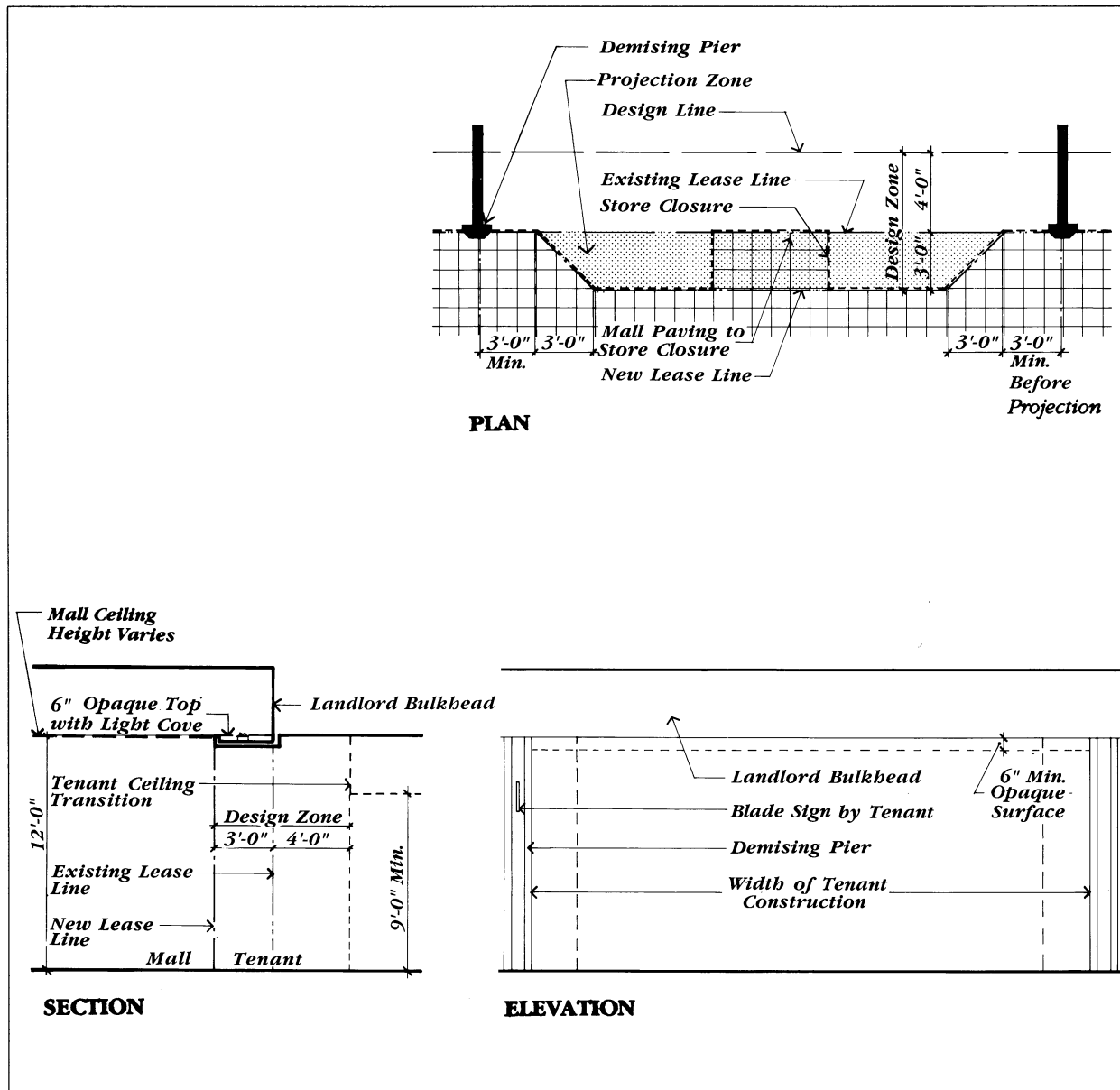
top, the Tenant will install a continuous, warm white fluorescent light cove. The light cove will be controlled by a timeclock with hours established by the Landlord. At some locations where the mall ceiling

is 12'-0" above finished floor, no light cove is required. At these locations, the Tenant shall construct the storefront so that it is abutting the mall ceiling.

6. The Design Zone soffit shall



Projecting Shopfront Illustration



be no lower than 11'-0" above finished floor. Refer to the diagram and General Design Criteria for further Design Zone specifications.

Storefront Entries

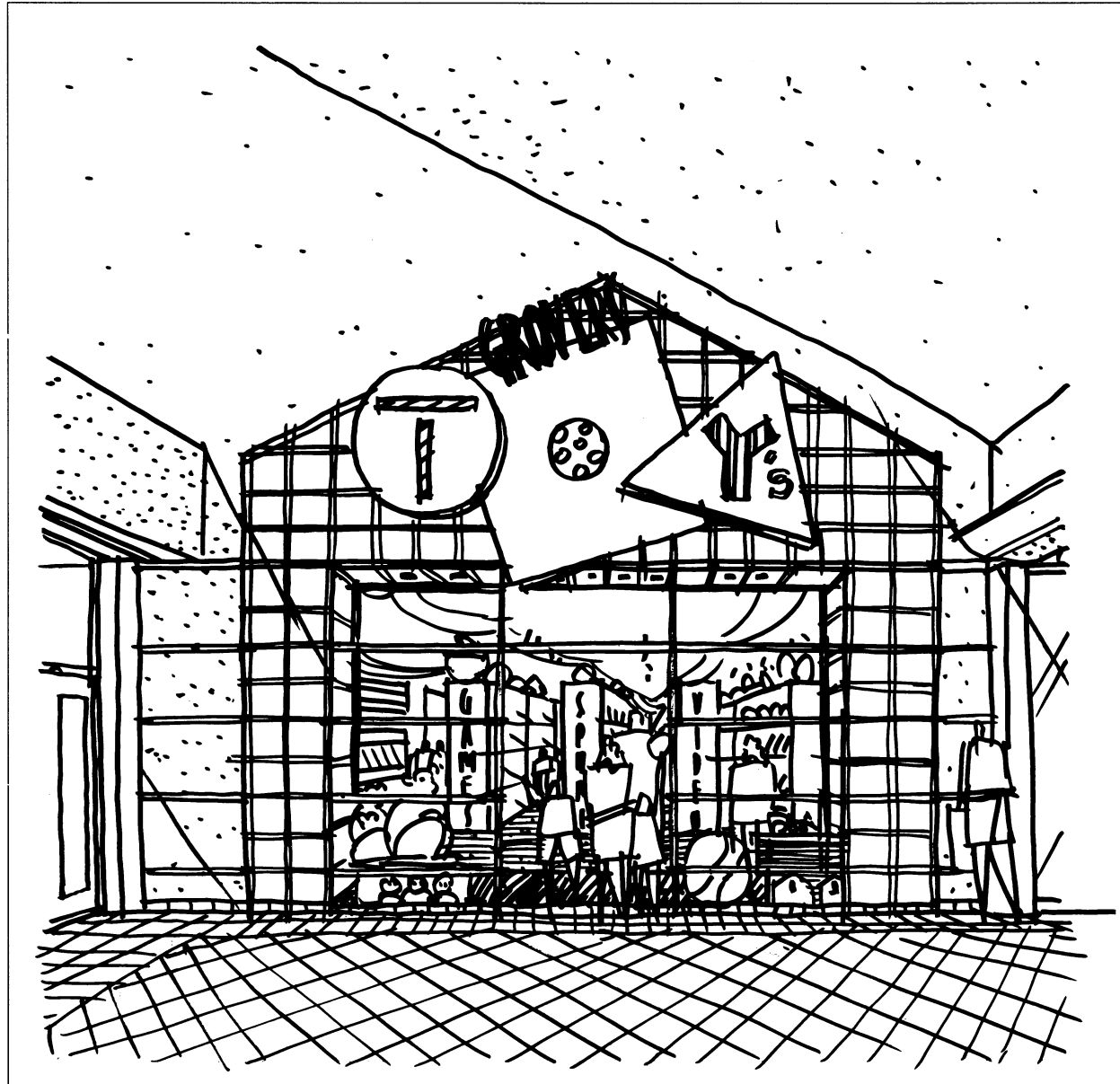
1. The entry recess shall be at least 3'-0" in depth from the lease line.
2. The ceiling of the entry shall be a minimum of 9'-0" above finished floor, constructed of gypsum wallboard or storefront materials, and lit with recessed incandescent lighting.

Signage

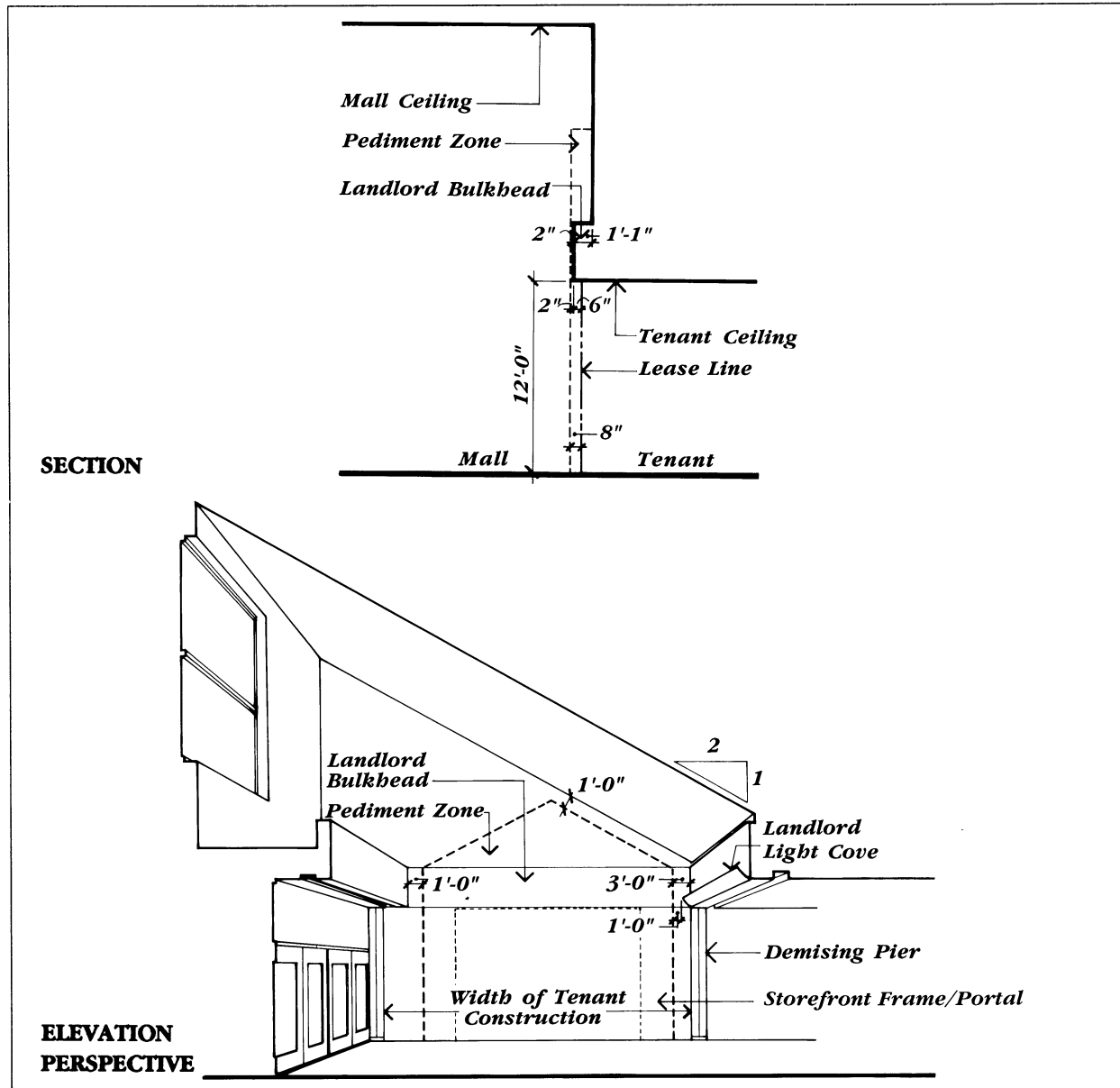
1. Secondary signage is allowed in the form of blade signs. Refer to the Sign Criteria for details.

Please refer to General Design Criteria for further Specifications.

The generous space that occurs at all typical entrances provides an opportunity for Tenant storefronts to expand beyond typical constraints and create bold, inventive three-dimensional storefront designs which establish their identity and add to the vitality of the shopping street. These storefronts may project into the design zone as detailed below.



Entrance Foyer Illustration



Entrance Foyer Diagrams

Storefront Bonus

1. A pediment zone extending from the top of the storefront opening at 12'-0" above finished floor to within 1'-0" of all surrounding wall, ceiling, and bulkhead construction is an optional portion of the storefront.
2. In using the pediment zone, the Tenant shall provide visual support, to the floor, of the pediment element. The composition of these elements may take the form of a portal or storefront frame. This portal or storefront frame may project from the lease line by 8" to facilitate construction.

Signage

1. Signage may occur anywhere within the pediment zone or storefront.
2. Three dimensional signage elements may project out 18" from the existing bulkhead.
3. A projecting blade sign may be utilized as outlined within the General Design Criteria.

Please refer to General Design Criteria for further Specifications.



The Courtyard Tenant Illustration

The Courtyard is a festive food marketplace adjacent to the Town Center Court. Food tenants fill the arcade which rings a public dining plaza, much like vendor stalls encircle a traditional marketplace. The sights, sounds, and aroma of food preparation fill the senses and create a festive atmosphere.

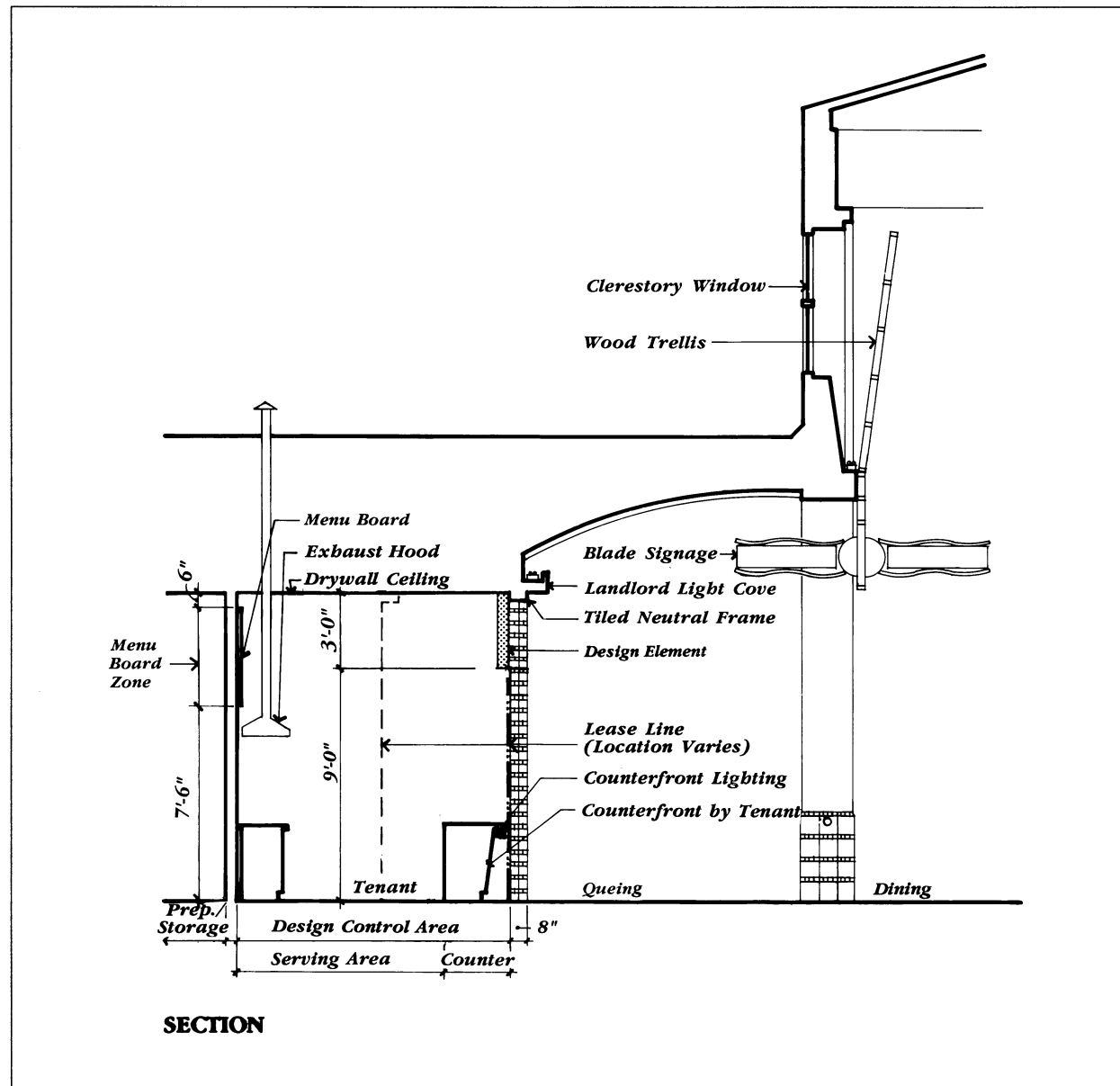
Natural light filtered through palms and trellis work, and the soothing sound of water in a central fountain reinforce the sense of al fresco dining. The Courtyard is a welcome gathering place for family and friends to share a unique dining experience.

A tile surround establishes a common link between tenants and sets the stage for food presentation. The merchandising concept requires that a maximum number of tenants sell and display their merchandise at the counterfront to reinforce the atmosphere of a marketplace. There is a challenge for the Tenant and his Architect to create bold and imaginative store designs that enhance the overall dining experience.

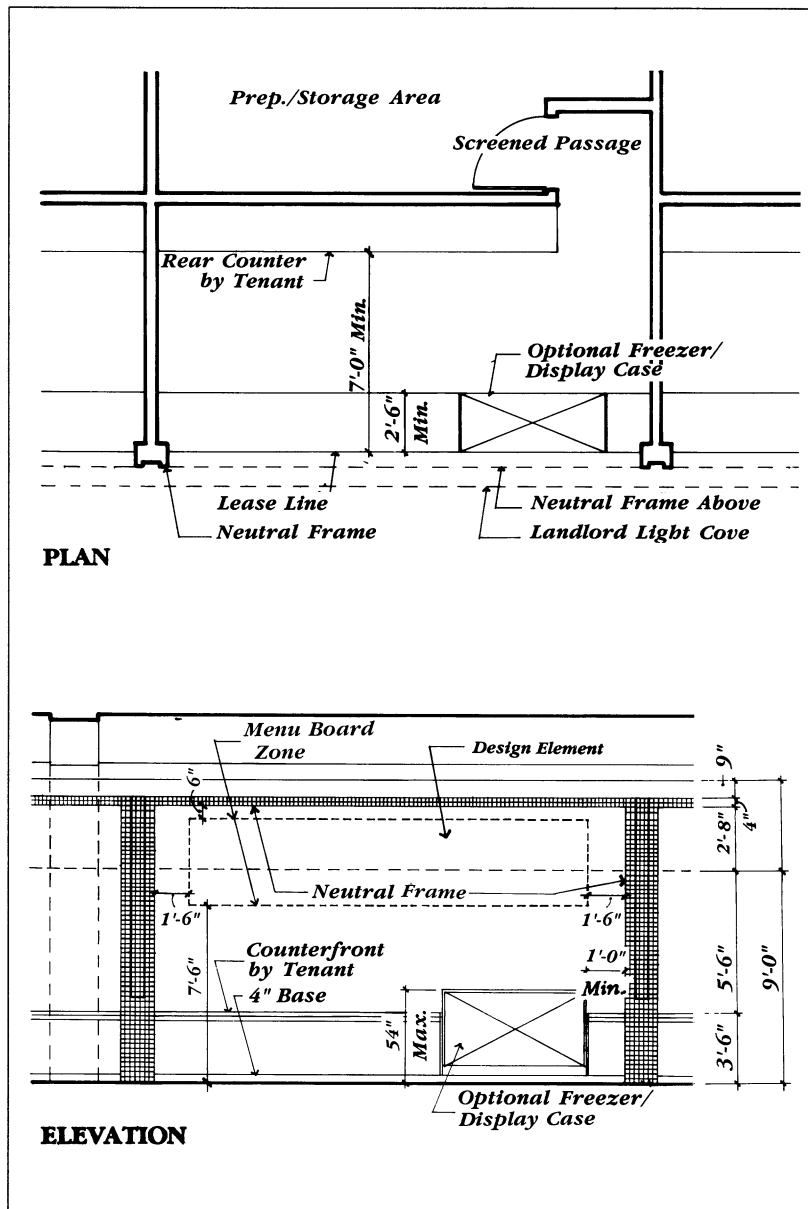
Particular attention shall be given to the visual organization of the serving area. Equipment layout, graphics, materials, and menuboards shall be submitted to the Landlord for approval. The Tenant should also give attention to the design of temporary signage, displays, uniforms, etc. All areas exposed to public view are subject to Landlord approval.

Design Control Area

All lease spaces have been divided into two zones, a Design Control Area (serving area and counter), and a Prep/Storage Area. The following criteria lists a minimum set of standards and guidelines for the design zone and pertinent Tenant work just outside of the Design Control Area. This zone, which will allow the Tenant to compose his particular image, is an area roughly defined by the lease line (tenant counter), and demising walls, the menuboard wall, floors, and ceilings.



The Courtyard Diagram



The Courtyard Diagrams

1. The Landlord shall maintain control of all design, colors, materials, lighting, signage fixtures, and equipment installed within the Design Control Area. Refer to The Courtyard diagrams for Plan and Section.

2. Each tenant will have a neutral frame at the lease line, facing the seating area. This neutral frame will be of gypsum wall board faced with ceramic tile. As part of the neutral frame, the Landlord has provided a light cove above the tile frame. This lighting will be controlled by the Landlord.

3. Sign bands have not been provided specifically to allow the Tenant the greatest latitude in designing a distinctive storefront image. Designs which replicate sign bands with flat and straight planes of drywall are prohibited.

4. Each Tenant is required to provide an identity and signage "design element" over the front counter. This element shall occur between demising piers and between 9'-0" and 11'-8" above finished floor.

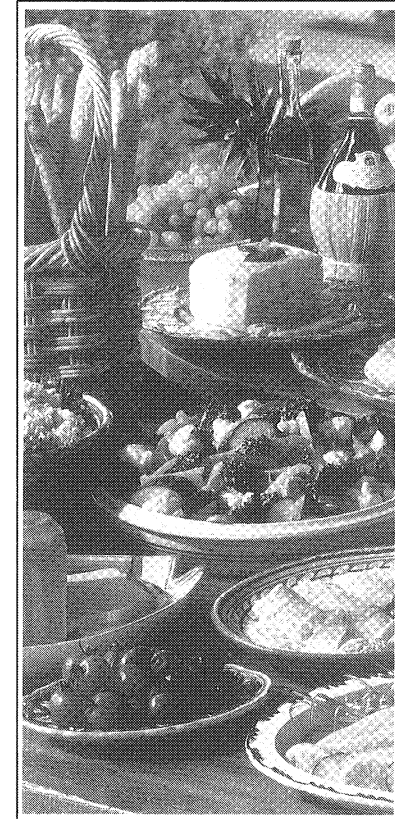
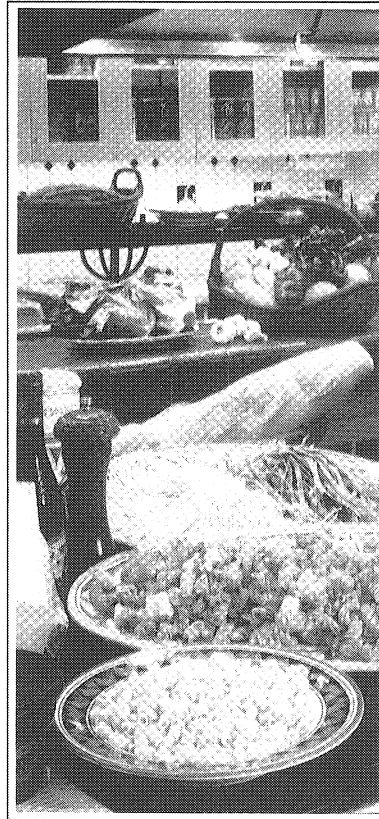
5. The character of this "design element" may be sculpted, translucent, cut-out, filigree, or dimensional. Elements such as pediments, grilles, sandblasted glass, columns, etc., are encouraged.

6. Materials for this "design element" shall be limited to those specified under "Finishes and Materials", later in this section.

7. The Serving Area is dedicated to food presentation and display and will be carefully monitored. Any clutter, unsightly equipment such as open storage of packaging, paper goods, and supplies will not be permitted. Food service equipment, beverage towers, video equipment, computer order systems, and cash registers must be shielded from view or recessed into the countertop. The Tenant and the Tenant's Architect must plan the premises to present a clean, uncluttered appearance. The underside of the front counter or the kitchen areas should be utilized for storage and equipment, fully screened from public view.

Display

Creative display of food and beverages is required of all tenants. Menu selections may be presented behind glass sneezeguards on the front counter. The use of pastry racks, glass deli or freezer cases, and fresh food and decorative bottles on crushed ice is encouraged. Decorative products or ingredients or products in decorative packaging may be displayed on open shelves at the front counter or throughout the Design Control Area. Loaves of bread, baskets of fruit, dried pasta, cheeses, jars of peppers, gift boxes of cookies, and candy are a few examples of decorative products. The Landlord's Tenant Review Architect will request photos or samples of decorative products and packaging before approving open display.



Display Illustrations

1. Any food preparation that can be done in an attractive or theatrical fashion may be done at the front counter within public view. Examples would be:
 - a. Pizza preparation
 - b. Glass oven baking
 - c. Cake decorating
 - d. Ice cream sundae preparations
 - e. Baking cinnamon rolls

2. Featuring food preparation in the serving area is encouraged. Exhaust hoods in the serving area are allowed and will be located at the rear wall of the serving area (see detail). The hood may be exposed provided it is decoratively detailed and finished in a quality material such as copper. Refer to Technical Criteria for exhaust hood specifications.

3. The tops of any sneezeguards may not extend beyond 54" above finished floor and may not come within 12" from the neutral frame. All sneezeguards must be an integral part of the serving counter design and must consist primarily of glass.

4. The Tenant may install glass display cases to display the foods being served. Display cases should be flush with the face of the serving counter and may not extend above 54" from finished floor and may not come within 12" from the neutral frame. Display cases shall be transparent with glass shelves. When the back of the case, as viewed from public space, is not clear glass, it must be mirror. No open kick space is allowed.

5. A back counter, storage unit, or display case may be installed at the Tenant's option. Any such units shall adhere to all counter or display case criteria for counter materials, except that storage counter doors shall be stainless steel or plastic laminate compatible with the Tenant's color scheme.

Serving Counter

1. Tenant counters shall be continuous from demising partitions designed and constructed by Tenant at Tenant's expense and approved by Landlord.

2. In order to break up flat frontages and to provide areas for queuing, counter recesses, angles, and curves are desired. All designs are subject to Landlord approval.

3. The Tenant's serving counter shall not extend beyond the lease line.

4. All counters shall be 3'-6" high. Counter profile shall be designed by Tenant and is subject to Landlord approval. Counterfronts may have a fluorescent cove below the front edge (see detail) protected by a diffuser.

5. The tops of any cash registers, beverage dispensers, or equipment must be recessed so that no point extends more than 12" above the countertop and must be set back a minimum of 12" from the face of the counter.

6. Napkins, condiments, utensils, straws, and trays must be contained behind the front counter or must be dispensed from permanent holders, recessed into the front countertop.

7. Where a tray rail is desired, it shall be carefully designed and integrated with the serving counter design and made of either hardwood, stainless steel, copper or brass. No portion of the tray rail may extend beyond the lease line. Trays shall be provided by the Tenant.

8. Countertops shall have a minimum 12" wide tile or marble finish adjacent to demising walls before glass display or glass block occur within the counter area. If glass block is used, it must be back-lit.

9. Countertops may be made from one of the following:
- a. Corian, Fountainhead (Nevamar), or equal cast phenolic surface material.
 - b. Marble or marble tile with 1/16" maximum epoxy grout joint
 - c. Stainless steel
 - d. Ceramic tile
 - e. Glass

10. Gates or access doors through the serving counter will not be permitted under any circumstances.

11. Counterfronts shall be of a high quality material such as granite, marble, hardwood veneer or alternate materials approved by Landlord. No plastic laminate surface will be allowed.

Interiors

1. Colors of all painted trim on factory finished surfaces of coolers, freezers, and other boxed casework on equipment must be color coordinated with the Tenant's interior if visible from the arcade.
2. A screened passageway between the serving area and kitchen area shall be provided by Tenant to prevent public views into the kitchen. The same finishes required for the serving area are to be extended into this passageway. Tenants who require a food pass through opening between the kitchen area and serving area must keep this opening to a minimum. Size of this opening is subject to Landlord approval.
3. Ceiling area within the leased space and the back of the neutral must be gypsum wall board or tile and set at a minimum height 11'-0" within the Design Control Area.
4. All floors within the demised premises shall be either ceramic or quarry tile, marble, granite, an agglomerate, or an alternative Landlord-approved material. Tenant must use a latex or epoxy grout within all food preparation areas.

Finishes and Materials

- Acceptable finishes and materials for walls, countertops, and partitions shall be approved at the sole discretion of the Landlord. Refer to the General Design Criteria for other finish materials.
1. Glass mirror in limited quantities if approved by Landlord.
 2. Chrome, stainless steel, brass, or copper, in polished, brushed, or textured finishes.
 3. Fire retardant treated wood trim shall not exceed 20% of the aggregate storefront area. Wood shall have natural, stained, or quality painted finish. However, wood is not permitted on surfaces used for food preparation, storage or serving.
 4. Ceramic tile, quarry tile, terrazzo, or other approved tiles.
 5. Marble, granite, slate, or other approved stones.
 6. Plastic laminate, wallpaper, vinyl wall coverings, simulated materials or painted materials (except ceilings) are not permitted as storefront or interior finishes within the Design Control Area.

Lighting

1. Lighting shall include general lighting as well as menu board lighting.
2. Track lighting is encouraged. Pendant lights shall not hang below 8'-6" or past the lease line.
3. The Tenant is responsible for lighting from the lease line to the back of the lease space.
4. Lighting within the Design Control Area must be carefully designed to highlight the food presentation area. Light fixtures may be decorative to add character or create a theme but are subject to Landlord approval.
5. Lighting within the Design Control Area shall be incandescent and dimmer controlled. High intensity discharge lamps will not be permitted in this area. Fluorescent lights will be permitted only in recess above menu boards and underneath front edge of Tenant counter.
6. All self-illuminated food display cases must be adequately lighted and ventilated. Direct visual exposure of incandescent lamps and/or fluorescent tubes is prohibited.

7. No lighting may be installed outside Tenant's demised premises.

8. Cut sheets of all lighting fixtures must be submitted for Landlord approval.

Uniforms

The Tenant's employees must be uniformed. The colors, style, and any graphics used on the uniforms should be consistent with the image or theme of the shop, the colors of the finished Design Control Area, and with the graphics of the signage, paper goods, and packaging. The color scheme and uniform design is subject to Landlord's approval and must be submitted with the Phase III submission.

All signs must be presented to the Landlord for approval. It is expected that sign drawings will be of a professional quality and that they will show fabrication details as well as dimensions and sign placement. Menuboard and secondary promotional merchandising signs require the submission of details including colors and materials for approval. No sign fabrication may proceed without the Landlord's approval.

The Landlord reserves the right to reject any signage which is judged to be detrimental to the overall graphics program.

Primary Identification

1. Tenants shall coordinate signage with overall design theme for submittal to Landlord for approval.
2. Letter sizes must be a minimum of 10" in height and not greater than 14" for block letters or 18" for script.
3. The sign may be of any type style. The maximum sign length is determined by the length of the Tenant's counterfront. Signs may come to within 1'-6" of the neutral frame. All signs must be centered on the counter length.
4. The creative use of neon letter types and graphic elements, such as metal plates or channels, forming mixed media signs are encouraged and must be approved by the Landlord.
5. The color of Tenant's primary sign shall not match that used by adjacent tenants.
6. All wiring, shields and insulators are to be hidden by the sign face. All transformers are to be remotely located and may not be visible to the public. Signs are to be wired to the Tenant's power.

7. All illuminated signs must be on during Willowbrook Mall operating hours; one half hour before opening to one half hour after closing. These signs shall be controlled by a time clock.
8. All neon is required to be controlled by a dimmer designed specifically for neon and placed on the primary side of the transformer accessible to the Landlord at the electrical panel.
9. Refer to the General Design Criteria for further requirements.

Menuboard

1. Disorganized or handwritten temporary signs will not be permitted. "Daily Specials" advertising signs or signs for seasonal or temporary promotions must be integrated into the menuboard or into permanent sign holders. Extraneous displays, signs, or advertisements (from food or beverage companies) will not be permitted.
2. Menuboard must be located in the menuboard zone 7'-6" at finished floor, 18" from demising wall, and 6" below the ceiling.

3. A back-lit menuboard is permitted, as well as a menuboard which incorporates accent lighting and/or neon.
4. Internally illuminated menu panels must be semi-recessed into walls or bulkheads so that no more than 2" of the sign box depth is visible. All internally illuminated panels are to be wired to the Tenant's panel and must be lit during hours primary signage is illuminated.
5. Large illuminated photographs of the Tenant's food, people enjoying that food, or regions of countries that the food is identified with are encouraged. High-quality, professional photography is required. Photo prints may be illuminated by accent lights or back-lit transparencies may be used. Photographs must be located within the menuboard zone. They must be planned and designed as an integral part of the store design.
6. The menuboard is located a minimum of 7'-0" behind the lease line.

Blade Signs

Each Courtyard Tenant is required to have a four-faced blade sign consisting of two double-faced (11-1/2" x 45" x .090") aluminum graphic plates mounted on Landlord's trellis mounted bracket. Tenant shall provide and install plates to meet the following criteria:

1. Only the Tenant's trade name is permitted on the blade sign. The Tenant's name shall occur within the following margins and fill entire signage area (see example), unless maximum letter spacing is prohibitive:
 - a. Top = 2-1/4 inches;
 - b. Sides = 6 inches;
 - c. Bottom = 2-1/2 inches.
2. The type for the Tenant's name shall meet the following specifications only:
 - a. Font style to be *Century Old Style, Bold*;
 - b. Letter height to be 2-3/4 inches;
 - c. Maximum letter spacing is 2-3/4 inches;
 - d. Alignment to be center stacked; and
 - e. Shear angle along horizontal axis to be 15°.

3. Each sign face shall be painted using a high quality, semi-gloss, oil enamel with a background color to match PMS (Pantone Matching System) 9160 U and type color matching PMS 2765 C.

Secondary Graphics/ Signage

1. All secondary graphics must compliment the overall food

tenant theme. Extraneous displays, signs, or advertisements (from food or beverage companies) will not be permitted.

2. Acceptable temporary advertising announcing "Daily Specials", sales, etc., is allowed only on neon blackboards manufactured by Smokador (Brite Write Neon Blackboard). Equivalent models may be substituted if approved by

Landlord. Neon blackboards are to be located in or below the menu zone. Tenant logo should appear on blackboard (professionally silkscreened).

3. Menuboard shall be neatly arranged and professionally designed by a sign manufacturer. Tenant shall submit menu board cut sheets or drawings for Landlord approval. All menuboard shall be illuminated directly or indirectly.



Blade Sign Diagram

PROJECT INFORMATION

Our coordinating staff will provide liaison between the Landlord, Tenant, Tenant's Architect and General Contractor. These individuals are available to assist you.

Leasing

General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, IL 60606
Phone: 312-960-5000
Fax: 312-960-5064

***Tenant Construction
Coordinator***

General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, IL 60606
Phone: 312-960-5000
Fax: 312-960-5064

Tenant Review Architect

General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, IL 60606
Phone: 312-960-5000
Fax: 312-960-5064

The Tenant shall construct the demised premises including the storefront and interiors, in accordance with the approved plans. Said work shall be in accordance with the criteria, procedures and schedules set forth herein. The Tenant's work shall be at the Tenant's sole cost and expense, and conform in all respects to all Code requirements, and shall include but not be limited to that shown, herein.

TENANT SHALL REFER TO "TECHNICAL CRITERIA" FOR DETAILS OF THE MECHANICAL AND ELECTRICAL SYSTEMS.

Partitions

1. Common demising walls between the tenants shall be finished by the Tenant with 5/8" type "X" gypsum board to the underside of the deck. Security, burglar bars chicken wire, etc., are the responsibility of the Tenant.
2. Cutting of existing gypsum board within the Tenant's demised premises or relocation of any existing metal studs (demising or service corridor walls) shall be done at the Tenant's request and only with the Landlord's written approval.
3. All interior partitions shall be metal stud construction with taped and spackled 5/8" Type "X" gypsum board finish on all sides.
4. Retail operations such as music store, arcade, or any Tenant who shall produce above normal noise, etc., will be required by the Landlord to provide sound insulation on the ceiling and in demising walls to protect neighboring tenants from above normal noises, achieving a minimum STC rating of 50. All such insulation shall be non-combustible as approved by the governing agencies.

5. All toilet room partitions shall have water resistant gypsum board in addition to required wainscots.

Ceiling

1. Ceiling height in the Tenant's space shall be a maximum of twelve (12') feet. Where building conditions permit, higher ceilings may be allowed upon approval of the Landlord. However, the cost of relocating air conditioning duct, conduit, sprinklers and other existing conditions above 12'-0" shall be at the cost of the Tenant.
2. The use of wood or other combustible materials above ceilings or in any other attic spaces are prohibited. Access panels and/or catwalks required to serve the Tenant's sign equipment shall be noncombustible and installed at the Tenant's expense.

Roof

1. There shall be no penetrations of the roof or installation of radio or television antennas without prior written approval of both the Landlord and the Tenant Construction Coordinator.
2. Roof openings, including necessary curbs and flashings to

accommodate the installation of the Tenant's work, shall be located as directed by Landlord. The Tenant shall employ the Landlord's roofer for such work as the Tenant's own agent and contractor. The work shall be performed in such a manner that the Landlord's building schedule, the Landlord's roofing guarantee and the work to be performed by other tenants of the Mall will not be affected adversely.

3. Tenant's contractor shall not cut or modify Landlord's structural members, expansion joints, wind bracing, columns, beams, and bridging. Any structural framing or bracing required for Tenant's construction and to be attached to Landlord's structure must be designed by a structural engineer and approved by Landlord's Tenant Review Architect and Engineer.

Electrical

1. The Tenant is responsible for utilizing the conduits installed by the Landlord from the Landlord's central distribution point to the Tenant's space. The Tenant will extend the conduit to his electrical panel and will install all feeder conductors, and required transformers, the Tenant's

electrical panel or panels, and all distribution within the space.

2. The Tenant shall arrange with power company for installation of his electrical meter and pay all fees.

3. The Tenant shall install at his expense all smoke detectors, emergency lights, annunciators, etc., including hook-ups to alarm and smoke exhaust systems as required to tie the Tenant's space into the Mall's fire detection and alarm systems.

4. Battery operated emergency light pack, with twin heads or in conjunction with fluorescent fixtures, shall be used to illuminate stock and/or sales areas and rear exit ways during power outage. In public areas battery assembly for emergency lights shall be concealed.

Plumbing

1. Tenant shall install commercial quality, water conserving plumbing fixtures, distribution system, including all roughing in and final connections for same, hot and cold water line, drains and vents, electric water heaters, gas lines and flues, approved receptors for all air conditioning

condensate drains and water heater overflow.

2. All Tenants shall provide a check meter to measure water consumption accessible to Landlord. Tenant is to pay for such meter accessible to Landlord.

3. Grease interceptors will be required for all food preparation areas having pot sinks or any grease-producing appliances discharging into the waste system. The Courtyard tenants will connect into Landlord common grease inteceptor.

All other tenants shall provide and install their own grease interceptor. Tenant shall be responsible for the proper care, cleaning and maintenance of the grease interceptors and any piping required. Should Tenant fail to maintain grease waste, the Landlord may provide maintenance at Tenant's expense and bill as additional rent.

Sprinkler System

1. The Landlord has provided a grid pattern system within the Tenant's demised premises (see "Landlord Responsibilities" section of this handbook).

2. Any sprinkler heads which are required to be relocated or added to meet Building Code approval and/or which are required due to irregularities of the Tenant's partitioning and/or ceiling design or any other changes to the system within the Tenant's demised premises shall be paid for and performed by the Tenant.

3. It is the Tenant's and/or the Tenant's General Contractor's sole responsibility to obtain approval of sprinkler shop drawings from the Landlord's insurance carrier, the Fire Marshal, and all local authorities having jurisdiction. Any installation of the Tenant's sprinkler system without approved plans shall be at the sole risk and expense of the Tenant and/or the Tenant's General Contractor.

Air Conditioning & Ventilation

1. Air conditioning equipment serving the Tenant's floor area shall be capable of automatically maintaining seventy-eight (78) degrees Fahrenheit dry bulb, and fifty (50) percent humidity inside conditions with outside conditions of ninety-nine (99) degrees Fahrenheit dry bulb and

seventy-seven (77) degrees Fahrenheit wet bulb controlled. Such equipment shall be designed to handle a maximum of 6.00 watts per square foot lighting load of the Tenant's floor area. The system shall be installed in a manner which will not unduly drain heat, ventilation or cooled air from the enclosed mall.

2. The Tenant shall provide all ductwork, dampers, grilles, registers, duct insulation, thermostats or other controls, low and line voltage wiring, electrical connections and any other required circuitry.

3. Restaurants, fast food, specialty food, pet stores, nail and hair salons shall provide systems with negative air pressure within the premises and a make-up air system. Such make-up air systems shall be directly connected to the main power for the store so that they will be in operation at all times the store is operating.

In order to expedite the completion of all Tenant spaces with the least amount of inconvenience to all concerned, the following set of rules and regulations will be applicable to all tenants upon starting their construction work. These regulations will be enforced to ensure no interruption by Tenant contractors to other business or public movement in the shopping center.

It is the Tenant's sole responsibility to conform to all applicable statutes, ordinances, regulations and codes, and to obtain all necessary licenses and permits. Tenants are required to design their space to meet all requirements of the latest edition of the City of Houston Building Code.

Pre-Construction Requirements

1. Prior to the commencement of construction, the Tenant's contractor(s) shall visit the project site and familiarize themselves with all job conditions and requirement as outlined in this handbook and as encountered at the job site including but not limited to:

- a. Exact location and dimensions of tenant's premises.
- b. Utility services stub-in locations and points of connection.
- c. Existing mall structural system and framing.
- d. Loading/unloading areas for delivery of construction materials and fixtures.
- e. Location(s) of approved trash containers for removal of debris from the project construction area.
- f. Telephone/electrical equipment rooms.
- g. Locations for temporary power hook-up.

2. Any conflicts with the Landlord-approved drawings and site conditions are to be brought to the immediate attention of Landlord. Further, it is the responsibility of the Tenant's General Contractor to verify the

lease line and demised premises relative to adjacent Tenant areas and common Mall areas. Contractor must sign-off verification of the space with the Landlord before commencing construction.

3. The Tenant shall submit to the Landlord at least five (5) days prior to the commencement of construction the following information:

- a. The names, addresses and telephone numbers of the General, Mechanical and Electrical Contractors that the Tenant intends to engage in the construction of the demised premises. In addition he shall provide the names of the other subcontractors and suppliers, along with the name of a person directly involved with the project at the office of each contractor and supplier.
- b. The date which Tenant's work will commence, the estimated date of completion of the Tenant's work, the date of the fixturing work, and a construction schedule.
- c. Evidence of Tenant's and Contractor's compliance with the Insurance Requirements as set forth in the Exhibit "C" portion of the Tenant-Landlord Lease Agreement.

d. Itemized statement of estimated construction costs, including architectural, engineering and contractors fees.

e. Tenant's Contractors' Performance and/or Labor and Material bonds, if so required by Landlord, and/or any other bond to be furnished by the Tenant as may be required by the Landlord to insure the faithful performance of the work in accordance with the plans.

f. Copies of all permits, fee receipts, licenses, etc., from all contractors which are required to be obtained from governing agencies prior to the commencement of construction within the Tenant's demised premises.

4. Prior to commencing construction the Tenant's General Contractor shall:

- a. Present to the Landlord and maintain on site at all times, one (1) full set of final working drawings endorsed with the approval stamp and permit number of the Building Department of the City, if required, local Fire Marshal and all other governmental agencies having jurisdiction over the construction and occupancy of the demised premises.
- b. Provide the Landlord

with a certificate of insurance at the time of signing for the demised premises.

c. Present to the Landlord one (1) full set of tenant plans with the Landlord's final approval, and maintain those plans at the job site at all times and have available for inspection.

d. Familiarize himself with all sections and/or requirements of this design handbook to ensure strict compliance.

General Construction Requirements

1. During the course of construction, all communication to Landlord's Contractor shall be directed through the Landlord.

2. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship.

3. The Tenant shall pay for all temporary and permanent utility services furnished to the demised premises.

4. The Tenant shall cause its Contractor to provide warranties of not less than one (1) year against defects in workmanship, materials and equipment.

5. The Tenant's work shall be performed in a thoroughly first class and workmanlike manner and shall be in good and usable condition at the date of completion thereof. The Tenant's work shall be subject to the inspection and approval of the Landlord and its supervisory personnel.

6. The Tenant's General Contractor and all sub-contractors participating in the Tenant's work shall construct the Tenant's demised premises in accordance with code, the Tenant Criteria Handbook and the Tenant plans bearing the Landlord's final approval.

7. The General Contractor or the Tenant shall provide a full time supervisor or representative who will be present *at all times* when construction is being performed in the Tenant's demised space. This individual must make his presence known to the Landlord before the start of work.

Security

The Tenant will be entirely responsible for the security of the leased premises during construction and the fixturing period, and

shall take all necessary steps to secure the same. The Landlord shall have no liability for any loss or damage, including theft of building materials, equipment or supplies.

Working Hours

Tenant's contractors and suppliers will be subjected to restrictions which may be imposed by the Landlord or the Landlord's Tenant Construction Coordinator in regard to the hours of work and scheduling and coordination of work.

Public Safety

It is the responsibility of the Tenant to ensure that his contractor exercises all caution in matters relating to public safety and construction safety and standards established by authorities having jurisdiction. The Landlord or the Landlord's Tenant Construction Coordinator may periodically issue instructions to a Tenant's contractor regarding safety and these instruction must be adhered to strictly. All work is governed by the latest Construction Safety Act and the Tenant's contractor is expected to abide with the Landlord's Tenant Construction Coordinator in these areas.

The Tenant's General Contractor shall provide a fire watch whenever any welding is done within the demised premises. The person performing the fire watch must remain for at least one (1) hour after the completion of any welding.

Access to Leased Premises

Access to the leased premises for both construction personnel and material handling will be restricted to such entrances and service corridors as shall be designated for each Tenant's use. Prior to commencing his finishing work, the Tenant must consult with the Landlord's Tenant Construction Coordinator to obtain the entrance locations and timing of material deliveries.

Any deliveries of merchandise, materials or equipment must be made through the Tenant's rear service door.

Temporary Measures

Temporary scaffolding on rubber-tired rollers may be used in the mall area to permit the installation of storefronts and sign panels. The Landlord will not permit the use of any other type of scaffolding in the mall area. Coordinate access and timing with Tenant Construction Coordinator.

All work benches, bench saws, tools, equipment and construction materials must be confined within the limits of the leased premises. To the extent that Landlord permits temporary scaffolding for storefront installation, the Tenant's contractor will be required to comply with all Landlord's directions regarding scheduling and coordination.

The Landlord shall provide temporary electrical power for use by the Tenant's contractors. The General Contractor shall verify the point of connection location with the Landlord. The cost for this power shall be borne by the Tenant. Request for such power shall be made in writing to the Landlord fifteen (15) days prior to commencement of construction.

The Tenant's General Contractor shall provide sufficient light and power within the demised space for use by his personnel and his sub-contractors, properly protect the Tenant's work with lights and barricade, and secure all parts of the Tenant's work against accident, and any other hazards. Prior to the start of the Tenant's work, the Tenant's contractor shall erect a solid barricade which shall be twelve (12') feet in height;

shall be located three (3') feet in front of the lease line of the demised premises; shall be without opening or passage to the mall unless approved by the Landlord, and must be braced to be freestanding without attaching to the floor slab. The space between the top of the barricade and the lease line shall be covered with heavy plastic and taped along all joints. Adequate protection to that portion of the mall floor, if finished, enclosed by said barricade shall be provided, and any damage to said floor, including, but not limited to staining by liquid or foodstuff, shall be repaired or replaced by the Landlord at the Tenant's expense.

Trash Removal

The Tenant's contractors shall be responsible for all trash removal from the demised premises at the end of each working day and shall place trash in the proper receptacles as designated by the Landlord. All trash and debris left within the Tenant's demised space after working hours or in common areas shall be removed by the Landlord at the Tenant's expense. Tenants accepting previously occupied premises shall provide their own receptacles in

an area designated by the Landlord.

Sprinkler System

1. Final connection to the Landlord's sprinkler main shall not be made until the entire system within the demised premises is completed, pressure tested, and ready for service.

2. The Tenant shall not be allowed to stock the demised premises until the Tenant's entire sprinkler system has been inspected, approved and put into operation.

Damage Repair

The Tenant's General Contractor shall be responsible for the repair, replacement or clean up of any damage caused by himself or his subcontractors to any other contractor's work in any area of the Mall. The Tenant's contractor shall be required to maintain continuous protection of adjacent premises in such a manner as to prevent any damage to such adjacent property and the improvements thereon. The Tenant's contractor shall promptly repair any such property or improvements so damaged and restore it to its pre-damaged condition.

Sign Posting

The Tenant's General Contractor or sub-contractors shall not post signs on any part of the Mall common area, exterior walls or site areas or Tenant's barricade.

Electrical Room Access

All work by the Tenant's electrical contractor within the Landlord's electrical rooms shall be performed under the supervision of the Landlord's Tenant Construction Coordinator.

Roof Access

Access to the roof areas shall be limited solely to personnel directly related to work to be performed thereon. The Tenant's General Contractor shall notify the Landlord whenever his personnel or those of his sub-contractors need to perform work about the roof.

Completion Requirements

1. Upon the completion of the Tenant's construction and fixturing work, the Landlord shall inspect the demised premises, and if the demised premises are acceptable, the Landlord shall issue a preliminary and final Letter

of Acceptance for the demised premises. The issuing of such Letters shall be conditioned as described in Exhibit "C".

2. The Tenant's General Contractor shall also submit the following to the Landlord at the completion of construction:

a. A complete set of "As-Built" sepia prints initialed as such by the Tenant's Architect and/or General Contractor of the final working drawings incorporating any changes made during the course of construction, which drawings may be relied on by the Landlord as delineating the Tenant's work as actually constructed.

b. Completed operating, maintenance, and spare parts manuals for all mechanical, electrical and similar equipment installed as part of the Tenant's

Landlord will provide the following services for new Tenant premises - at Landlord's expense:

1. Between the lease space and any service or exit corridors, Landlord will supply 4" metal studs at 16" on-center and one (1) layer of gypsum board on the corridor side. At all exterior walls, Landlord will supply 6" metal studs at 16" on-center.

2. An operational sprinkler system connection installed within the premises for extension by Tenant.

Landlord will provide the following services for new Tenant premises - at Tenant's expense:

1. 4" metal demising studs at 16" on-center.

2. Empty 1-1/4" electrical conduit brought to the rear of the premises, from the Landlord's switchgear room.

3. A 3/4" (minimum) domestic cold water service and a 4" sanitary sewer connection will be installed to or adjacent to the premises. The Tenant shall connect to the Landlord's service point.

4. Service corridor door identification sign.

3. Blinking, moving and flashing signs are prohibited.

Indirect Illuminated Signage

Where indirect illuminated signs are considered, the following restrictions shall apply:

1. Tenant shall provide external lighting for all non-illuminated signage.
2. Individual dimensional letters shall not exceed a maximum height of 14" for block letters and 18" for script letters.
3. A store name used as a safety band on glass storefronts shall not exceed 2" in height.
4. For signs, etched directly to the inside face of glass storefronts, letters shall not exceed 14" for block and 18" for script letters.

Blade Signs

Blade signs, symbols or logos which are allowed in the Specific Design Criteria are optional, and shall be designed within the following guidelines:

1. Signs shall be decorative and artistic.

2. Nature of signs may be transparent, translucent, cut-out, filigree or sculpted.

3. Some suggested materials are etched glass, wrought iron, chrome, brass, copper, metal with patina finish, carved or painted wood.

4. Maximum sign area is 6 square feet.

5. Signs shall not drop below 8'-6" above finished floor and not rise above 11'-6" above finished floor and shall be projected a maximum of 3'-4" in front of the face of the demising pier.

6. All brackets shall be constructed from the Willowbrook standard detail and furnished by Tenant at Tenant's expense. Blade signs shall be mounted on the demising pier as determined by the Landlord. All blade signs shall hang below projected brackets. Refer to Technical Criteria Manual for details.

7. Internally illuminated blade signs are prohibited.

8. Sign shall be mounted to the Landlord's neutral pier or Tenant storefront.

Construction Requirements

1. All attachment devices, wiring, clips, transformers, lamps, tubes and other mechanisms required for signs shall be concealed.

2. No access panels to be located in public view.

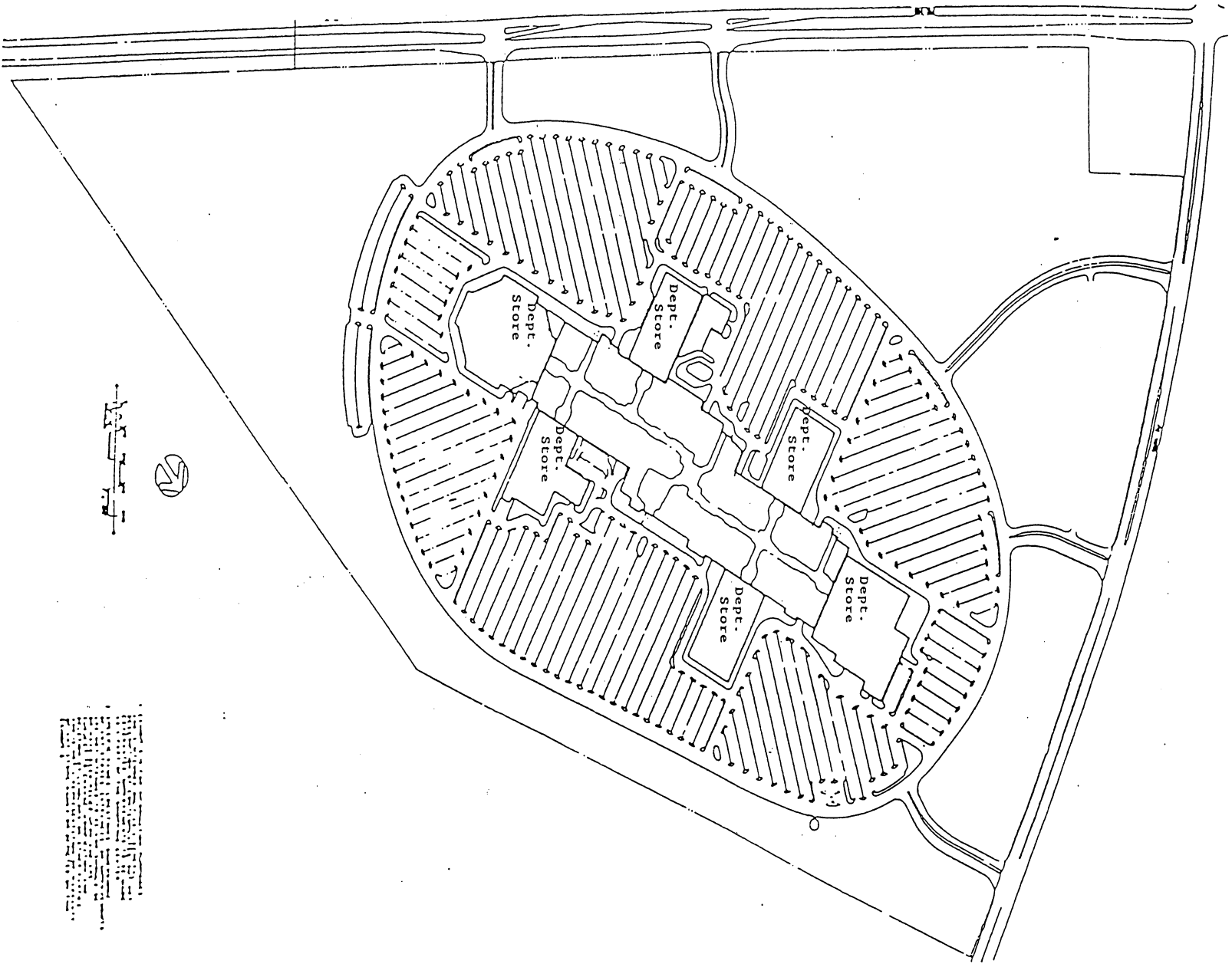
3. No exposed labels of manufacturers, underwriters, etc., with logos of any type.

4. All illuminated signs must be on during Willowbrook Mall operating hours, one half hour before opening to one half hour after closing. These signs shall be controlled by a time clock.

WILLOWBROOK MALL

Tenant Construction Detail Manual

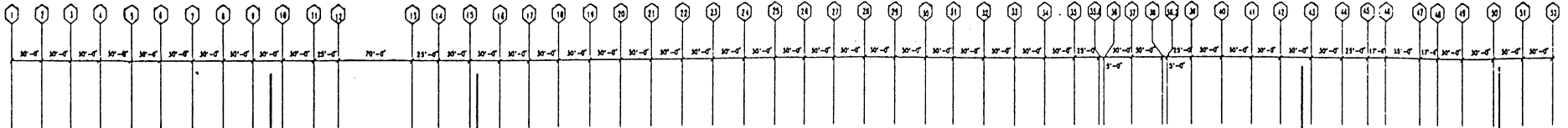
General Growth Properties, Inc.
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WILLOWBROOK MALL
HOUSTON, TEXAS

SITE PLAN

Page 1 of 2



DS-1
174,663

DS-6
208,596

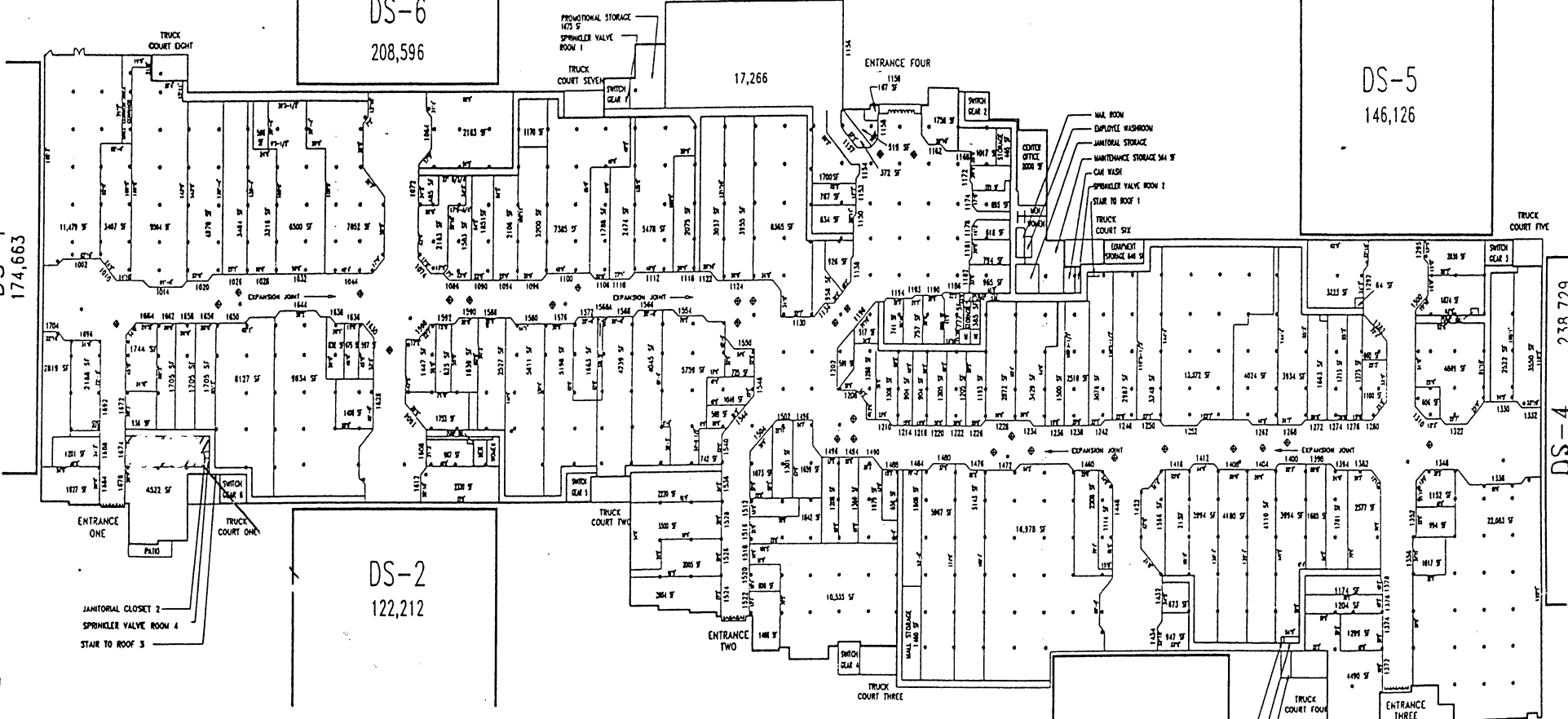
17,266

DS-5
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DS-4
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DS-2
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DS-3
156,258



WILLOWBROOK MALL

SCALE: 0 20 40 80 120'

General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, IL 60606
Phone: 312-960-5000
Fax: 312-960-5064

APRIL 1996

⊕ DENOTES VENDOR CART LOCATIONS

CERTAIN OF THE ELEMENTS SHOWN ON THE ABOVE PLAN ARE INDICATED AS FUTURE OR PROPOSED, BUT THE BUILDING GROUP INC. MAKES NO REPRESENTATION THAT THE FUTURE DEVELOPMENT WILL OCCUR AS SHOWN.

CONSTRUCTION OF THE DEMISED PREMISES

ARTICLE 1
CONDITION OF THE DEMISED PREMISES

Section 1.01 **As-Is Condition.** The Demised Premises have been previously improved. Landlord shall deliver the same to Tenant in "AS-IS" condition, and Tenant shall accept the Demised Premises in the condition in which the same exist upon delivery thereof to Tenant. In doing Tenant's Work, Tenant acknowledges that it may encounter defects and conditions which are not readily apparent upon inspection, and Tenant agrees to do the work appropriate to complete Tenant's Work, notwithstanding any such defects or conditions. Tenant waives any and all right or claim it may have against Landlord for any cause directly or indirectly arising out of the condition of the Demised Premises, any and all appurtenances thereto, the improvements thereon and the equipment thereon, and Tenant agrees that Landlord shall not be liable for any latent or patent defects in any of the foregoing.

Section 1.02 **Definition of Landlord's Work.** The term "Landlord's Work" shall, for purposes of the provisions of Articles 20 and 23 of this Lease, mean the following:

- a. Building and Common Areas
 - A building shell and common area improvements of exterior and interior design and materials as determined by Landlord.
- b. Building Utilities Services
 - 1. Main Services:
 - A. Water and sanitary sewer mains.
 - B. Electrical and telephone service to distribution centers designated by Landlord.
 - C. Fire protection and life-safety systems.
 - 2. Branch Service Lines and/or Facilities:
 - A. Water and sanitary sewer lines extended from respective building mains to a point proximate to the Demised Premises.
 - B. Electrical distribution centers in locations designated by Landlord.
- c. Work Within the Demised Premises
 - 1. Sprayed on fireproofing on structural steel system and metal decking.
 - 2. Smooth finish concrete slab floors.

ARTICLE 2
PLANS AND SPECIFICATIONS

Section 2.01 **Floor Plan.** Landlord has delivered to Tenant illustrative outline drawings of the Demised Premises (the "Tenant Print Package") and Tenant Design Manual, which together contain the basic design, architectural, electrical and mechanical information necessary for the preparation of Tenant's design, plans and specifications for Tenant's Work. By its execution of this Lease, Tenant acknowledges receipt of the Tenant Print Package and Tenant Design Manual and, by this reference, the same are incorporated herein. (Note: The Tenant Print Package shall not be delivered to Tenant in the event of a lease renewal where Tenant has previously occupied the Demised Premises.) Landlord shall supply to Tenant upon request the record drawings, if any, available to Landlord concerning interior improvements in the Demised Premises. Landlord makes no representation or warranty as to the accuracy of said drawings, and Tenant shall field verify conditions in the Demised Premises.

Section 2.02 **Tenant's Plans.** Tenant shall prepare and submit to Landlord plans and specifications prepared at Tenant's expense by an architect licensed in the State in which the Shopping Center is located. Such plans and specifications shall be submitted in two (2) phases as provided below. The Demised Premises shall be delivered to Tenant subject to all existing field conditions, and Tenant shall, in connection with the preparation of such plans and specifications, cause its architect to inspect the Demised Premises to determine its existing conditions and to verify any floor plan or other drawings thereof provided by Landlord.

Section 2.03 **Preliminary Design Drawings.** On or before the Plan Submittal Date specified in Article 1 of this Lease, Tenant shall submit to Landlord one (1) reproducible and three (3) prints of preliminary

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drawings showing the intended design character and finishing of the Demised Premises (the "Preliminary Design Drawings"), which shall include:

- a. Architectural and consultant checklist.
- b. Dimensioned floor plan showing all partitions, doors, fixtures and the storefront at 1/4" scale.
- c. Dimensioned elevation of storefront, including signage and graphics at ½" scale.
- d. Dimensioned section through the storefront at ½" scale.
- e. Dimensioned reflected ceiling plan, including a lighting plan at 1/4" scale.
- f. Storefront material sample and color board. All materials should be labeled and referenced to the storefront drawings.
- g. Colored perspective rendering of the storefront including graphics and signage.
- h. Cut sheets of any exposed storefront light fixtures.
- i. Photographs of similar storefront, if related to Tenant's submission.
- j. Key plan showing location of the Demised Premises.

Section 2.04 Construction Drawings and Specifications.

- a. Within twenty-five (25) days after receipt of accepted Preliminary Design Drawings, Tenant shall submit to Landlord for review and acceptance one (1) reproducible and four (4) prints of the following construction drawings and specifications for Tenant's Work (the "Construction Drawings and Specifications"). On or before this 25th day, Tenant shall submit to appropriate governmental agencies applications for any and all permits and approvals required in connection with Tenant's Work. The Construction Drawings and Specifications shall include:
 1. Key plan showing location of the Demised Premises.
 2. Floor plan at 1/4" = 1'-0".
 3. Longitudinal sections at 1/4" = 1'-0".
 4. Interior elevations at 1/4" = 1'-0".
 5. Plan, elevation and section of storefront at ½" = 1'-0" including actual storefront sign design located on storefront elevation.
 6. Details of storefront at 1-1/2" = 1'-0".
 7. Reflected ceiling and lighting plan at 1/4" = 1'-0".
 8. Door schedule with jamb details.
 9. Finish and color schedule and samples for all surfaces including storefront and signage.
 10. Partition wall sections at ½" = 1'-0".
 11. Architectural specifications.
 12. Electrical plans at 1/4" = 1'-0" completely circuited (and prepared by an electrical engineer licensed in the State in which the Shopping Center is located). Landlord's acceptance or approval of electric plan is not to be interpreted as a statement of compliance with code requirements.
 13. All load requirements in detail, including complete panel, lighting fixtures and equipment schedules, with a tabulation of the electrical load including quantities and sizes of lamps, appliances, signs, water heaters, etc., and KW demand for each installed item. A complete electrical panel schedule is required for each installation.
 14. Electrical specifications.
 15. Mechanical plans at 1/4" = 1'-0" including HVAC and plumbing.
 16. Mechanical specifications.
 17. Store fixture/merchandising plan showing cuts of all trade fixtures and specifications.

- 18. Details of special conditions.
 - 19. Location, size and weights of heavy equipment such as safes, equipment cases, refrigeration equipment, etc.
 - 20. Any modification to Landlord's structural system or utility infrastructure.
 - 21. Exact dimensioned locations and sizes of all proposed roof and floor penetrations.
 - 22. Mechanical/electrical schedule.
 - 23. Fire protection plans, at the time they are submitted to the Fire Marshall for review.
 - 24. If the Demised Premises have been previously improved, a demolition plan and a complete electrical load calculation and schedule.
- Tenant shall cause its sign fabricator to submit shop drawings of Tenant's storefront sign directly to Landlord for acceptance prior to fabrication. All submissions are to include one (1) set of reproducible and four (4) prints. Such shop drawings must include full dimensions, letter style and type face (color, material and thickness), returns (color, material and thickness), type of lighting, brightness, mounting hardware and transformer location and access. Incomplete or sketchy submissions will not be considered for approval by Landlord.

If Tenant desires to install a security screen to secure Tenant's space during off-hours, Tenant must submit to Landlord for acceptance shop drawings therefor specifically showing method of support.

Section 2.05 Plan Acceptance and Procedures.

The Preliminary Design Drawings, the Construction Drawings and Specifications, and the shop drawings for Tenant's storefront sign and any security screen shall each be subject to Landlord's review and written acceptance, which Landlord may give or withhold in its sole discretion. Landlord shall review any such drawings and shall, by giving notice to Tenant, either accept or reject the same within fifteen (15) days of receipt from Tenant, specifying the reasons for any rejection. Within ten (10) days after rejection by Landlord of any Preliminary Design Drawings, Construction Drawings and Specifications or shop drawings, Tenant shall revise the same in accordance with Landlord's objections thereto and resubmit the same to Landlord for review and written acceptance, as provided above. The Preliminary Design Drawings, the Construction Drawings and Specifications and the shop drawings as accepted by Landlord are referred to herein as the "Store Design Drawings." Acceptance or approval of any Store Design Drawing by Landlord shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency of the Store Design Drawing submitted, and Tenant shall be solely responsible therefor. In no event shall Tenant be permitted to commence Tenant's Work or any Tenant Improvements that require Landlord's approval until Tenant has submitted to Landlord and Landlord has accepted the Store Design Drawings therefor.

Tenant agrees to pay, upon execution of this Lease, a fee of _____, in respect of Landlord's architectural and administrative expense in the review of the Store Design Drawings.

In the event Tenant shall submit to Landlord for review and acceptance any subsequent changes, modifications or alterations to the Store Design Drawings accepted as herein provided, Landlord shall have the right to be reimbursed by Tenant for any additional charges, expenses or costs related to such changes, modifications or alterations. No such changes, modifications or alterations to the Store Design Drawings shall be made without the written acceptance of Landlord, which Landlord may give or withhold in its sole discretion. **IN THE EVENT THAT THE DEMISED PREMISES HAVE NOT BEEN CONSTRUCTED IN ACCORDANCE WITH THE STORE DESIGN DRAWINGS, TENANT SHALL NOT BE PERMITTED TO OPEN THE DEMISED PREMISES FOR BUSINESS UNTIL THE DEMISED PREMISES COMPLY WITH THE STORE DESIGN DRAWINGS IN ALL RESPECTS.**

Tenant hereby releases Landlord from any and all claims whatsoever for damages for any scheduling disruption or for any other event which causes a delay in the date on which the Demised Premises are available for the commencement of Tenant's Work therein or the date upon which such work is completed.

Tenant shall perform or cause Tenant's contractor to perform all work in the making and/or installation of any repairs, alterations or improvements in a manner so as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work or delivery service or any other services in the Shopping Center. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor dispute, Tenant shall immediately undertake such actions as may be necessary to eliminate such dispute or potential dispute, including, but not limited to, (a) removing all disputants from the job site until such time as the labor dispute no longer exists, (b) seeking an injunction in the event of a breach of contract between Tenant and Tenant's

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contractor, and (c) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

**ARTICLE 3
REMODELING OF THE DEMISED PREMISES**

Section 3.01 Tenant's Work. Tenant shall fully remodel the Demised Premises, including the storefront and interiors, strictly in accordance with the Store Design Drawings. Said remodeling work ("Tenant's Work") shall include architectural, mechanical and electrical work, as well as necessary demolition work, and shall be in accordance with the criteria, procedures and schedules set forth in this Lease and in the Tenant Design Manual provided by Landlord. Tenant acknowledges receipt of the Tenant Design Manual, and the provisions of the Tenant Design Manual are hereby incorporated into this Exhibit and made a part hereof. Notwithstanding anything to the contrary contained in this Lease, if Tenant is a food service tenant, it shall conform to the Design Schedule contained within Exhibit "E-1." Tenant's Work shall be at Tenant's sole cost and expense and shall include but not be limited to the following:

a. Structure.

1. Floor Slab. Any slab on grade concrete installed by Tenant shall be 3000 PSI at 28 days, reinforced with 6" by 6" wire mesh. Any cutting and patching of the floor slab requires written acceptance by Landlord before work by Tenant can be initiated.
2. Overhead Structure. Tenant storefront is not to be supported from building structure above only from the floor and is not to be supported from soffit framing.
3. Roof Penetrations. Roof penetrations shall be held to a minimum. All required Tenant penetrations of roofing system shall be made by Landlord's roofing contractor at Tenant's expense after notification to Landlord for acceptance. Any structural framing required by Landlord's engineer due to Tenant's roof penetrations for roof mounted equipment shall be by Landlord's contractor at Tenant's expense. All engineering costs for modifications to Landlord's structure are Tenant's responsibility.
4. Expansion Joints. Should an expansion joint occur in the Demised Premises, Tenant is responsible for all construction affected by such joint including floor, walls, and ceiling. Tenant shall maintain integrity of all such expansion joints in a manner consistent with acceptable construction design practices.
5. Attachment to Structure. All drilling, welding or other attachment to the structural system must be accepted by Landlord in writing before work is begun, and must be clearly identified on Tenant's drawings. Landlord acceptance or approval of drawings does not relieve Tenant of the responsibility to make request in writing.

b. Demising Partitions and Storefront.

1. Demising Partitions: Tenant must furnish and install 5/8" fire core gyproboard, taped and bedded airtight against the deck above, on its side of all common divided partitions, at Tenant's expense. Tenant must seal in an airtight manner, all structural shapes, ducts, piping and penetrations through the demising walls. Demising walls shall be installed tight to ceiling deck and shall be airtight, since space between the slab and finished ceiling is used as an air plenum. Interior partitions shall be constructed of metal studs. If non-combustible wood is used, it shall bear the U.L. approval and mill stamp indicating it is treated, and must be completely enveloped and solidly locked with 5/8" fire core gyproboard. Combustible material of any nature will not be allowed above finished ceilings. Field applied treatment to combustible materials is not permitted. Storefront bulkhead must be sealed airtight from ceiling to deck above.

2. Storefront. Vertical neutral strips separating Tenant's storefront construction have been erected on the storefront lease line, contiguous with dividing partitions. The storefront area between the edges of the neutral strips and between the mall finished floor and the underside of the soffit is for storefront work by Tenant. Tenant shall be responsible for constructing a complete storefront in the full height of the opening and make suitable attachment or termination of construction to the soffit and proper closure against each neutral strip. All aluminum on Tenant's storefront must be anodized with a dark bronze finish including exposed portions of security gates. The precept for sign design is contained in the Sign Criteria, Exhibit "E." The stipulations of Exhibit "E" shall govern all designs, layout and installation.

3. Service Doors.

- A. Doors that lead to an interior service corridor must be 3' - 0" x 7' - 0" service doors. This shall be a Class "B" labeled door and frame, complying with local code requirements. This door's secondary use is that of an exit, and must swing in the

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direction of travel, and must have required hardware according to code. Tenant is required to make complete installation of door, including proper anchorage of frame, providing hole in sheetrock, necessary headers, and other accessories for a proper installation. Tenant will also furnish and install all signs required by code relative to the locking times of the exit door.

B. Doors that lead directly to the exterior must be 3' - 0" x 7' - 0" hollow metal service doors and frames including butt hinges, latching hardware with a blank lock cylinder on the interior, and removable core lock cylinder on the exterior, and weather stripping. Tenant will furnish and install any additional locking hardware desired as well as any other accessory items such as kickplates, door alarms, door closers, hold open arms, etc., all subject to Landlord acceptance. Tenant will also furnish and install all signs required by code, relative to the locking times of the exit door. Tenant will be required to maintain entire door installation, plus all related hardware including door and frame finishes, at Tenant's expense. Tenant shall not apply wording to exterior surface of service doors.

4. Security Screens. Security screens to secure Tenant's space during off-hours may be installed at Tenant's option, subject to submission to and acceptance by Landlord as provided above of drawings detailing the integration of such screen into Tenant's storefront. All security screens shall be self-supporting from the floor slab.

5. LeaseLine. Construction or design elements will not be allowed to project beyond Tenant's leaseLine.

6. Storefront Grille Key Switches. Key switches for motorized storefront grilles shall be mounted as inconspicuously as possible. Switch covers are to match adjacent storefront materials and colors. Approximate maximum height of switch above finished floor shall be 12 inches. All switches shall be flush mounted and not located on front face of Tenant's storefront.

7. Storefront Glass. All storefront glass must be safety plate or tempered. Use of plate glass mirrors, on storefronts, will be permitted only if solidly bonded to non-combustible backing material subject to Landlord's acceptance. Storefront glass of any type will not be permitted to terminate directly against flooring; a durable kickplate is required.

8. Noise Transmission. If the normal operations of Tenant generate moderate or high sound level, i.e., pet shops, coin operated amusement centers, musical instrument show rooms, stereo centers, etc., Tenant is required to insulate its demising walls against sound transmission.

c. Interior Finishes.

1. Floors.

A. All Tenant finish floor covering materials must be selected or adapted in thickness to correspond exactly with the level of the finished mall floor at the leaseLine, approximately 7/8" above the troweled concrete floor of the Demised Premises.

B. Tenant may elect to set its show window, glass or grille line back from the leaseLine or other storefront element within the Demised Premises. If such set-back storefront configuration is established, Tenant is encouraged to install flooring material identical in quality, color, and pattern to the adjacent mall flooring. Tenant is encouraged to contact Landlord's Tenant Coordinator to arrange for purchase and installation of matching floor materials at storefront at Tenant's expense.

C. Tenant will be required to complete all floor penetrations in such manner that odors or liquids will not permeate the slabs at these openings. Tenant shall provide liquid-tight sleeves at all floor penetrations at Tenant's expense.

D. If Tenant elects to install carpeting it must not extend past centerline of door track to leaseLine. Tenant is further encouraged to create an entry of floor tile or parquet identical in quality and color to existing mall flooring.

2. Ceiling.

A. Combustible material of any nature will not be allowed above finished ceilings. Organic material either treated or non-treated of any nature will not be allowed exposed above finished ceilings.

B. All ceiling material must be non-combustible, equal to Class "A" installation.

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- C. Ceiling not termination tight against wall surface must be returned to the deck above and sealed as required.
- D. Clearance height is typically 12' - 0" above finished floor, subject to as-built conditions.

d. Utilities.

1. Electric Power.

A. Distribution System - electric distribution system to electrical meter rooms is typically 480/277 volts, 3 phase, 60 cycle. No more service is available than the original design load, typically 7.0 watts per square foot for retail tenants, 30.0 watts per square foot for Fast Food Boutique tenants, and 60.0 watts per square foot for restaurants and cafeterias. Additional service may be provided at Tenant's cost subject to Landlord's acceptance. It will be Tenant's responsibility to complete the electrical installation within its space in accordance with all National, State and local codes that may apply.

B. Material - General - all electrical materials shall be new, shall be National Electric Code Standard, unless better grade is required by local code, and shall bear the Underwriter's Laboratories Label.

C. Hours of Operation - store lighting hours will conform to Landlord's instructions. Basic hours will be Shopping Center hours with sufficient lead and lag time to allow for normal business necessities.

D. Updated Nameplates - equipment listed below shall be identified with updated engraved bakelite nameplates; distribution panels, motor starters, lighting panels, and push bottom stations. All circuits shall be properly identified on all panels.

E. Electric Hot Water Heaters - if needed, shall be provided by Tenant for its domestic water requirements, shall be automatic and shall be limited to 12 gallon capacity. Heaters will have a pressure relief piped to the nearest drain in Tenant's space.

F. Transformer - shall be furnished and installed by Tenant, as required.

G. Aluminum Wiring - will not be permitted. All wiring by Tenant shall be copper.

H. Night Lighting - Tenant shall provide a separate night lighting circuit for after hours illumination as required.

I. Lighting Fixtures - shall bear Underwriter's label and be of a type approved by City Inspection Authorities. Recessed fixtures installed in furred spaces shall be connected by means of flexible conduit and "AF" wire run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall be high power factor type with individual non-resetting overload protection.

J. Fluorescent Fixtures - all shall be provided and installed by Tenant with switch legs and local switches rated 20 amps at 277 volts. All fluorescent fixtures must have internal protection devices.

K. Panel Board - shall be furnished and installed by Tenant, for 120/208 volt lighting within the Demised Premises, equal to type NLAB class panels and 277/480 volt panels shall be equal to type NHB class with single or multiple pole bolted thermal magnetic breakers.

2. Water. Domestic cold water is typically provided at or near the boundaries of the Demised Premises. Tenant shall install a meter and extend service according to Tenant requirements. All runs shall be insulated to prevent condensation. Tenant shall furnish and install a water meter conforming to American Water Works Association specifications for domestic service. Meter shall be installed by Tenant at Tenant's expense in an area easily accessible to Landlord's personnel. The meter reading shall be used to complete Tenant's bill in accordance with established utility rates.

3. Sanitary Sewer.

A. Tenant is required to provide toilet facilities within the Demised Premises, at Tenant's expense. Tenant shall install a minimum of one (1) water closet and one (1) lavatory and connect to Landlord's sanitary sewer at Tenant's expense. In addition, if the Demised Premises are used for food service, Tenant must provide a hand wash sink located within the kitchen preparation area.

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- 1 B. All plumbing work must be installed according to all local codes, and Landlord's
2 approval or acceptance of Tenant's plans is not to be interpreted as a statement of
3 compliance with code requirements. 4
- 5 C. Tenant shall provide floor drains in toilet and kitchen areas where applicable. Local
6 codes shall govern; however, a minimum of one (1) shall be required, in each
7 room. 8
- 9 D. Tenant shall provide accessible clean-outs in toilet and kitchen areas. Local codes
10 and Landlord's local authority shall govern. 11
- 12 E. Tenant shall provide Landlord access to all clean-outs that may occur in Tenant's
13 space. 14
- 15 F. Separate sanitary and grease waste lines are typically provided if the Demised
16 Premises have been used for food service. Tenant will connect all grease handling
17 drains from pot sinks, wash sinks, dishwashers, floor drains, etc., to the grease
18 waste line. Garbage grinders will not be permitted without Landlord acceptance
19 and, if accepted, shall be connected to the sanitary line. Toilets shall also be
20 connected to sanitary sewer line. 21
- 22 G. Tenant will run its vent piping to the nearest vent stack and connect thereto.
23 Tenant will install a plugged tee in its vent piping stack. 24
- 25 4. Tenant Grease Traps. If the Demised Premises are used as a restaurant or cafeteria,
26 Tenant shall install a dedicated grease trap and indicate the exact location of the trap on
27 its plumbing plans. The system must be accepted by Landlord and its installation
28 coordinated with Landlord's on-site construction representative. Tenant shall be
29 responsible to competently and properly maintain its system. If Tenant fails to do so,
30 Landlord may elect to service the system and backcharge the Tenant at two and one half
31 (2-½) times the original cost. If the Demised Premises are in the Food Court, a common
32 grease waste line is typically provided in addition to a sanitary stub. All grease waste
33 connections shall be made to the grease line. 34
- 35 5. Heating, Ventilating and Cooling. All conditioned air system work required for the Demised
36 Premises including but not limited to: connection to supply and return lines; secondary air
37 distribution; installation of ductwork, grills, thermostats and any other controls, conduit,
38 wiring, electrical connections or circuitry required for the satisfactory operation of said
39 systems. Any existing HVAC system over five years old must be replaced. 40
- 41 6. Gas Service. Gas service is typically available from the local Gas Company at each truck
42 court. All piping and associated work for extension of services from that point in the courts
43 to the Demised Premises is by Tenant at Tenant's expense and subject to Landlord's
44 acceptance and governing code requirements. 45
- 46 7. Telephone Service. Telephone service is typically installed to telephone junction boards
47 located in service areas. All telephone work beyond this point will be arranged for with the
48 telephone company by Tenant at Tenant's expense. Tenant will provide and install all
49 conduits required for telephone service within its space. 50
- 51 8. Exits. Exit requirements and exit identification within Tenant's space shall be furnished and
52 installed by Tenant in accordance with requirements of the governing building code as may
53 be revised and amended up to the time that construction is completed by Tenant, and
54 approved by the local building authority. Exit lights will have auxiliary battery power
55 provided with individual battery units for each fixture, or through a 12 volt wiring system with
56 a single battery source. Exit lights must be illuminated during "normal power" periods, and
57 during "no power" periods. During "no power" periods, exit lights must operate
58 simultaneously with the emergency lights. 59
- 60 9. Fire Extinguisher Requirements. Each Tenant will furnish and install, in readily accessible
61 locations, fire extinguishers throughout the Demised Premises. The requirement is one
62 extinguisher per 3000 square feet or space with a maximum separation of 75' - 0" walking
63 distance. Type of extinguisher shall be Class ABC, 10 lb. dry chemical. This requirement
64 is necessary for insurance ratings. Locations must be accepted by Landlord's fire protection
65 consultant. 66
- 67 10. Sprinklers. 68
- 69 A. All modifications to the existing Tenant sprinkler grid to fit new Tenant's sprinkler
70 requirements shall be by Tenant's sprinkler contractor. 71
- 72 B. Tenant's licensed sprinkler contractor must provide Landlord with shop drawings
73 (one (1) sepia and three (3) prints) detailing the modification to the existing system. 74

Work shall not commence until Landlord has received and accepted Tenant's
sprinkler drawings.

C. Tenant's contractor shall notify Landlord's local authority prior to each shutting
down or filling of Tenant's sprinkler system.

11. Ceiling Access Panels. Tenant shall provide access panels in the ceiling within the
Demised Premises as required to provide access to the mechanical equipment, utility lines,
pipes, conduit, wire or ductwork of Landlord or utility company.

12. Fire Alarm. Tenant will be required to furnish and install, at Tenant's expense, one or more
ceiling-mounted heat detectors and an audible fire alarm to be activated by the heat
detector within its space to shut down the air conditioner and sound the alarm whenever an
abnormal condition is detected. These devices are required by local code authorities as
part of the fire prevention smoke removal system approval for this building. A wiring
diagram for installation of the heat detector and fire alarm systems is provided in the Tenant
Print Package and Tenant Design Manual, as well as specifications for the heat detector
device and fire alarm.

e. Exhaust System

1. Toilet Exhaust Systems. Tenant will provide its own toilet exhaust system in accordance
with the requirements of all applicable codes. In no case shall Tenant's system exhaust be
less than 2 CFM per square foot of toilet room area or 50 CFM, whichever is greater.
Tenant will provide an appropriately sized fan and backdraft damper and will run its toilet
exhaust ducts to an exhaust stack provided by Landlord.

2. Special Exhaust Systems.

A. Maximum Exhaust Air - Shall be based on codes and special requirements. Food
or other odors from kitchen, dining room and cafeteria areas must be exhausted to
atmosphere through Tenant-furnished and installed up-blast exhaust fan equal to
the Penn Ventilator Co. Fume-X fan. The manufactured fan unit shall be modified
by the addition of a fabricated venturi type duct adaptor to assure a minimum
discharge velocity of 2000 F.P.M. The exhaust fan shall be provided with a
drainage area at the bottom of the unit complete with a residue trough equipped to
be cleaned periodically by Tenant. The location of the exhaust fan shall be no less
than 20' - 0" from any air intakes so as to avoid contaminating air supplied to other
tenants. If necessary, an additional duct extension on the fan discharge may be
required if odors become a problem within the mall. Exhaust duct and fan location
shall be submitted to Landlord for acceptance.

B. Tenant shall clean its filter and duct systems on a regular program so that grease
is not deposited on the roof. Any grease damage shall be corrected at Tenant's
expense.

C. Tenant shall provide an electrical interlock so that its kitchen exhaust fan shall run
at all times that the lights in the kitchen area are on.

D. Tenant is required to run exhaust fans so that no odors are allowed to enter the
public mall or any adjacent tenant spaces.

E. Makeup air for exhaust systems from kitchen, dining room, and cafeteria areas
must be accomplished by Tenant-furnished and installed makeup air systems.

3. Exhaust Fan Discharge Dampers - Shall be parallel blade, neoprene-lined edge, reasonably
airtight when closed, located close to outdoor outlet, with damper control operator to keep
same closed when fan is off, and open as required when fan is on.

4. Exhaust Discharge Outlets, Relief Air Outlets, and Rooftop Equipment - Shall be mushroom
type with roof locations and projections above roof accepted by Landlord and to comply with
governing codes. Projections above 3' - 0" require special acceptance by Landlord. (See
subsection (e) 1 above for special requirements for odor handling exhaust units.) All roof
mounted equipment shall be installed on curbs at least 1' - 0" high, properly flashed into the
roof by Landlord's roofing contractor at Tenant's expense.

5. Damper Controls and Interlock. The necessary damper controls and interlock to maintain
the original design air balance shall be provided by Tenant and accepted by Landlord.
Control system must have the ability to shut down fans in case of fire.

6. Food Preparation Exhaust Systems - Special Requirements. The automatic extinguishing
equipment shall be installed in accordance with the National Fire Protection Association

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Standard 96, latest edition, Section 10. The extinguishing system shall be Underwriter's Laboratories, Inc. CO² or dry chemical pre-engineered system with the following features:

- A. Protection of the hood and duct.
- B. Surface protection for deep fat fryer, griddle, broiler and range.
- C. Automatic devices for shutting down fuel or power supply to the appliances getting the surface protection. These devices must be of the manual reset type and not automatic reset.
- D. A readily accessible means to manually actuate the fire extinguisher equipment shall be provided in a path of ingress or egress and shall be clearly identified. This means shall be mechanical and shall not rely on electric power for actuation.
- E. Pamphlet 96 calls for the installation of these systems to be made only by persons properly trained and qualified by the manufacturer of the system being installed. Tenant shall also have an inspection agreement with the firm whose personnel are properly trained and qualified (by the manufacturer) to make such inspections.
- F. If dry chemical systems are used, the exhaust fan must run during the actuation of the extinguishing system in order to draw the dry chemical extinguishant up through the ductwork.
- G. Before the system is fabricated and installed, the systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for review and acceptance.
- H. All exhaust system ductwork and exhaust fans used for exhausting cooking odors and grease-contaminated air shall be cleaned on a regular schedule by an established contractor engaged in the type of service. This cleaning will occur at intervals often enough to insure against grease accumulation in exhaust system, thus eliminating the probability of fires in this system. Underwriter's Laboratories approved grease extracting hoods with water washdown cycle are suggested. However, a properly designed conventional range hood with washable grease filters is acceptable, provided that fire protection sprinkler heads or chemical fire protection is provided above the filters and within the exhaust duct run between the hood and the roof mounted exhaust fan, and is accepted by Landlord's engineer.

**ARTICLE 4
PROCEDURES FOR CONSTRUCTION**

Section 4.01 Commencement of Construction. Tenant shall commence construction of Tenant's Work in the Demised Premises in sufficient time to complete its work by the Commencement Date and, in any event, no later than on or before the Construction Commencement Date specified in Article 1 of this Lease. Tenant shall diligently prosecute such construction and shall complete the same on or before the Construction Completion Date specified in Article 1 of this Lease. The failure of Tenant to comply with the procedures and schedules set forth in this Exhibit "C," to prepare Store Design Drawings, to commence or complete Tenant's Work prior to the Rent Start Date, or to fulfill or cause to be fulfilled all of the conditions to opening specified in Section 4.05 of this Exhibit "C," shall not delay or postpone the Rent Start Date or the commencement of the Term, which shall be as provided for in this Lease.

Section 4.02 General Requirements.

- a. Tenant shall submit to Landlord via certified or registered mail, at least five (5) days prior to the commencement of any of Tenant's Work, the following information:
 - 1. The names and addresses of the general, mechanical and electrical contractors Tenant intends to engage in the construction of the Demised Premises.
 - 2. The date on which Tenant's Work will commence, together with the estimated date of completion of Tenant's Work and fixturing work.
 - 3. Evidence of Tenant's compliance with the insurance requirements set forth in Section 4.07 of this Exhibit "C."
 - 4. Itemized statement of estimated construction costs, including architectural, engineering and contractor's fees.
 - 5. Tenant's contractors' performance and/or labor and material bonds, if so required by Landlord, and/or any other bond to be furnished by Tenant as may be required by Landlord to insure the faithful performance of Tenant's Work in accordance with the Store Design Drawings.

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- b. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship.
- c. The Store Design Drawings and all construction work shall comply in all respects with applicable laws, statutes, ordinances, building codes and regulations and with the requirements of all insurance rating boards. All required building and other permits in connection with the construction and completion of the Demised Premises shall be obtained and paid for by Tenant.

d. Tenant shall apply and pay for all utility services furnished to the Demised Premises.

e. All of Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any person performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion thereof. Tenant shall also require any such person to be responsible for the replacement or repair without additional charge of any and all work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include, without additional charge, all expenses and damages of the work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be so written that such guarantee or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurance necessary to effect the same.

f. Tenant's Work shall be subject to the inspection and approval of Landlord and its supervisory personnel.

g. Tenant's contractor shall present to Landlord and maintain on site at all times one (1) full set of Construction Drawings and Specifications endorsed with the approval stamp and permit number of the Building Department, local Fire Marshall and all other governmental agencies having jurisdiction over the construction and occupancy of the Demised Premises.

h. Tenant's contractor shall present to Landlord one (1) full set of Construction Drawings and Specifications which have been accepted by Landlord, and maintain such Construction Drawings and Specifications at the job site at all times and make the same available for inspection by Landlord and its authorized representatives.

i. In the performance of Tenant's Work in the Demised Premises or any alterations, additions or modifications thereto, Tenant shall not use or install, nor shall Tenant permit its contractors to use or install, any building materials containing asbestos or other hazardous substances.

j. Reused Materials. All existing materials, fixtures, and equipment planned to be reused must be of quality level equal to new and are subject to Landlord's acceptance. Used materials other than that which is existing on the Demised Premises will not be permitted. Any damaged materials must be replaced as directed by Landlord.

k. Coordination. Tenant's Work shall be coordinated with that of Landlord and other tenants in the Shopping Center to such extent that Tenant's Work will not interfere with or delay completion of other construction work in the Shopping Center.

l. Health and Safety Standards. Tenant shall comply with all current provisions of the "Occupational Safety and Health Act" (OSHA) that may apply to Tenant's operations.

m. Tenant shall be responsible for and shall obtain and record a Notice of Completion promptly following completion of Tenant's Work satisfying the requirements of Section 53.106 of the Texas Property Code or any successor statute, and a certified copy of same shall be delivered to Landlord before Tenant opens for business.

Section 4.03. Landlord's Right To Perform Work. Landlord shall have the right to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof by Tenant, all or such portion of Tenant's Work, which Landlord determines in its sole discretion should be performed immediately and on an emergency basis for the best interest of the Shopping Center, including without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris.

Section 4.04 Temporary Facilities During Construction.

a. Except as may be otherwise provided in Section 4.08 of this Exhibit "C," Tenant shall provide and pay for all temporary utility facilities, and the removal of debris, as necessary and required in connection with the construction of the Demised Premises. Storage of Tenant's contractors' construction material, tools, equipment and debris shall be confined to the Demised Premises and any other areas which may be designated for such purposes by Landlord. Landlord shall not be responsible for any loss or damage to Tenant's and/or Tenant's contractors' equipment. In no event

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shall any materials or debris be stored in the malls or service or exit corridors of the Shopping Center.

b. During construction of the Demised Premises, a temporary barricade shall be located at the storefront lease line. Landlord shall furnish and install such barricade; provided, however, that if the barricade has not been installed upon delivery of possession of the Demised Premises to Tenant, Tenant may, with Landlord's prior written approval, furnish and install such barricade to the specifications and design of Landlord. If such barricade is furnished by Landlord, Tenant shall pay to Landlord for use of said barricade an amount of Fifty Dollars (\$50.00) per lineal foot of Tenant's storefront area.

Section 4.05 Condition of Demised Premises.

a. Tenant shall not open for business within the Demised Premises until all of the following have been completed:

1. The satisfactory completion by Tenant of all of Tenant's Work to be performed by Tenant pursuant to this Exhibit "C," in accordance with the Store Design Drawings.
2. If required, the issuance of a Certificate of Occupancy by the Building Department of the City where the Shopping Center is located, and delivery to Landlord of an original or certified copy thereof.
3. The request by Tenant's contractor, when the Demised Premises are substantially complete, of a punch list prepared by Landlord enumerating deficiencies in Tenant's Work.
4. Submission to Landlord of Contractor's Original Notarized Affidavit, all Subcontractors' Original Notarized Affidavits and Original Notarized Final Waivers of Lien, as well as such original notarized lien waivers as Landlord may require from all contractors, subcontractors, laborers, materialmen and material suppliers, which documents must be in form and detail satisfactory to Landlord.

b. Tenant shall cause the following to be performed or completed promptly after opening for business within the Demised Premises, but in no event later than the deadlines set forth below:

1. Submission by Tenant to Landlord of a detailed breakdown of Tenant's final and total construction costs within ten (10) days of completion of construction of the Demised Premises.
2. Full payment by Tenant within ten (10) days of billing of all sums due Landlord pursuant to this Exhibit "C."
3. Correction of any deficiencies set forth in Landlord's punch list within ten (10) days of completion of construction of the Demised Premises.

Section 4.06 Payments by Tenant. Tenant shall pay Landlord all sums due Landlord for items of work performed or expenses incurred by Landlord on behalf of Tenant, including amounts due pursuant to Section 4.08 of this Exhibit "C," within ten (10) days after Landlord sends Tenant a statement therefor.

Section 4.07 Insurance.

a. Tenant shall, at its sole cost and expense, secure and maintain, or cause its contractors to secure and maintain during the period of construction and fixturing work within the Demised Premises, in addition to the insurance required pursuant to Article 9 of this Lease, all of the insurance policies required and in the amounts of coverage set forth below. Tenant shall not permit its contractors to commence any work until all required insurance has been obtained and certificates of such insurance have been delivered to Landlord.

b. Tenant's General Contractor's and Sub-Contractors' Required Minimum Coverage and Limits of Liability.

1. Worker's Compensation, as required by State Law, and including Employer's Liability Insurance with a limit of not less than \$500,000.00, and any insurance required by the Employee Benefit Acts or other statutes applicable in the jurisdiction where the work is to be performed as will protect the contractor and sub-contractors from any and all liability under the aforementioned acts.
2. Comprehensive General Liability or Commercial General Liability Insurance (including Contractor's Protective Liability) in an amount not less than \$2,000,000.00 for any one occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with an aggregate limit of \$2,000,000.00. Such insurance shall provide for explosion, collapse and underground coverage. Such insurance

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shall insure Landlord, Tenant and Tenant's general contractor against any and all claims for bodily injury, including death resulting therefrom and damage to or destruction of property of any kind whatsoever and to whomsoever belonging and arising from operations under the contract or contracts for Tenant's Work, whether such operations are performed by Tenant's general contractor, sub-contractors, or any of their sub-contractors, or by anyone directly or indirectly employed by any of them.

3. Comprehensive Automobile Liability Insurance, including the ownership, maintenance, and operation of any automotive equipment, owned, hired, and non-owned, in an amount not less than \$2,000,000.00 for any one occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof. Such insurance shall insure Landlord, Tenant and Tenant's general contractor and/or sub-contractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others caused by accident and arising from operations under the contract or contracts for Tenant's Work, whether such operations are performed by the general contractor, sub-contractors, or by anyone directly or indirectly employed by any of them.

c. Tenant's Protective Liability Insurance:

Tenant shall provide Owner's Protective Liability Insurance to insure Landlord and Tenant against any and all liability to third parties for damage because of bodily injury (or death resulting therefrom) and property damage of others or a combination thereof which may arise from work in connection with the Demised Premises, and any other liability for damages which Tenant's general contractor and/or sub-contractors are required to insure against under any provisions herein. Said insurance shall be provided in an amount not less than \$2,000,000.00 for any one occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof.

d. Tenant's Builder's Risk Insurance - Completed Value Builder's Risk Material Damage Insurance Coverage:

Tenant shall provide an "All Risk," "All Physical Loss" Builder's Risk insurance policy on the work to be performed for Tenant in the Demised Premises as it relates to the building within which the Demised Premises are located. The policy shall include as insureds Tenant, its contractor and sub-contractors, and Landlord, as their interests may appear. The amount of the insurance to be provided shall be one hundred percent (100%) of the replacement cost.

e. All insurance policies required under this Exhibit "C" other than Worker's Compensation Insurance shall include as additional insureds the persons and entities specified in Section 9.02 of this Lease. The Worker's Compensation Insurance required under this Exhibit "C" shall contain an endorsement waiving all rights of subrogation against such persons and entities. Tenant shall deliver to Landlord policies of insurance or certificates thereof, and the policies of insurance required pursuant to this Exhibit "C" shall in all other respects be kept and maintained, in accordance with the provisions of Article 9 of this Lease relating to insurance maintained by Tenant thereunder. Tenant and Landlord shall each have, in respect of the insurance carried pursuant to this Exhibit "C," the rights, remedies and obligations set forth in Article 9 of this Lease.

Section 4.08 Construction Services.

a. During initial remodeling, fixturing and stocking, Landlord will make available for use by Tenant temporary electricity and a trash removal service from truck courts. Tenant shall pay Landlord a one-time charge of \$2.50 per square foot of Floor Area of the Demised Premises for temporary electricity and a trash removal service. It shall be Tenant's responsibility to break its boxes down and place its trash daily in the containers provided. Trash accumulation will not be permitted overnight in the Demised Premises, malls or service corridors. Tenant is cautioned against having trash accumulate within its area or in the corridor, mall or arcade adjacent to its space. Should this situation develop and Landlord be forced to remove Tenant's or Tenant's contractor's trash, the charge will be 1.5 times Landlord's cost.

b. Landlord shall have the right to enter the Demised Premises from time to time in connection with the testing, adjustment and maintenance of any smoke evacuation system or other life safety system of the Shopping Center. Tenant shall at its sole cost and expense cooperate with Landlord in connection with such work, and Landlord shall have no liability whatsoever to Tenant for damage to the Demised Premises or any property located therein occurring by reason of the testing, adjustment, maintenance or operation of any such system.

c. Tenant shall pay Landlord for the services described above within ten (10) days after Landlord sends Tenant a statement therefor. Tenant shall also pay to Landlord such additional amounts as Landlord has incurred as agent for and on behalf of Tenant in completing Tenant's Work in the Demised Premises, including, but not limited to, any additional fees and assessments, any additional costs for any special heating, cooling, and ventilating equipment, and any structural work necessitated by Tenant's Work.

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- d. All necessary modifications to plumbing and electrical systems within the Demised Premises shall be by Tenant at Tenant's expense. All necessary modifications to fire protection and HVAC systems within the Demised Premises shall be by Tenant at Tenant's expense. All modifications to Landlord's mechanical, electrical, plumbing, fire protection and HVAC systems which, as determined by Landlord's engineers, provide service to said Demised Premises shall be by Landlord at Tenant's expense.

Section 4.09 Submissions Following Completion. Tenant shall also submit the following to Landlord within thirty (30) days following the completion of Tenant's Work or any subsequent Tenant Improvements:

- a. A complete set of record drawing sepia prints initialed as such by Tenant's architect and/or general contractor of the accepted Construction Drawings and Specifications, together with drawings showing any changes made during the course of construction, which drawings and specifications may be relied on by Landlord as delineating Tenant's Work or the Tenant Improvements as actually constructed.
- b. Completed operating, maintenance, and spare parts manuals for all mechanical, electrical and similar equipment installed as part of Tenant's Work or the Tenant Improvements.

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**EXHIBIT "E"
SIGN CRITERIA**

The purpose of this Exhibit is to establish criteria for the design of signage of Tenant that will enhance the visual quality of the Shopping Center consistent with its design theme, with the objective of promoting greater sales for all tenants. Well-designed tenant graphics are an important element in attracting the customer. Tenant is required to provide unique, creative signage consistent with its overall storefront design, within the criteria contained in this Exhibit.

A. ADMINISTRATION

The Administration of this Exhibit is vested in the Landlord's Sign Committee. Detail drawings in quadruplicate (4) plus one (1) set of sepias, as well as samples of materials to be used for each sign, must be prepared and submitted by Tenant to the Tenant Coordinator in conjunction with the storefront design information. Sign drawings must be approved in writing by the Sign Committee before the sign may be fabricated. Tenant shall not be allowed to open without an approved sign.

B. CRITERIA - INTERIOR STOREFRONT SIGN

Signage is subject to the following generally guidelines:

1. Signs can be vertical or horizontal and have multiple reflected images. Multiple signing may be permitted on multidirectional storefronts. Signage may be illuminated.
2. The maximum length of horizontal lettering shall not exceed seventy percent (70%) of the horizontal storefront dimension. However, in all cases the proportional ratio of proposed signage length to overall horizontal storefront dimension shall be left to the discretion of the Sign Committee.
3. No sign may be within three (3) feet of the facade of any Department Store. Landlord reserves the right to further regulate any signage within close proximity to all Department Stores.
4. Wording shall be limited to the Trade Name of Tenant. Logos may be reviewed on an individual basis, by the Sign Committee.
5. Individual letters shall not extend more than five inches (5") beyond the face of the storefront and shall be no higher than eighteen inches (18"). Individual plex-face channel letters are discouraged.
6. Light boxes may be permitted if recessed and integrated into overall design of storefront. Exposed lighted surfaces are to be limited to the letters. The background shall be opaque, and of high quality material, i.e. polished metal, mirror, opaque glass, etc.
7. Exposed neon signs when held together by a clear glass tube framing system may be exposed in a window, mounted inside a light box covered with a colored translucent or mirrored plexiglass, or may be mounted directly on the store facade. Blacked-out connectors between portions of words or letters on exposed neon signs is prohibited. All exposed neon signs must be equipped with a Light Set control (dimmer).
8. Non-translucent, front-lighted, or back-lighted letters may be permitted. Recommended materials are gold leaf on glass, wood, chrome, brass, ceramic, and etched glass.
9. Blade signs (maximum 24" wide, 24" high) may be permitted, if considered an integral part of the tenant storefront design as determined by the Sign Committee. Both sides are to be utilized. Mounting and bracket details must be included as part of the sign submitted. Special decor designs of products must be approved by the Sign Committee.
10. Perimeter blade sign lighting may be allowed, i.e. neon/small bulbs, if approved by the Sign Committee.
11. Signage may be incorporated into canvas canopies if part of storefront design.
11. All electrical penetrations through the storefront fascia for sign installation shall include PK housings.

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C. CRITERIA - EXTERIOR BUILDING SIGNS

By nature of the project, Tenant shall only be permitted to have an exterior sign if it is a major tenant with exterior customers entrances (except insofar as the Committee may, in unusual circumstances and upon good cause shown, allow an exterior sign to a major tenant without an exterior storefront entrance). Any exterior signage of Tenant shall be restricted in location to the exterior storefront proper, and each exterior storefront shall be considered separately and only one sign shall be allowed. The location of any exterior signage of Tenant shall be limited to said storefronts and in the place of the actual storefront. Any exterior signage shall be self-illuminated plexiglass letters with metal sides mounted on the wall of the storefront so that no light shows except through the plexiglass face.

D. GENERAL

1. Doors and Windows

Lettering applied to doors, windows, or show windows shall not be illuminated on either exterior or interior, shall not exceed two inches (2") in height, and shall be submitted to the Sign Committee for approval. No temporary or permanent paper or cardboard signs shall be permitted to be applied to the interior or exterior face of storefront glass or other storefront materials.

2. Sidewalks and Floor Coverings

No signs will be allowed in the exterior sidewalk or beyond the interior lease-line of the Demised Premises contiguous to the malls, courts, and arcades. Signs, logos, etc. inserted into Tenant's carpet or floor tile patterns, will be considered on an individual basis. Material samples must be submitted for Landlord's review.

3. Service Courts

Service entrance signs will be provided by Landlord.

4. Action Signs

No flashing action, moving or audible signs are permitted.

5. Colors

Must be compatible to colors and materials for Tenant's storefront and submitted to the Sign Committee for approval.

6. Drawing Submittals

Four (4) copies of design and shop drawings and one (1) set of sepia shall be submitted, showing the size of lettering, overall size of sign, material and colors including manufacturer's numbers, mounting details, sections and details, and location of sign in relation to each elevation. The drawings shall show other elements such as soffits, canopies, and the relationship of the sign to the other elements of the storefront, especially the vertical fascia. Such drawings must be submitted in conjunction with storefront design information.

7. Responsibility

All signs, permits, and related or resulting construction shall be Tenant's responsibility and all sign installations shall be subject to the approval of the Tenant Coordinator. No sign maker's identification or registered trademark indications shall be permitted. Sign Contractor shall repair any damage caused by his work. All signs must conform to local Building and Electrical Codes.

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DESIGN CRITERIA FOR MECHANICAL AND
ELECTRICAL WORK BY LANDLORD AND/OR TENANT
WILLOWBROOK MALL
HOUSTON, TEXAS

EXHIBIT D
ALL TENANTS

GENERAL:

This design criteria provides information and lists requirements in connection with preparation of plans and specifications for that portion of the Mechanical and Electrical Work for Mall Tenants in this Shopping Center that shall be done within tenants' spaces.

No construction will be permitted without plans and specifications having written approval by Landlord, as well as by all governing bodies having jurisdiction. These documents plus supporting calculation data must be submitted for written approval by Landlord before any contracts are let.

Landlord has pre-installed a rooftop air conditioning unit for each tenant and public area in this Shopping Center, as described in detail hereinafter in Section A. "Heating, Ventilating and Cooling."

It will be Tenant's responsibility to provide and install in accordance with this criteria the work as outlined under Section A. "Heating, Ventilating and Cooling" — Section B. "Exhaust Systems" — Section C. "Electrical Wiring" — Section D. "Plumbing" and Section E. "Additional Requirements," as they apply to Tenant's particular installation.

A. HEATING, VENTILATING AND COOLING

	Design Conditions Heating	Design Conditions Cooling
Inside dry bulb temperature	65°F	78°F
Outside dry bulb temperature	27°F	95°F

1. Rooftop Air Conditioning System

- a. Landlord has pre-installed and wired, on behalf of each tenant, except restaurants, an electrically operated rooftop air conditioning unit as described in EXHIBIT C or C-1, and as shown on Tenant Print Package.
- b. Tenant is responsible for completion of its duct system, electric wiring, temperature controls, any desired heating system, and heat detection system as hereinafter described, at Tenant's expense.
- c. Design heating conditions may be met through Tenant's connected lighting load or auxiliary electric heating, at Tenant's discretion and expense.

2. Information on Ventilating System Design

- a. Ductwork — Tenant shall provide at its expense, all ductwork and accessories for air distribution. All ductwork shall be designed in accordance with the procedures described in the ASHRAE "Guide," and fabricated and installed in accordance with the latest methods recommended in the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) low velocity duct manual, latest edition. No fiberglass ductwork will be installed.
- b. Ceiling Diffusers — Shall be similar to Turtle & Bailey DSLA with #6 Control, which is an opposed blade volume control and separate extractor. This is intended to establish quality only for the installation of diffusers to be installed when completing Tenant HVAC system.
- c. Ceiling Access Panels — Tenant shall provide 24" x 24" access panels in the ceiling within the leased premises at dampers, air handling unit, and elsewhere as required to provide access to equipment.

3. Automatic Temperature Controls System for Tenant Stores

- a. The leased premises will have its own thermostat(s), depending on the number of control zones, which will control the temperature in the leased premises during the open hours. It will be Tenant's responsibility to operate the system properly during all hours when Tenant is open for business.
- b. Landlord has partially installed the electrical wiring of all power and control circuits for Tenant's air conditioning unit as part of its pre-installation service. Control wiring and power leads are installed between Tenant's unit and its premises. Tenant will complete its wiring as required. Landlord will give to each tenant, as part of the pre-installed air conditioning package, a thermostat which will be mounted and wired by Tenant at a suitable location within its space at Tenant's expense.

Tenant will be required to furnish and install, at Tenant's expense, one or more ceiling-mounted heat detectors within its space to shut down the air conditioner whenever an abnormal condition is detected. These devices are required by local code authorities as part of the fire prevention smoke removal system approval for this building. A wiring diagram for installation of the heat detector is provided in the Tenant Print Package, as well as specifications for the heat detector device.

3. EXHAUST SYSTEM

1. Toilet Exhaust Systems

Each Tenant will provide its own toilet exhaust system in accordance with the requirements of all applicable codes. In no case shall Tenant's system exhaust be less than 2 CFM per square foot of toilet room area or 50 CFM, whichever is greater.

Tenants will provide an appropriately sized fan and backdraft damper and will run their toilet exhaust ducts to an exhaust-stack provided by Landlord at a point indicated on the Tenant Print Package. Tenant will connect its duct to the exhaust stack and will provide a capped tee to allow for the exhaust duct connection of other tenants.

2. Special Exhaust Systems

Maximum Exhaust Air — Shall be based on codes and special requirements. Food or other odors from kitchen, food preparation area, dining room and/or cafeteria areas must be exhausted to atmosphere through Tenant-furnished and installed up-blast exhaust fan equal to the Penn Ventilator Co. Fume-X fan. The manufactured fan unit shall be modified by the addition of a fabricated venturi type duct adaptor to assure a minimum discharge velocity of 2000 F.P.M. The exhaust fan shall be provided with a drainage area at the bottom of the unit complete with a residue trough equipped to be cleaned periodically by Tenant. The location of the exhaust fan shall be no less than 20'-0" from any air intakes so as to avoid contaminating air supplied to other tenants. If necessary, an additional duct extension on the fan discharge may be required if odors become a problem within the mall. Exhaust duct and fan location shall be submitted to Landlord for approval.

Tenant shall clean its filter and duct system on a regular program so that grease is not deposited on the roof. Any grease damage shall be corrected at Tenant's expense.

Tenant shall provide an electrical interlock so that its kitchen exhaust fan shall run at all times that the lights in the kitchen area are on. See Tenant Print Package for suggested electrical circuit.

Tenant is required to run exhaust fans so that no odors are allowed to enter the public mall or any adjacent tenant spaces.

Makeup air for exhaust systems from kitchen, food preparation area, dining area, and cafeteria areas must be accomplished by tenant-furnished and installed makeup air systems.

3. Exhaust Fan Discharge Dampers

Shall be parallel blade, neoprene-lined edge, reasonably airtight when closed, located close to outdoor outlet, with damper control operator to keep same closed when fan is off, and open as required when fan is on.

4. Exhaust Discharge Outlets, Relief Air Outlets, and Rooftop Equipment

Shall be mushroom type with roof locations and projections above roof approved by Landlord and to comply with governing codes. Projections above 3'-0" require special approval. (See Paragraph 1 above for special requirements for odor handling exhaust units.) All roof mounted equipment shall be installed on curbs at least 1'-0" high, properly flashed into the roof by Landlord's roofing contractor at Tenant's expense.

5. Damper Controls and Interlock

The necessary damper controls and interlock to maintain the original design air balance shall be provided by Tenant and approved by Landlord. Control system must have the ability to shut down fans in case of fire.

6. Food Preparation Exhaust Systems — Special Requirements

The automatic extinguishing equipment should be installed in accordance with the National Fire Protection Association Standard 96, latest edition, Section 10.

The extinguishing system shall be Underwriters' Laboratories, Inc. CO₂ or dry chemical pre-engineered system with the following features:

- a. Protection of the hood and duct.
- b. Surface protection for deep fat fryer, griddle, broiler and range.
- c. Automatic devices for shutting down fuel or power supply to the appliances getting the surface protection. It should be noted that these devices must be of the manual reset type and not automatic reset.
- d. A readily accessible means to manually actuate the fire extinguishing equipment shall be provided in a path of ingress or egress and shall be clearly identified. This means shall be mechanical and shall not rely on electric power for actuation.

- e. Pamphlet 96 calls for the installation of these systems to be made only by persons properly trained and qualified by the manufacturer of the system being installed. Tenant shall also have an inspection agreement with the firm whose personnel are properly trained and qualified (by the manufacturer) to make such inspections.
- f. If dry chemical systems are used, the exhaust fan must run during the actuation of the extinguishing system in order to draw the dry chemical extinguishant up through the ductwork.
- g. Before the system is fabricated and installed, the systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for review and approval.
- h. All exhaust system ductwork and exhaust fans used for exhausting cooking odors and grease-containing air shall be cleaned on a regular schedule by an established contractor engaged in that type of service. This cleaning will occur at intervals often enough to insure against grease accumulation in exhaust system, thus eliminating the probability of fires in this system. Underwriters' Laboratories approve grease extracting hoods with water washdown cycle are suggested. However, a properly designed conventional range hood with washable grease filters is acceptable, provided that fire protection sprinkler head or chemical fire protection is provided above the filters and within the exhaust duct run between the hood and the roof mounted exhaust fan, and is approved by Schlimer Engineering.

7. See Section E. "Additional Requirements" at end of this Criteria.

C. ELECTRICAL WIRING

1. Electric Service
 - a. Landlord will provide an electric distribution system of 480/277 volts service as outlined in EXHIBIT C or C-1, Utilities. Tenant will connect thereto, furnish all necessary labor, disconnects, meter sockets or cubicles, branch and main circuit breakers, panels, transformer, conduit wire, etc., to provide a complete approved electric distribution system within the leased premises.
 - b. Landlord has sized electrical service sufficient to accommodate a nominal electrical installation of 7.0 watts per square foot for retail tenants, 30.0 watts per square foot for Fast Food Boutique tenants, and 60.0 watts per square foot for restaurants and cafeterias. Loads in excess will require special review and written permission of Landlord, and Tenant will be charged for required revisions to Landlord's distribution system.
 - c. Tenant's electrical drawing submittals must include a tabulation of the electrical load including quantities and sizes of lamps, appliances, signs, water heaters, etc., and KW demand for each installed item. A complete electrical panel schedule is desirable for each installation.
2. Electric Construction
 - a. Material — General — all electrical materials shall be new, shall be National Electrical Code Standard, unless better grade is required by local code, and shall bear the Underwriters' Laboratories label.
 - b. Hours of Operation — store lighting hours will conform to Landlord's instructions. Basic hours will be Shopping Center hours with sufficient lead and lag time to allow for normal business necessities.
 - c. Telephone System — all telephones with services thereto shall be provided by Tenant. All telephone charges shall be paid by Tenant directly to the telephone utility company furnishing the service. Complete conduit system, if required, shall be provided by Tenant for utility company with pull wires installed in all conduit. Outlet boxes shall be 4" square minimum with single device cover and telephone plate.
 - d. Lighting Fixtures — shall bear Underwriters' label and be of a type approved by City inspection authorities. Recessed fixtures installed in furred spaces shall be connected by means of flexible conduit and "AF" wire run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall be high power factor type with individual non-resetting overload protection.
 - e. Nameplates — equipment listed below shall be identified with engraved bakelite nameplates — distribution panels, motor starters, lighting panels, and push bottom stations.
 - f. Electric Hot Water Heaters — if needed, shall be provided by Tenant for its domestic water requirements, shall be automatic and shall be limited to 12 gallon capacity. Special approval for heaters of larger capacity will be required. Unit shall be U.L. approved. Heaters will have a pressure relief piped to nearest drain in Tenant space.
 - g. All Fluorescent fixtures shall be provided and installed by Tenant with switch legs and local switches rated 20 amps at 277 volts. All Fluorescent fixtures must have internal protection devices.
 - h. Panel board, furnished and installed by Tenant, for 120/208 volt lighting within the leased premises shall be equal to type NLAB class panels and 277/480 volt panels shall be equal to type NHB class with single or multiple pole bolted thermal magnetic breakers.
 - i. Transformer — shall be furnished and installed by Tenant, as required.

D. PLUMBING

1. Plumbing and Drainage

Tenant's plumbing facilities shall be confined to the limits of the leased premises and in the immediate vicinity of adjacent service corridors. Water closets, water closets seats to have an open front, urinals, lavatories, janitor sinks and drinking fountains shall be of good standard manufacture. Water closets shall be tank type. See EXHIBIT C or C-1 for water meter requirements. Plumbing installation shall be in accordance with all applicable codes.

2. Gas Service

Is available from the local Gas Company at each truck court. All piping and associated work for extension of services from that point in the truck courts is by Tenant at Tenant's expense, and subject to Landlord's approval and governing code requirements. Tenant shall make all arrangements for gas service directly with the Gas Company.

3. Approval of Designs

Complete plans and specifications covering the plumbing work, adequate for permit and construction purposes, shall be provided to Landlord for approval.

4. Additional Requirements

See Section E. "Additional Requirements" at the end of this Criteria.

E. ADDITIONAL REQUIREMENTS

1. Quality Standards

All such work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any person performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion thereof. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of any and all work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include, without additional charge, all expenses and damages in connection with such removal, replacement, or repair of any part of the work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be so written that such guarantee or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurance necessary to effect the same.

2. Coordination

Tenant's Work shall be coordinated with that of Landlord and other tenants in the Shopping Center to such extent that Tenant's work will not interfere with or delay completion of other construction work in the Center. Tenant shall provide public liability and property damage insurance for all work performed by Tenant's contractors, subcontractors, and their suppliers as outlined in Exhibit C or C-1. Tenant agrees to deliver to Landlord a complete release from all liens arising out of Tenant's construction work.

3. Pollution

Tenant shall comply with any existing or future City, County, State or Federal regulations or legislation regarding the control of pollution as it applies to Tenant's operations.

4. Health and Safety Standards

Tenant shall comply with all current provisions of the "Occupational Safety and Health Act" (OSHA) that may apply to Tenant's operations.

The above Description of Design Criteria for Mechanical and Electrical Work by Landlord and/or Tenant, entitled "EXHIBIT D" shall be a part of, and is hereby attached to the lease dated _____.

TENANT'S INITIALS

LANDLORD'S INITIALS

DESCRIPTION OF TENANT WORK
WILLOWBROOK MALL
HOUSTON, TEXAS

EXHIBIT X
ALL TENANTS

A. STRUCTURE

Landlord has provided a single level structure designed in accordance with all governing building codes. All elements and dimensions must be field verified by Tenant's Architect due to the previous occupancy of the space and subsequent modifications.

1. Floor Slab:

Slab on grade, hard troweled concrete surface. All slab on grade concrete installed by Tenant shall be 3000 PSI at 28 days, reinforced with 6" x 6" wire mesh. Any cutting and patching of this lower level slab required written approval by Landlord before work by Tenant can be initiated.

2. Columns

Unprimed structural steel shapes.

3. Overhead Structure

Tenant storefront is not to be supported from building structure above only from the floor and is not to be supported from soffit framing.

4. Roof

Roof structure over lease space shall be structural steel framing, bar joist, metal deck, insulation and built-up roofing.

5. Roof Penetrations

Roof penetrations shall be held to a minimum. All required Tenant penetrations of roofing system shall be made by Landlord's roofing contractor at Tenant's expense after notification to Landlord for approval. Any structural framing required by Landlord's Engineer due to Tenant's roof penetrations for roof mounted equipment shall be by Landlord's Contractor at Tenant's expense. All engineering costs for modifications to Landlord's structure are Tenant's responsibility.

6. Should an expansion joint occur in the leased premises, Tenant is responsible for all construction affected by such joint including floor, walls, and ceiling. Tenant shall maintain integrity of all such expansion joints in a manner consistent with acceptable construction design practices.

7. All drilling, welding, or other attachment to the structural system must be approved by Landlord in writing before work is begun, and must be clearly identified on Tenant's drawings. Landlord approval of drawings does not relieve Tenant of the responsibility to make request in writing.

8. DEMISING PARTITIONS AND STOREFRONTS

1. Tenant must furnish and install 5/8" fire core gypboard, taped and bedded, airtight against the deck above, on its side of all common divided partitions, at Tenant's expense. Tenant must seal in an airtight manner, all structural shapes, ducts, piping and penetrations through the demising walls. Demising walls shall be installed tight to ceiling deck and shall be airtight, since space between the slab and finished ceiling is used as an air plenum. Interior partitions shall

WILLOWBROOK
EXHIBIT X
ALL TENANTS

- be considered of metal studs. If non-combustible wood is used, it shall bear the U.L. approval and mill stamp indicating it is treated, and must be completely enveloped and solidly locked with 5/8" fire core gypsum. Combustible material of any nature will not be allowed above finished ceilings.
- Field applied treatment to combustible materials is not permitted. Storefront bulkhead must be sealed airtight from ceiling to deck above.
2. Vertical neutral strips separating Tenant storefront construction have been erected on the storefront lease line, contiguous with dividing partitions. The storefront area between the edges of the neutral strips and between the mill finished floor and the underside of the soffit is for storefront work by Tenant. Tenant shall be responsible for constructing a complete storefront in the full height of the opening and make suitable attachment or termination of construction to the soffit and proper closure against each neutral strip. All aluminum on Tenant's storefront must be anodized with a dark bronze finish including exposed portions of security gates. All storefront designs, including all sign work, must be submitted, with plan submittal to Landlord for written approval before construction may begin. The precept for sign design is contained in the Sign Regulations, EXHIBIT E. The stipulations of EXHIBIT E shall govern all sign designs, layout and installation. Sign information must be presented when submitting storefront design for approval. Incomplete or sketchy submittals of Tenant's development will not be considered for approval by Landlord.
3. Service Doors - It should be noted that there are two specific conditions relative to service doors:
- a. Doors that lead to an interior service corridor:
Tenant must furnish and install a minimum of 3' - 0" x 7' - 0", Class "B" labeled door and frame, complying with local code requirements. This door's secondary use is that of an exit, and must swing in the direction of travel, and must be necessary required hardware according to code. Tenant is required to make complete installation of door, including proper anchorage of frame, providing hole in sheetrock, necessary headers, and other accessories for a proper installation. Tenant will also furnish and install all signs required by code relative to the locking times of the exit door.
- b. Doors that lead directly to the exterior:
Landlord has furnished and installed 3' - 0" x 7' - 0" hollow metal service doors and frames including butt hinges, latching hardware with a blank lock cylinder on the interior, and removable core lock cylinder on the exterior, and weather stripping. Tenant will furnish and install any additional locking hardware desired as well as any other accessory items such as kickplates, door alarms, door closers, hold open arms, etc., all subject to Landlord approval. Tenant will also furnish and install all signs required by code, relative to the locking times of the exit door. Tenant will be required to maintain entire door installation, plus all related hardware including door and frame finishes, at Tenant's expense. Tenant shall not apply wording to exterior surface of service doors.

4. Security screens to secure Tenant's space during off-hours may be installed at Tenant's option. Drawings detailing the integration of such screen into Tenant's storefront shall be submitted for Landlord's approval. All security screens shall be self-supporting from the floor slab.

5. Storefront Construction

Construction or design elements will not be allowed to project beyond Tenant's lease line.

6. Storefront Grille Key Switches

Key switches for motorized grilles shall be mounted as inconspicuously as possible. Switch covers are to match adjacent storefront materials and colors. Approximate maximum height of switch above finished floor shall be 12 inches. All switches shall be flush mounted and not located on front face of Tenant storefront.

7. Storefront Glass

All storefront glass must be safety plate or tempered.

Use of plate glass mirrors, on storefronts, will be permitted only if solidly bonded to non-combustible backing material subject to Landlord's approval. Storefront glass of any type will not be permitted to terminate directly against flooring, a durable kickplate is required.

8. Noise Transmission

Tenant whose normal operations generate moderate or high sound level, i.e. pet shops, coin operated amusement centers, musical instrument show rooms, stereo centers, etc., are required to insulate their demising walls against sound transmission.

C. INTERIOR FINISHES

1. Floors

a. All Tenant finish floor covering materials must be selected or adapted in thickness to correspond exactly with the level of the finished mall floor at the lease line will be approximately 7/8" above the troweled concrete floor of the lease premises.

b. Tenant may elect to set its show window, glass or grille line back from the lease line or other storefront element within the premises. If such set-back storefront configuration is established, Tenant is encouraged to install flooring material identical in quality, color, and pattern to the adjacent mall flooring. Tenant is encouraged to contact Landlord's Tenant Coordinator to arrange for purchase and installation of matching floor materials at storefront at Tenant's expense.

c. Tenant's drawing, submitted for Landlord's approval, must show the exact dimensioned locations of all floor penetrations. Tenant will be required to complete all penetrations in such manner that odors or liquids will not permeate the slabs at these openings. Tenant shall provide liquid-tight sleeves at all floor penetrations at Tenant's expense.

d. If Tenant elects to install carpeting it must not extend past centerline of door track to lease line. Tenant is further encouraged to create an entry of floor tile or parquet identical in quality and color to existing mall flooring.

2. Ceiling

- a. Combustible material of any nature will not be allowed above finished ceilings. Organic material either treated or non-treated of any nature will not be allowed exposed above finished ceilings.
- b. All ceiling material must be non-combustible, equal to Class "A" installation.
- c. Ceiling not termination tight against wall surface must be returned to the deck above and sealed as required.
- d. Space height - Landlord has typically provided a clearance height of 12' - 0" above finished floor, subject to as built conditions of others previously occupying the space.

0. UTILITIES

1. Electric Power

a. Landlord has provided an electric distribution system of 480/277 volts, 3 phase, 60 cycle, electrical distribution to electrical meter rooms.

Notwithstanding anything to the contrary, Landlord is liable to provide no more service than the original design load. 7.0 watts per square foot for all retail tenants, 30.0 watts per square foot for Fast Food Boutique Tenants, and 60.0 watts per square foot for restaurants and cafeterias.

Additional service may be provided at Tenant's cost subject to Landlord's approval. It will be Tenant's responsibility to complete the electrical installation within its space in accordance with all National, State and local codes that may apply. All plans must be approved by Landlord. Electrical plans submitted for approval must have all load requirements detailed and must include complete panel, lighting fixtures and equipment schedules. Landlord's approval of electric plan is not to be interpreted as statement of compliance with code requirements.

b. Tenant's electrical drawing submittals must include a tabulation of the electrical load including quantities and sizes of lamps, appliances, signs, water heaters, etc., and KW demand for each installed item. A complete electrical panel schedule is required for each installation.

c. Material - General - all electrical materials shall be new, shall be National Electric Code Standard, unless better grade is required by local code, and shall bear the Underwriter's Laboratories Label.

d. Hours of Operation - store lighting hours will conform to Landlord's instructions. Basic hours will be Shopping-Center hours with sufficient lead and lag time to allow for normal business necessities.

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- e. Updated nameplates - equipment listed below shall be identified with updated engraved labels. The nameplates distribute panels, motor starters, lighting panels, and push bottom stations. All circuits shall be properly identified on all panels.
 - f. Electric Hot Water Heaters - if needed, shall be provided by Tenant for its domestic water requirements, shall be automatic and shall be limited to 12 gallon capacity. Heaters will have a pressure relief piped to the nearest drain in Tenant's space.
 - g. Transformer - shall be furnished and installed by Tenant, as required.
 - h. Aluminum wiring will not be permitted. All wiring by Tenant shall be copper.
 - i. Tenant shall provide a separate night lighting circuit for after hours illumination as required.
 - j. Lighting fixtures - shall bear Underwriter's label and be of a type approved by City Inspection Authorities. Recessed fixtures installed in furred spaces shall be connected by means of flexible conduit and "AF" wire run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall be high power factor type with individual non-resetting overload protection.
 - k. All fluorescent fixtures shall be provided and installed by Tenant with switch legs and local switches rated 20 amps at 277 volts. All fluorescent fixtures must have internal protection devices.
 1. Panel board, furnished and installed by Tenant, for 120/208 volt lighting within the leased premises shall be equal to type NLAB class panels and 277/480 volt panels shall be equal to type NHB class with single or multiple pole bolted thermal magnetic breakers.
2. Water
- Domestic cold water will be provided by Landlord at or near the boundary of the leased premises. Tenant shall install a meter and extend service according to Tenant requirements. All runs shall be insulated to prevent condensation. Tenant shall furnish and install a water meter conforming to American Water Works Association specifications for domestic service. Meter shall be installed by Tenant at Tenant's expense in an area easily accessible to Landlord's personnel. The meter reading shall be used to complete Tenant's bill in accordance with established utility rates.

3. Sanitary Sewer

- a. All Tenants are required to provide toilet facilities within their leased premises, at Tenant's expense. Each Tenant shall install a minimum of one (1) water closet and one (1) lavatory and connect to Landlord's sanitary sewer at Tenant's expense. In addition, food service Tenants must provide a hand wash sink located within the kitchen preparation area.
- b. All plumbing work must be installed according to all local codes, and Landlord's approval of Tenant's plans is not to be interpreted as a statement of compliance with code requirements.

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- c. All Tenant's shall provide floor drains in toilet and kitchen areas where applicable. Local codes shall govern; however, a minimum of one (1) shall be required, in each room.
- d. All Tenant's shall provide accessible clean-outs in toilet and kitchen areas. Local codes and Landlord's local authority shall govern.
- e. Tenant shall provide access to all Landlord clean-outs that may occur in Tenant's space.
- f. Landlord has installed separate sanitary and grease waste lines for food service Tenant's. Tenant will connect all greas handling drains from pot sinks, wash sinks, dishwashers, floor drains, etc., to the grease waste line. Garbage grinders will not be permitted without Landlord approval and, if approved, shall be connected to the sanitary line. Toilets shall also be connected to sanitary sewer line.
- g. Tenant will run his vent piping to the nearest vent stack and connect to the opening therein by Landlord. Tenant will install a plugged tee in his vent piping stack by other Tenant's.

4. Heating, Ventilating and Cooling

See Lease Article 16 for design conditions and extent of system provided.

5. Gas Service

Is available from the local Gas Company at each truck court. All piping and associated work for extension of services from that point in the courts to leased premises is by Tenant at Tenant's expense and subject to Landlord's approval and governing code requirements.

6. Telephone Service

Landlord will arrange with the telephone company to install telephone service to telephone junction boards located in service areas. All telephone work beyond this point will be arranged for with the telephone company by Tenant at Tenant's expense. Tenant will provide and install all conduits required for telephone service within his space.

7. Exits

Exit requirements and exit identification within Tenant's premises shall be furnished and installed by Tenant in accordance with requirements of the governing building code as may be revised and amended up to the time that construction is completed by Tenant, and approved by the local building authority. Exit lights will have auxiliary battery power provided with individual battery units for each fixture, or through a 12 volt wiring system with a single battery source. Exit lights must be illuminated during "normal power", periods, and during "no power", periods. During "no power", periods, exit lights must operate simultaneously with the emergency lights.

8. Fire Extinguisher Requirements

Each Tenant will furnish and install, in readily accessible location, fire extinguishers throughout its leased premises. The requirement is one extinguisher per 3000 square feet or space with a maximum separation of 75' - 0", walk-in distance. Type of extinguisher shall be Class ABC, 10 lb. dry chemical. This requirement is necessary for insurance ratings. Locations must be approved by Landlord's fire protection consultant.

9. Roof Drainage

Will be provided by Landlord.

10. Sprinklers

All modifications to the existing Tenant sprinkler grid to fit new Tenant's sprinkler requirements shall be by Tenant's Sprinkler Contractor.

Tenant's licensed Sprinkler Contractor must provide Landlord with shop drawings (one (1) sepia and three (3) prints) detailing the modification to the existing system. Work shall not commence until Landlord has received and approved Tenant's sprinkler drawings.

Tenant Contractor shall notify Landlord's local authority prior to each shutting down or filling of Tenant's sprinkler system.

E. EXHAUST SYSTEM

1. Toilet Exhaust Systems

Each Tenant will provide its own toilet exhaust system in accordance with the requirements of all applicable codes. In no case shall Tenant's system exhaust be less than 2 CFM per square foot of toilet room area or 50 CFM, whichever is greater.

Tenant's will provide an appropriately sized fan and backdraft damper and will run their toilet exhaust ducts to an exhaust stack provided by Landlord.

2. Special Exhaust Systems

Maximum Exhaust Air - Shall be based on codes and special requirements. Food or other odors from kitchen, dining room and cafeteria areas must be exhausted to atmosphere through tenant-furnished and installed up-blast exhaust fan equal to the Penn Ventilator Co. Fume-X fan. The anufactured fan unit shall be modified by the addition of a fabricated venturi type duct adaptor to assure a minimum discharge velocity of 2000 F.P.M. The exhaust fan shall be provided with a drainage area at the bottom of the unit complete with a residue through equipped to be cleaned periodically by Tenant. The location of the exhaust fan shall be no less than 20'-0" from any air intakes so as to avoid contaminating air supplied to other Tenants. If necessary, an additional duct extension on the fan discharge may be required if doors become a problem within the mall. Exhaust duct and fan location shall be submitted to Landlord for approval.

Tenant shall clean its filter and duct systems on a regular program so that grease is not deposited on the roof. Any grease damage shall be corrected at Tenant's expense.

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ALL TENANTS

Tenant shall provide an electrical interlock so that its kitchen exhaust fan shall run at all times that the lights in the kitchen area are on.

Tenant is required to run exhaust fans so that no odors are allowed to enter the public mall or any adjacent tenant spaces.

Makeup air for exhaust systems from kitchen, dining room, and cafeteria areas must be accomplished by tenant-furnished and installed makeup air systems.

3. Exhaust Fan Discharge Dampers

Shall be parallel blade, neoprene-lined edge, reasonably airtight when closed, located close to outdoor outlet, with damper control operator to keep same closed when fan is off, and open as required when fan is on.

4. Exhaust Discharge Outlets, Relief Air Outlets, and Rooftop Equipment

Shall be mushroom type with roof locations and projections above roof approved by landlord and to comply with governing codes. Projections above 3' - 0" require special approval. (See Paragraph 1 above for special requirements for odor handling exhaust units.) All roof mounted equipment shall be installed on curbs at least 1' - 0" high, properly flashed into the roof by landlord's roofing contractor at Tenant's expense.

5. Damper Controls and Interlock

The necessary damper controls and interlock to maintain the original design air balance shall be provided by Tenant and approved by Landlord. Control system must have the ability to shut down fans in case of fire.

6. Food Preparation Exhaust Systems - Special Requirements

The automatic extinguishing equipment should be installed in accordance with the National Fire Protection Association Standard 96, latest edition, Section 10.

The extinguishing system shall be Underwriters' Laboratories, Inc. CO₂ or dry chemical pre-engineered system with the following features:

- a. Protection of the hood and duct.
- b. Surface protection for deep fat fryer, griddle, broiler and range.
- c. Automatic devices for shutting down fuel or power supply to the appliances getting the surface protection. It should be noted that these devices must be of the manual reset type and not automatic reset.
- d. A readily accessible means to manually actuate the fire extinguishing equipment shall be provided in a path of ingress or egress and shall be clearly identified. This means shall be mechanical and shall not rely on electric power for actuation.

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- e. Pamphlet 96 call for the installation of these systems to be made only by persons properly trained and qualified by the manufacturer of the system being installed. Tenant shall also have an inspection agreement with the firm whose personnel are properly trained and qualified (by the manufacturer) to make such inspections.
- f. If dry chemical systems are used, the exhaust fan must run during the actuation of the extinguishing system in order to draw the dry chemical extinguishant up through the ductwork.
- g. Before the system is factricated and installed, the systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for review and approval.
- h. All exhaust system ductwork and exhaust fans used for exhausting cooking odors and grease-contaminated air shall be cleaned on a regular schedule by an established contractor engaged in the type of service. This cleaning will occur at intervals often enough to insure against grease accumulation in exhaust system, thus eliminating the probability of fires in this system. Underwriter's Laboratories approved grease extracting hoods with water washdown cycle are suggested. However, a properly designed conventional range hood with washable grease filters is acceptable, provided that fire protection sprinkler heads or chemical fire protection is provided above the filters and within the exhaust duct run between the hood and the roof mounted exhaust fan, and is approved by Schirmer Engineering.

F. GENERAL

- 1. Tenant must provide working drawings sealed by a Registered Architect for all items of work performed within the shell structure. This shall be four (4) complete sets of prints plus one (1) set of sepias for Landlord's review and approval.
- 2. Landlord, Tenant or utility company, shall have the right, subject to Landlord's approval, to run utility lines, pipes, roof drainage pipes, conduit, wire or ductwork, where necessary, above ceiling space, column space, or other parts of leased premises, and to maintain same in a manner which does not interfere unnecessarily with Tenant's use thereof. It shall be Tenant's responsibility to provide access panels in its finish work where required by Landlord.
- 3. Tenant shall prepare all its plans and perform all its work to comply with all governing statutes, ordinances, regulations, codes and insurance rating boards; take out all necessary permits and obtain Certificates of Occupancy for the work performed by him, all subject to Landlord's approval. Landlord's approval of Tenant's plans does not relieve Tenant of its obligation to complete the development in accordance with the terms of the Lease Agreement, nor does it relieve Tenant of the necessity of complying with the laws, rules, regulations, and requirements of local governing authorities. Certificates of Occupancy or copy thereof are mandatory and shall be filed with Landlord before Tenant opens for business.

4. Landlord will provide all sidewalks, finished common areas, parking lot, storm drain systems, curbs, and common area lighting beyond the lease lines.

5. Barricades

Tenant Contractor shall be responsible for providing and maintaining a temporary storefront barricade made of paneling, fylon or painted plywood during Tenant construction. Temporary storefront shall completely enclose Tenant storefront and is subject to approval of Landlord's local authority.

6. Reused Materials

All existing materials, fixtures, and equipment planned to be reused must be of quality level equal to new and are subject to Landlord's approval. Used materials other than that which is existing on the premises will not be permitted. Any damaged materials must be replaced as directed by Landlord.

7. Tenant will be required to furnish and install, at Tenant's expense, one or more ceiling-mounted heat detectors and an audible fire alarm to be activated by the heat detector within its space to shut down the air conditioner and sound the alarm whenever an abnormal condition is detected. These devices are required by local code authorities as part of the fire prevention smoke removal system approval for this building. A wiring diagram for installation of the heat detector and fire alarm systems are provided in the Tenant Print Package, as well as specifications for the heat detector device and fire alarm.

8. Ceiling Access Panels

Tenant shall provide access panels in the ceiling within the leased premises as required to provide access to Landlord's mechanical equipment.

G. **ADDITIONAL REQUIREMENTS**

1. Quality Standards

All work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any person performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion thereof. Tenant shall also require any such person to be responsible for the replacement or repair without additional charge of any and all work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include, without additional charge, all expenses and damages of the work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's work shall be contained in the contract or subcontract which shall be so written that such guarantee or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests appear and can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurance necessary to effect the same.

2. Coordination

Tenant's Work shall be coordinated with that of Landlord and other Tenants in the Shopping Center to such extent that Tenant's work will not interfere with or delay completion of other construction work in the Center. Tenant shall provide Certificate of Insurance

to Landlord covering public liability insurance of \$500,000 per person, \$1,000,000 per accident for bodily insurance and \$250,000 for property damage prior to commencing work, for all work performed by Tenant's contractors, subcontractors, and their suppliers. Each certificate must specify Landlord as "additional insured." Tenant agrees to deliver to Landlord a complete release from all liens arising out of Tenant's construction work, prior to opening date.

3. Pollution

Tenant shall comply with any existing or future City, County, State or Federal regulations or legislation regarding the control of pollution as it applies to Tenant's operations.

4. Health and Safety Standards

Tenant's shall comply with all current provisions of the "Occupational Safety and Health Act" (OSHA) that may apply to Tenant's operations.

The above Description of Tenant's Work, entitled "EXHIBIT X," shall be a part of, and is hereby attached to the lease dated _____.

_____ LANDLORD'S INITIALS

TENANT DRAWING REQUIREMENTS
All Plans To Be Dimensioned, Scaled & Sealed

The following is a description of minimal design information required by Development Co. to expedite final plan approval. It is not intended that this be a complete listing of all requirements or limitations regarding tenant construction, but should serve as a guide concerning those items most frequently encountered by tenant architects. For a more detailed description we urge you to read through the enclosed lease exhibits.

has a full time management staff at the mall who will monitor your construction. All questions or problems not covered here should be brought to the attention of Tenant Coordinator in our Chicago office.

Architectural Plans

- A. Floor Plan
 - 1. Dimensioned interior partitions
 - 2. Restroom facilities
 - 3. Fixtures, displays, equipments, etc.
 - 4. Finish schedule (floors, ceilings, walls)
 - B. Storefront and interior elevations
 - 1. Materials
 - 2. Finishes
 - 3. Colors
 - 4. Signing
 - C. Architectural sections and details
 - 1. Section at storefront at lease line
 - D. Reflected ceiling plan
 - 1. Ceiling heights including ceiling drops and curtain walls
 - 2. Types of ceiling construction
 - 3. Decor at ceiling
 - 4. Lighting fixtures
 - 5. Mechanical diffusers, grilles
 - 6. Sprinkler head layout
- Plumbing Plans (Water, Gas and Sanitary)
- A. Floor Plan
 - 1. Toilet facilities as required by code
 - 2. Location of connection to landlord's toilet exhaust system
 - B. Water line layout
 - 1. Line sizes
 - 2. Water meter location
 - 3. Water lineometrics including location of connection to landlord's stub-in
 - 4. Control valves
 - 5. Water heater location and installation including connection to floor plan

TEENANT DRAWING REQUIREMENTS
Page 2

- C. Sanitary line layout
1. Line sizes
 2. Clean-outs
 3. Venting (including sizes) and location of connection to landlord's stub-in

- D. Gas line layout
1. Gas line layout
 2. Location of connection to landlord's meter rack
 3. Gas line size
 4. Control valves

Heating, Ventilating and Air Conditioning

- A. Duct work layout
1. Sizes
 2. Elevations above finish floor
 3. Damper locations
 4. Type of insulation

- B. Diffusers, grilles, registers
1. Specifications
 2. Locations
 3. C.F.M. capacity

- C. Exhaust systems
1. Shoe windows (if required)
 2. Cooking equipment (if applicable)
 3. Specifications of exhaust system equipment
 4. Location of equipment

- D. Ventilation requirements
1. Fresh air intake
 2. Specify minimum C.F.M. requirements

- E. Return air system
1. Direct
 2. Indirect

- F. Supplementary equipment (baseboard, induct, unit heaters, ecc.)
1. Locations
 2. Specifications
- G. Systems controls
1. Specifications
 2. Thermostat locations

TENANT DRAWING REQUIREMENTS
Page 3

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- A. Electrical floor plan**
 - 1. Location of all floor and wall outlets
 - 2. Service entry by landlord
 - 3. Circuits of outlets

 - B. Electrical ceiling plan**
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 - 2. Lighting fixture schedule
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 - 2. Electrical load requirements
 - 3. Meter point connection (if applicable)
 - 4. Overload protection for feeders, panels, and equipment

 - D. Exit lights**
 - 1. Locations
 - 2. Color of lettering and background
- Fire Protection Plans**
- A. Reflected ceiling plan showing head location**

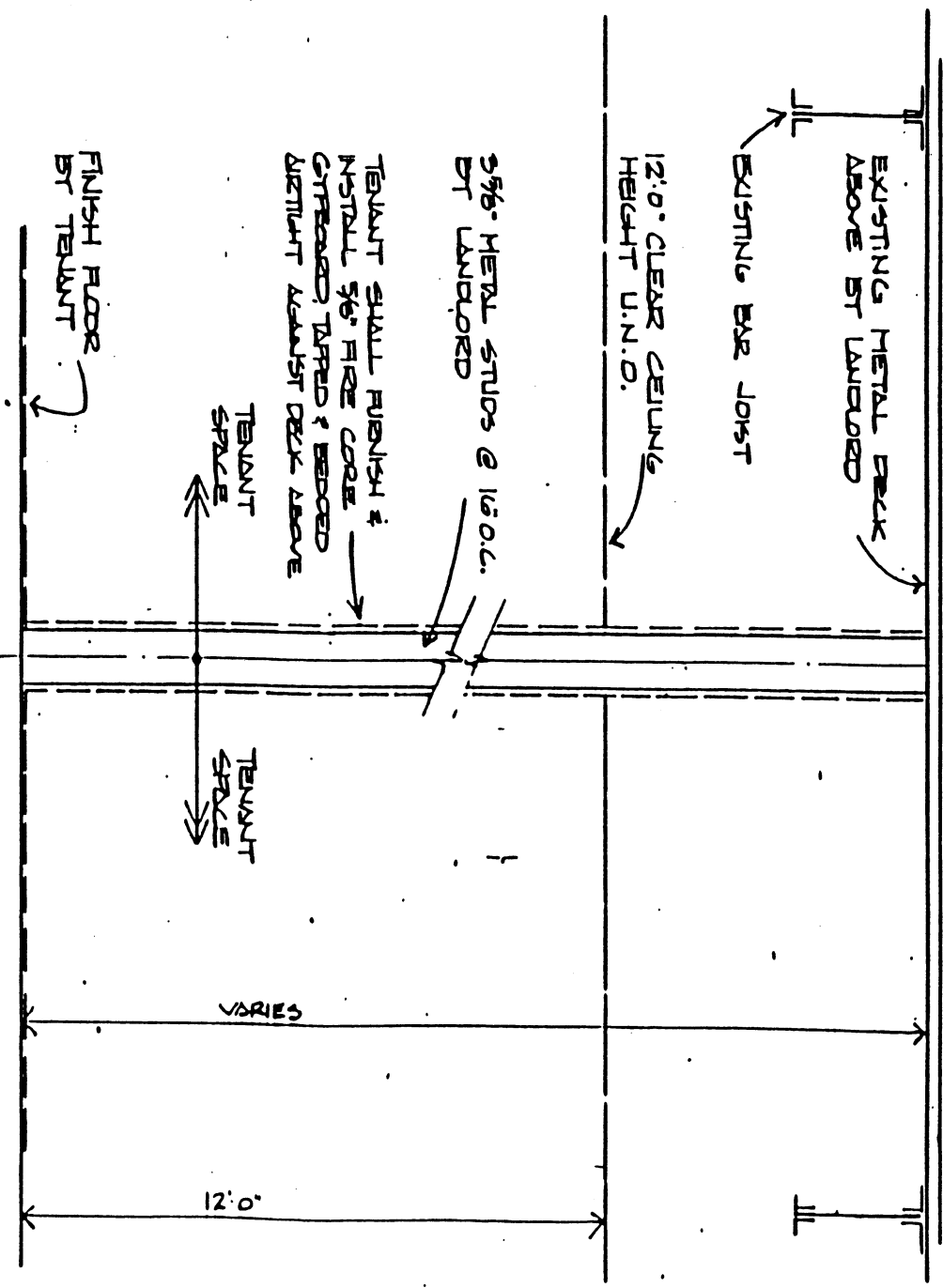
 - B. Piping plan including pipe sizes of landlord's main at connection point**

 - C. Types of heads including temperature rating**

General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, IL 60606
Phone: 312-960-5000
Fax: 312-960-5064

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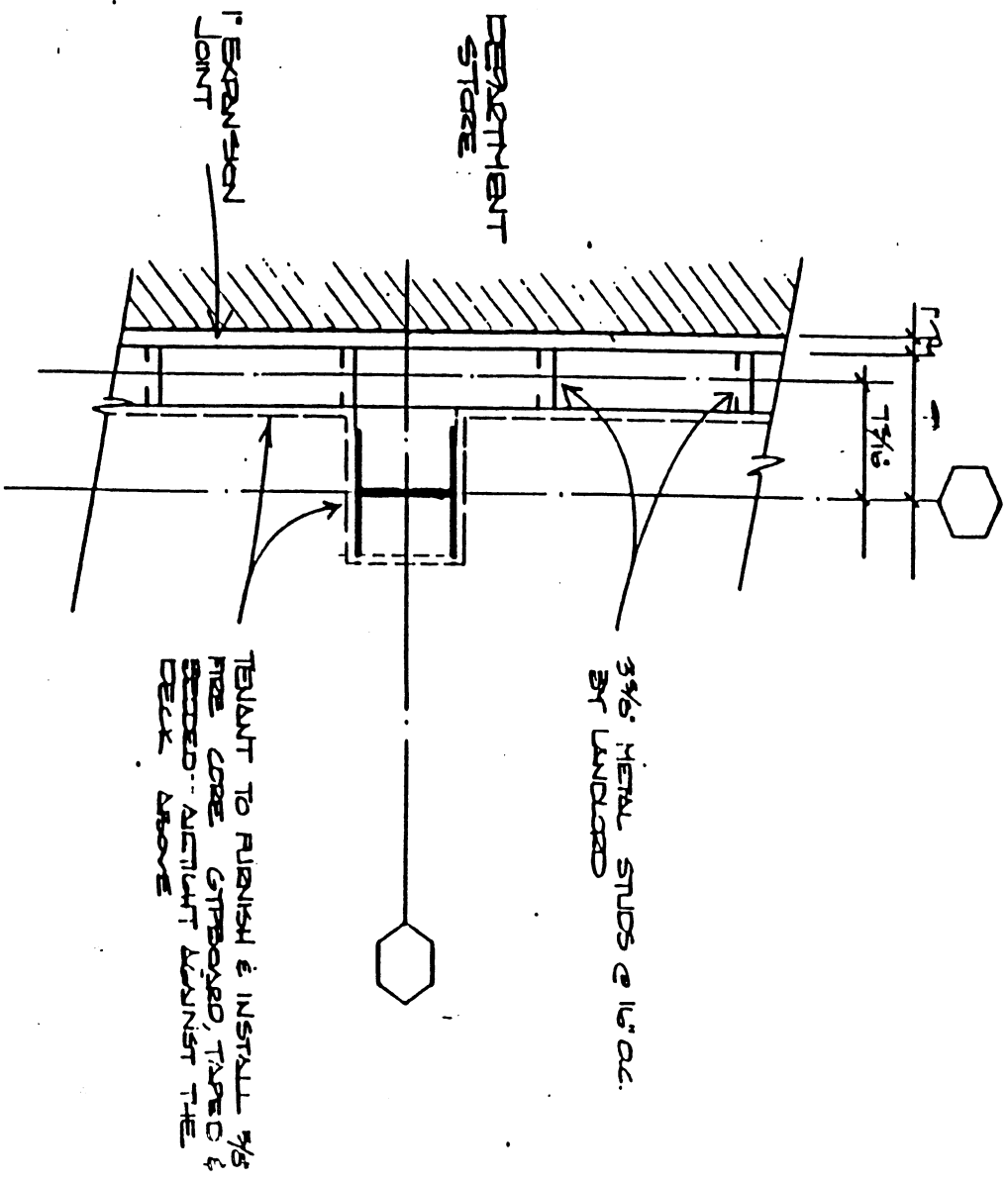


NOTE: WHERE JOISTS, DUCTS, SLEEVES, PIPES, OR CONDUITS PENETRATE THIS WALL TENANT SHALL SEAL GYPSUM BOARD AIRTIGHT. AROUND WITH METHOD APPROVED BY LANDLORD

— TYPICAL DEMISING WALL

— SCALE: 1/4" = 1'-0"

— DATE: OCT 01 1980

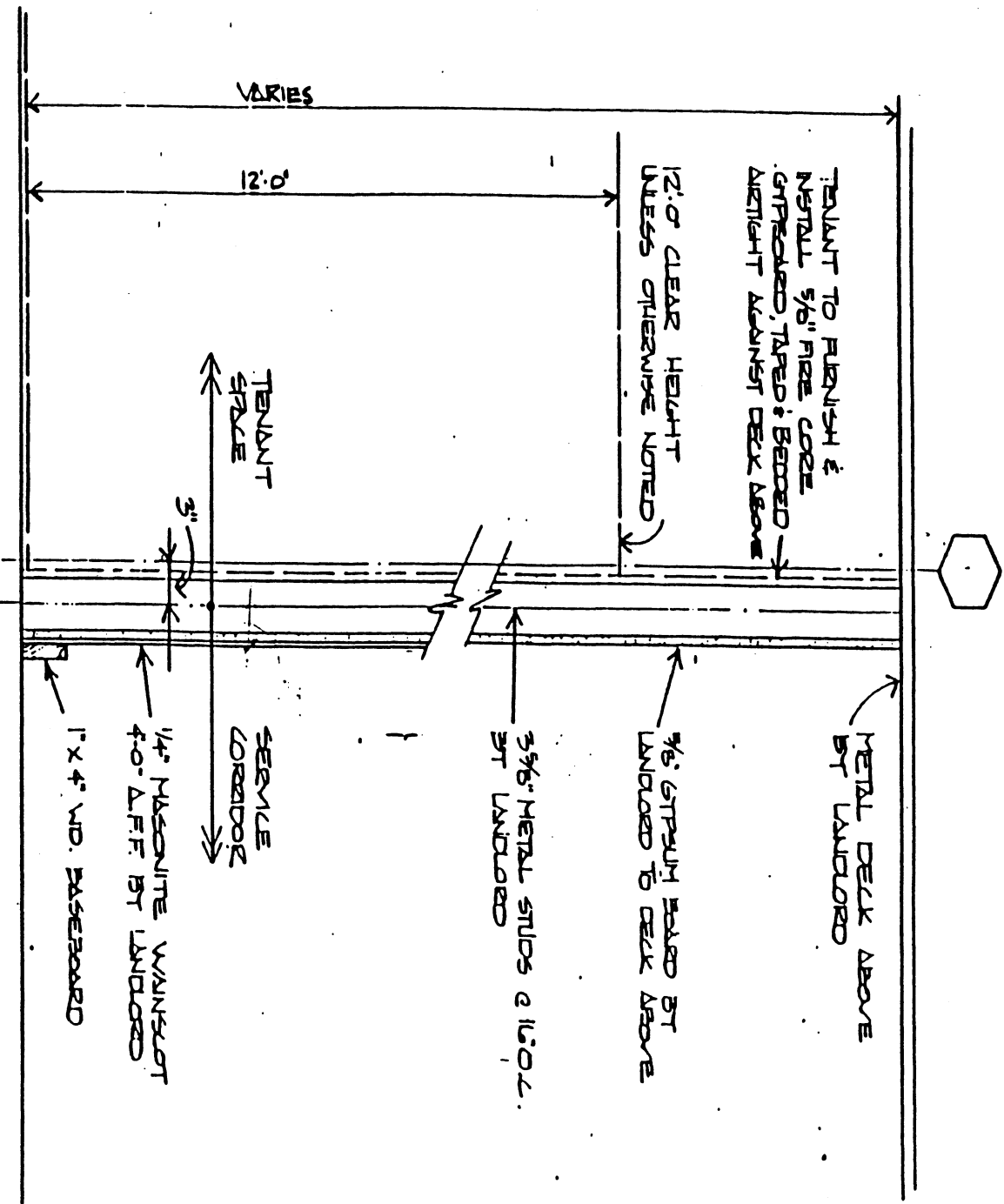


NOTE:
 WHERE JOISTS, CUTS, SLEEVES, PIPES OR CONDUITS PENETRATE THIS
 WALL TAVANT SHALL SEAL GYPOBOARD AROUND WITH METHOD
 APPROVED BY LANDLORD

DEMISING WALL @ DEPT. STORE

SCALE: R.I.C.

DATE: OCT 01 1980

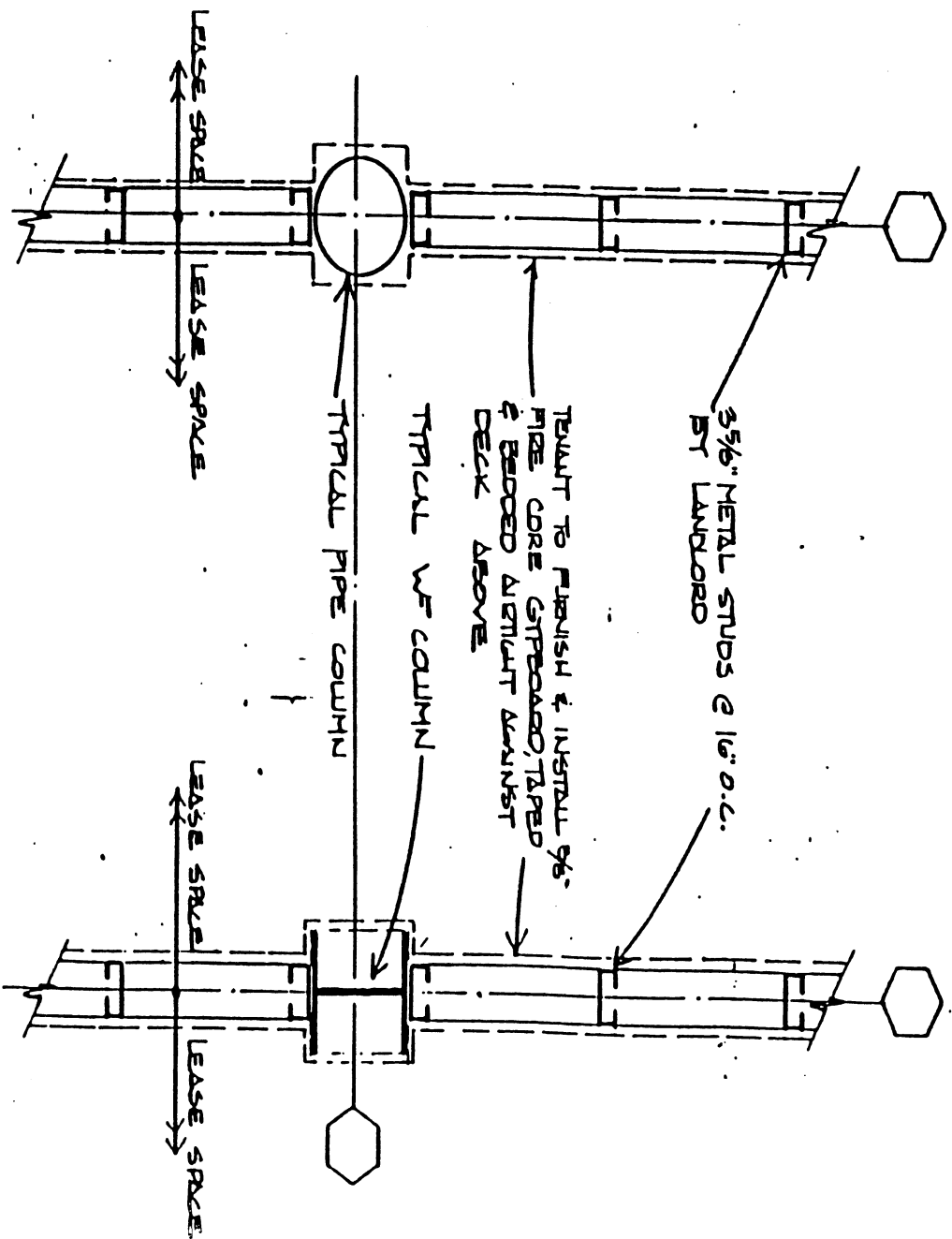


NOTE: WHERE JOISTS, DUCTS, SLEEVES, PIPES, OR CONDUITS PENETRATE THIS WALL TENANT SHALL SEAL GAPPED AIRTIGHT AROUND WITH METHOD APPROVED BY LANDLORD.

TYPICAL SERVICE CORRIDOR WALL

SCALE: 1/4" = 1'-0"

DATE: OCT 01 1980

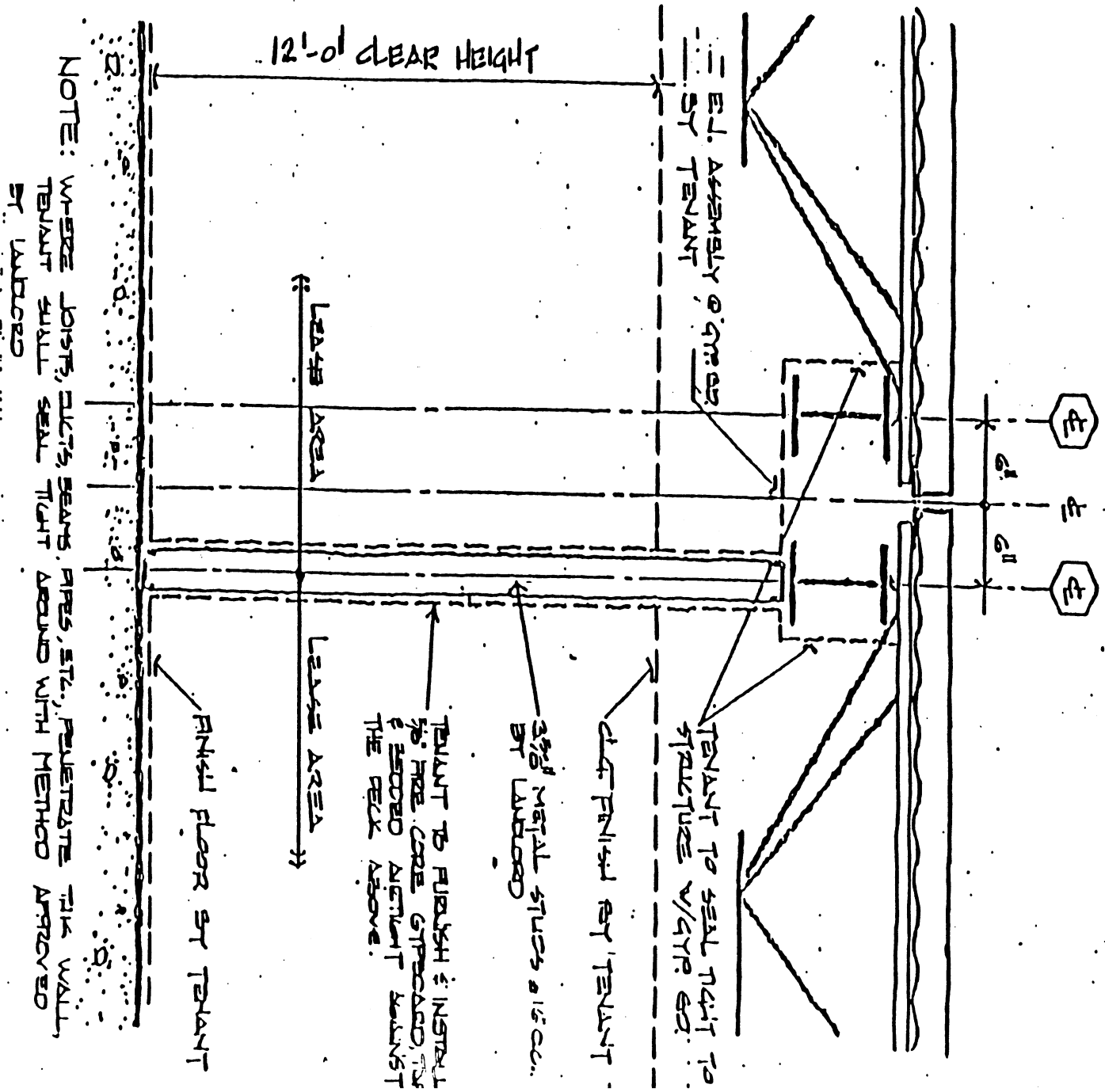


TYPICAL COLUMNS

2 DEMISING WALL

SCALE: 1/2" = 1'-0"

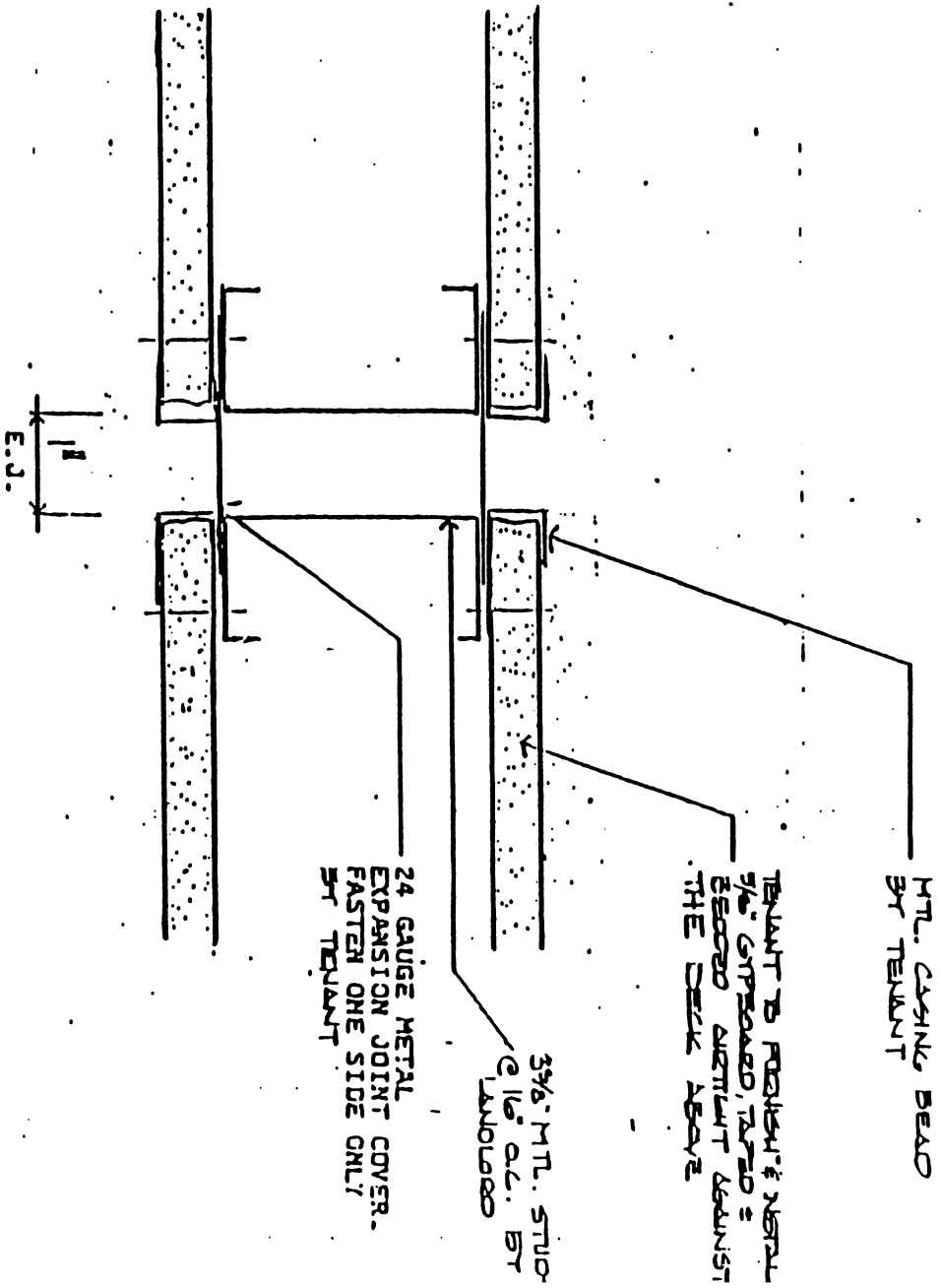
DATE: OCT 01 1990



NOTE: WHERE JOISTS, DUCTS, SEAMS, PIPES, ETC., PENETRATE THE WALL, TENANT SHALL SEAL TIGHT AROUND WITH METHOD APPROVED BY LANDLORD

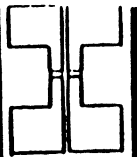
TRICAL CEILING WALL AT
EXPANSION JOINT

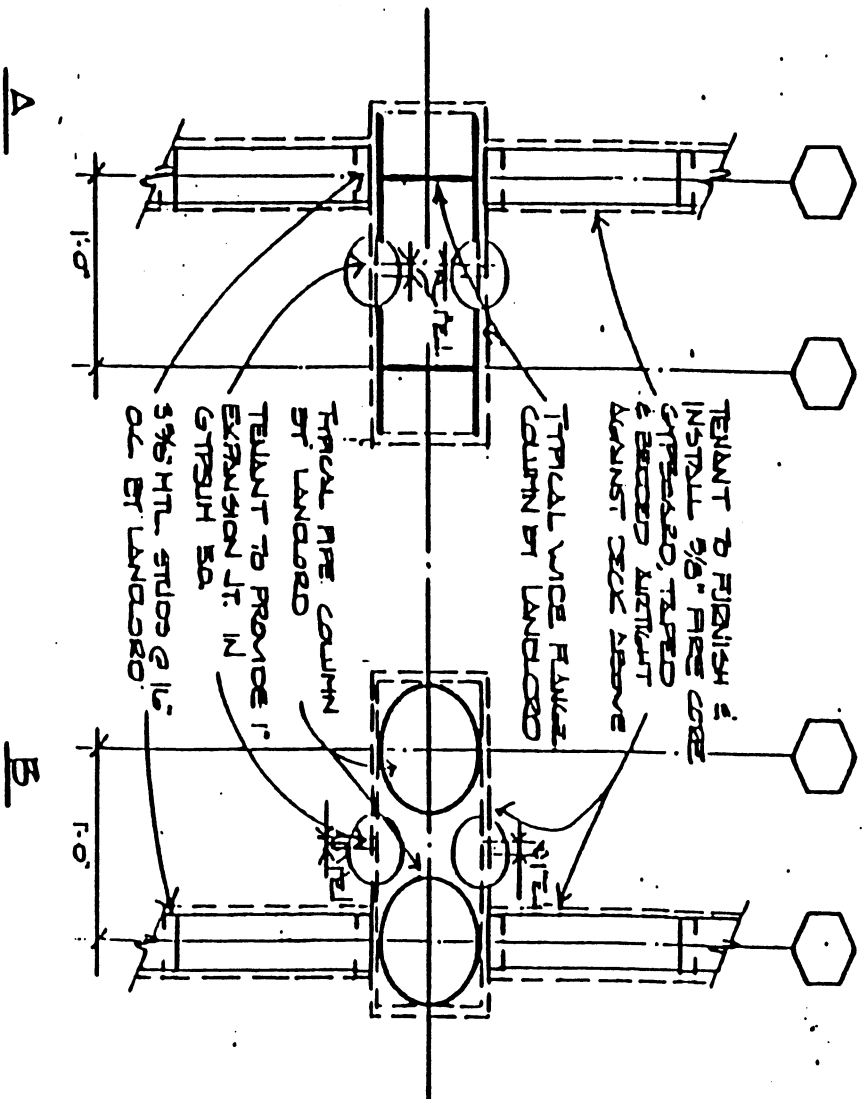
SCALE: N.T.S.
DATE: OCT 01 1980



TYPICAL DEMISING WALL CROSSING
AN EXPANSION JOINT

SCALE: N.T.S.
DATE: OCT 01 1980

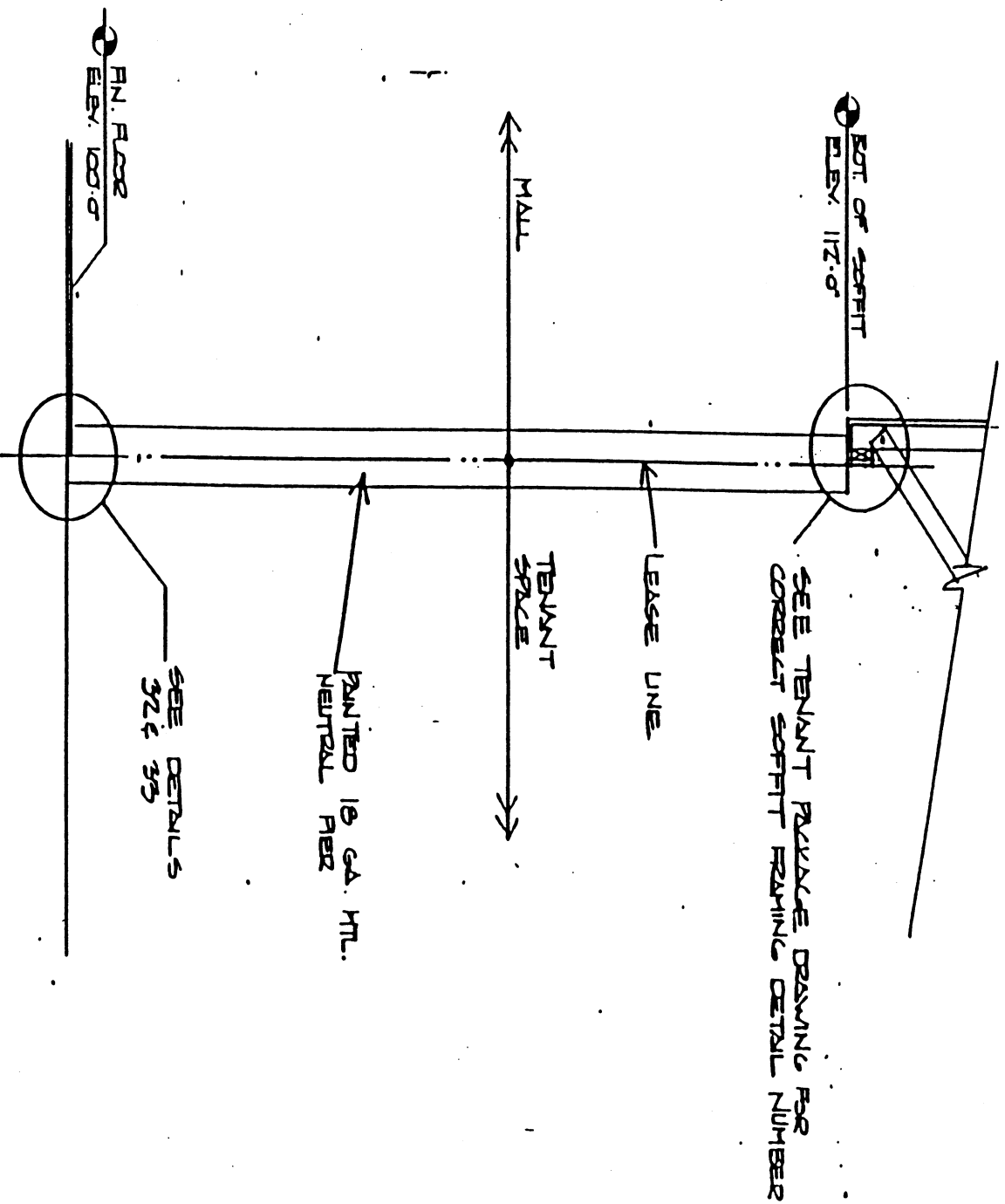




TYPICAL COLUMNS & EXPANSION JT.

SCALE: N.T.S.

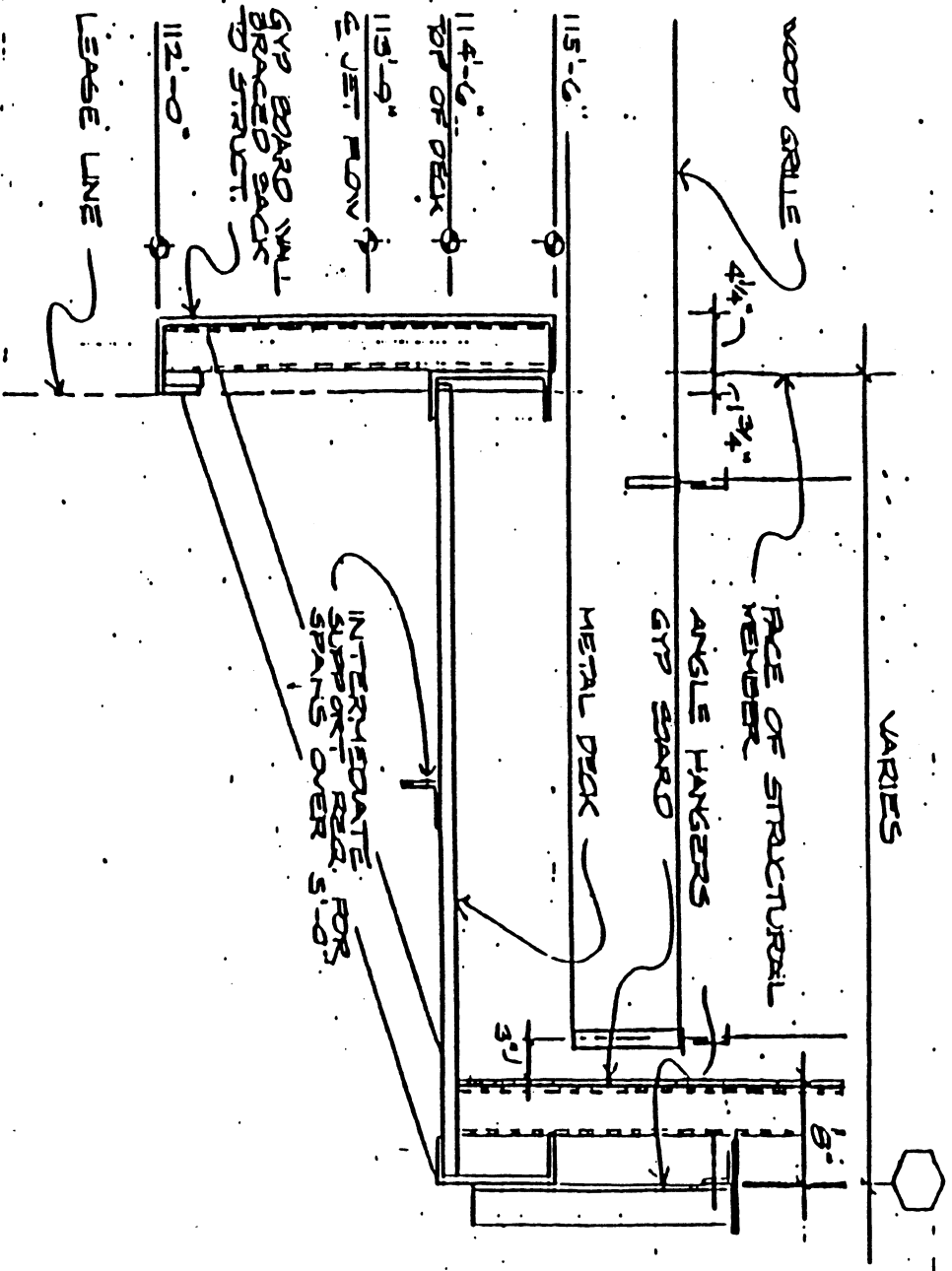
DATE: OCT 01 1980



TYP. STOREFRONT SECTION

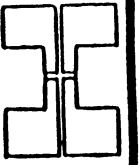
SCALE: 1/2" = 1'-0"

DATE: OCT 01 1980



NOTE:

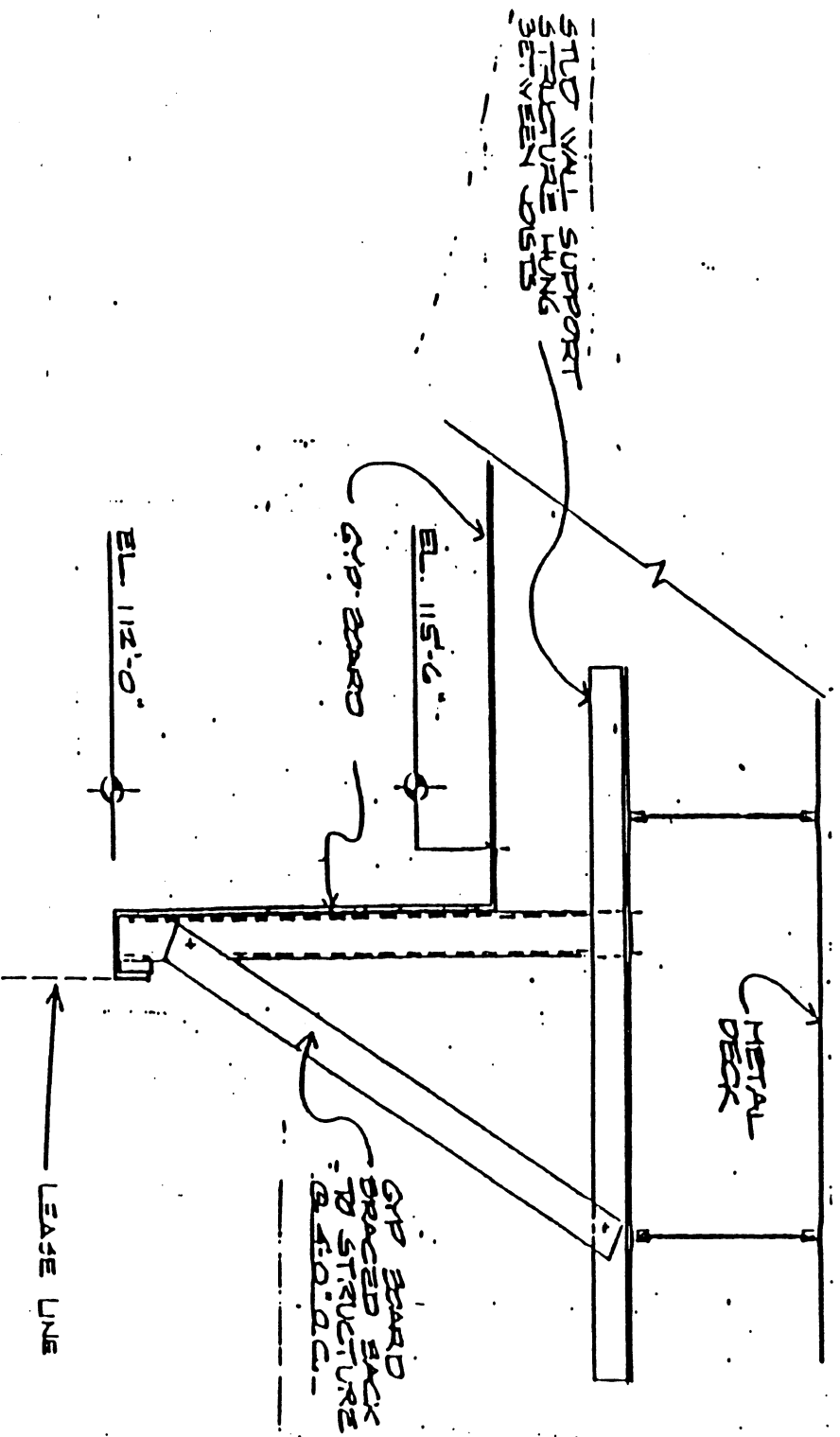
1. SHALL SOFFIT CANNOT BE USED TO SUPPORT ANY WEIGHT OF SIGN SOFFIT. ALL STRUCTURES TO BE SUPPORTED FROM BAR JOISTS, ANGLES WELDED TO BAR JOISTS OR FLOOR.
2. ALL CONSTRUCTION SHOWN ABOVE IS BY UNLAWDED



TYPICAL HUNG DECK SOFFIT

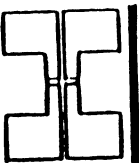
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DATE: OCT 01 1980



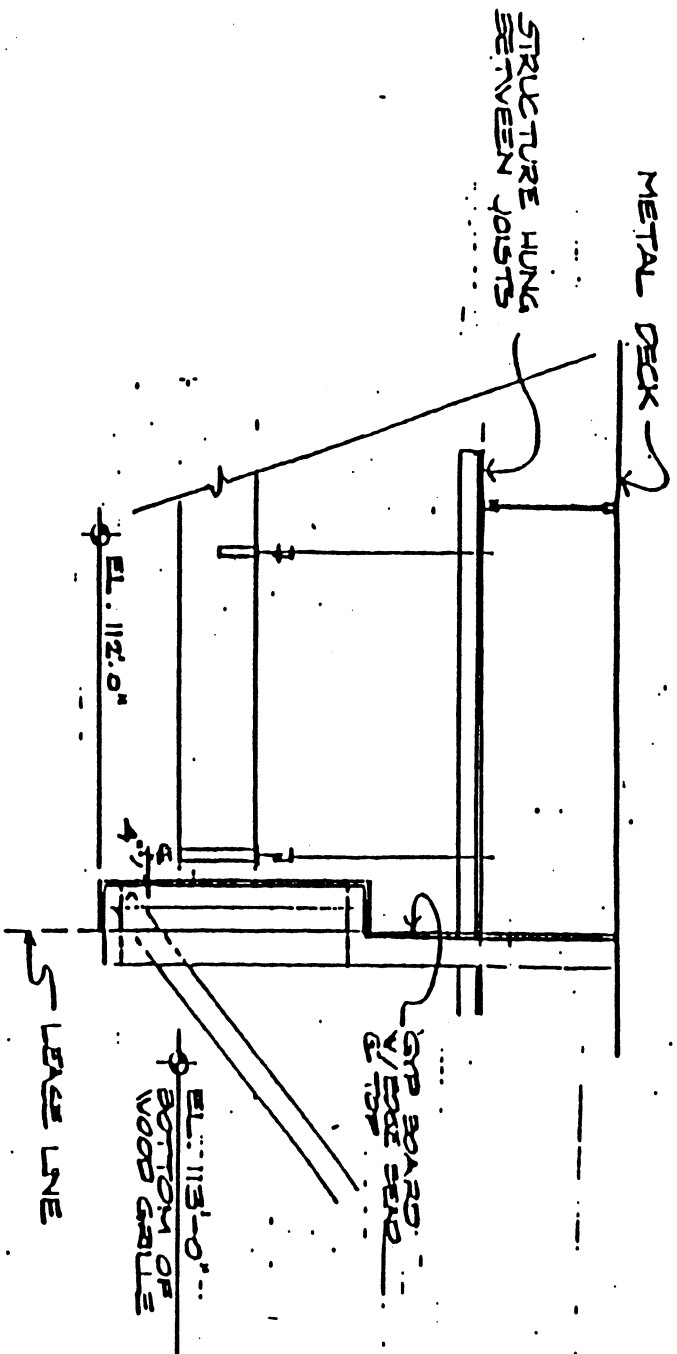
NOTE:

1. HALL SOFFIT CANNOT BE USED TO SUPPORT ANY WEIGHT OF SUCH SOFFIT. ALL STRUCTURES TO BE SUPPORTED FROM BAR JOISTS, ANGLES WELDED TO BAR JOISTS OR FLOOR.
2. ALL SUCH ABOVE IS BY LANDLORD



TYPICAL GYPSUM BOARD HALL
SOFFIT DETAIL

SCALE: N.T.S.
DATE: OCT 01 1980
10

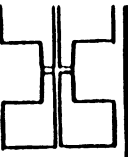


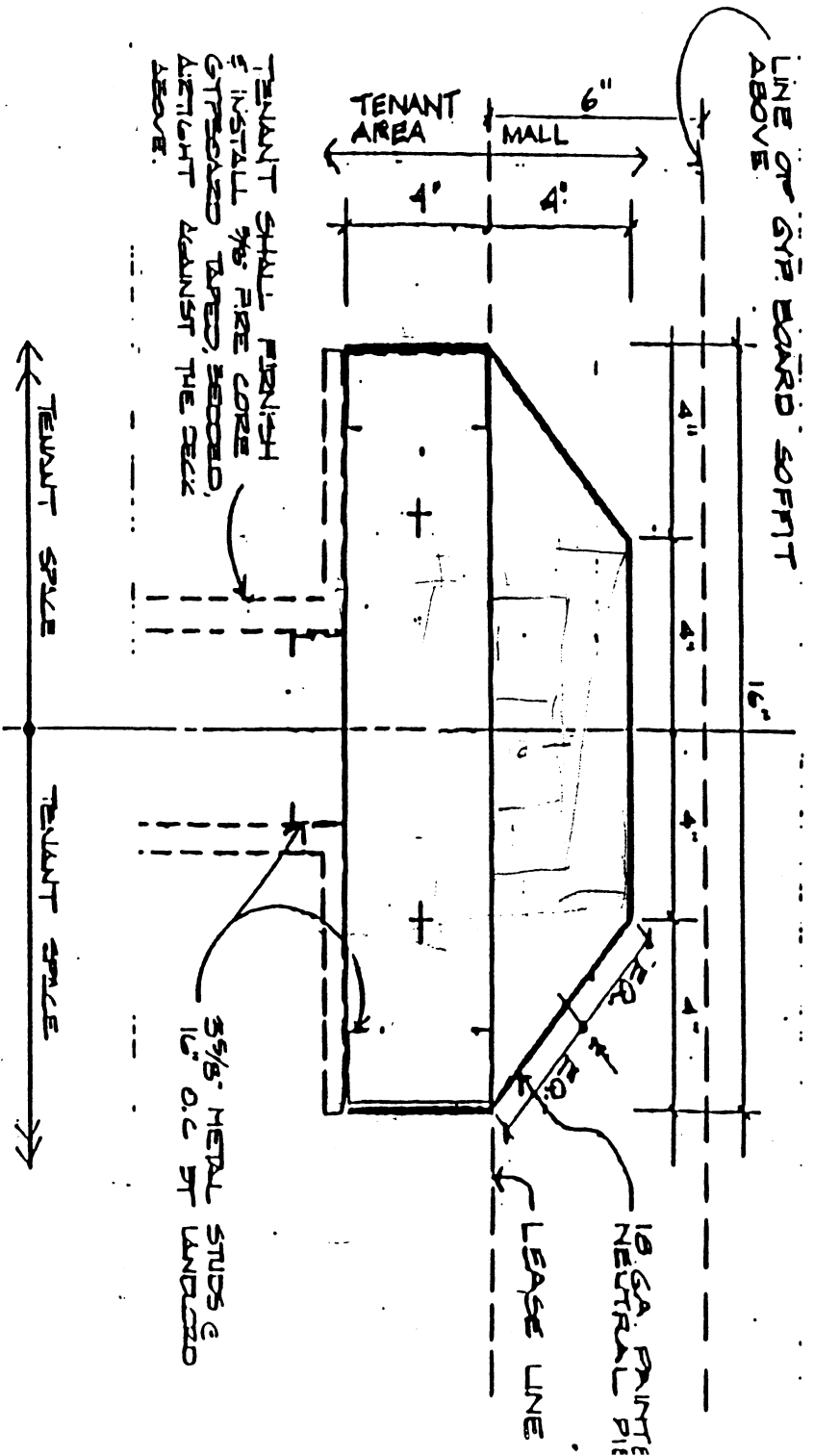
NOTE:

1. MALL SOFFIT CANNOT BE USED TO SUPPORT ANY WEIGHT OF SIGN SOFFIT. ALL STRUCTURES TO BE SUPPORTED FROM BAR JOISTS, ANGLES WELDED TO BAR JOISTS OR RODS.
2. ALL WORK ABOVE IS BY UNLICENSED

TYPICAL MALL SOFFIT
FAST FOOD AREA

SCALE: N.T.S.
DATE: OCT 01 1990

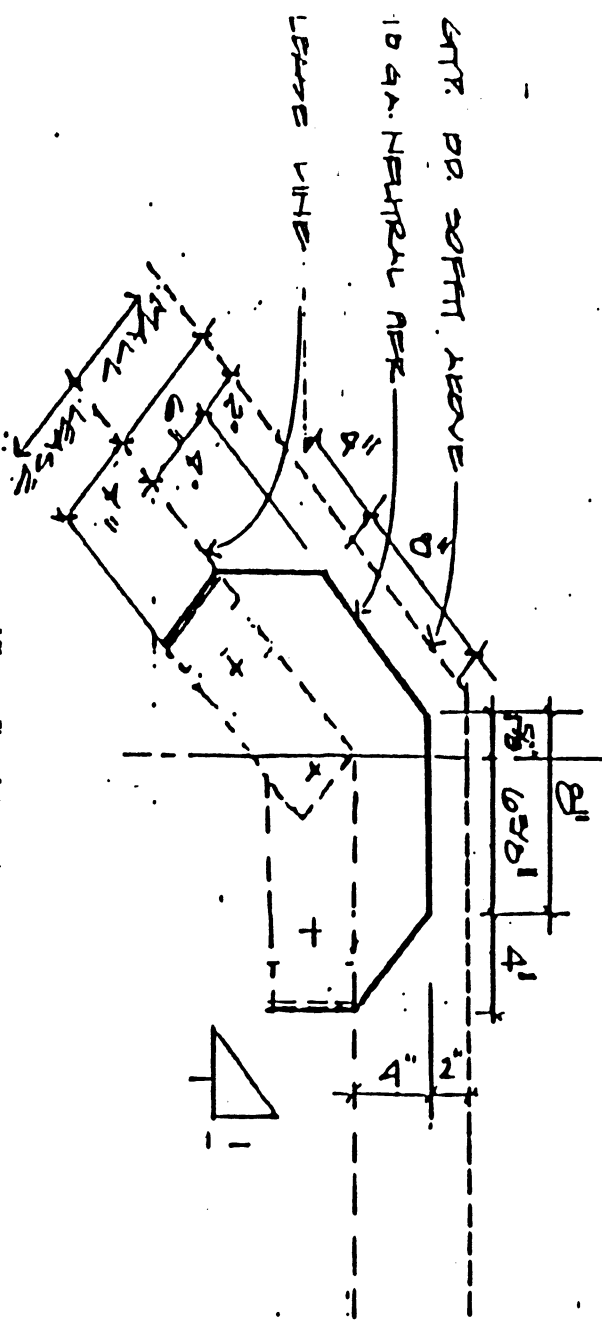
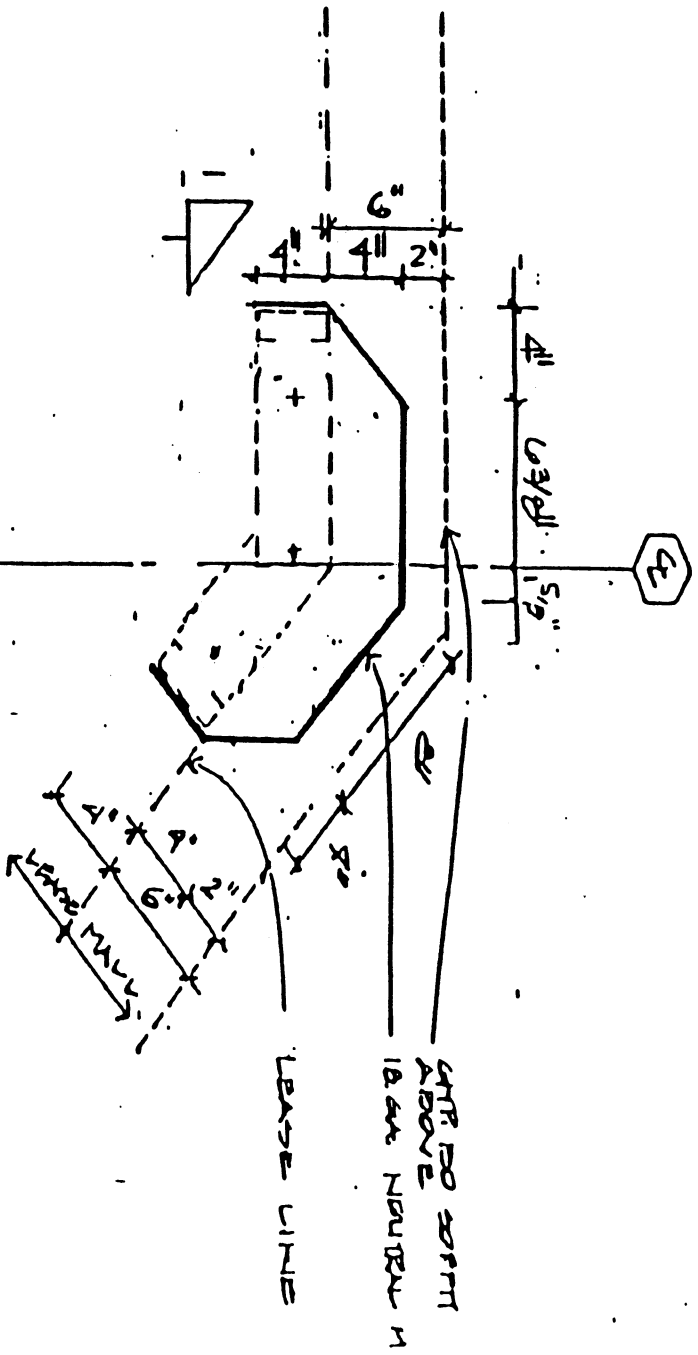




TYPICAL NEUTRAL PIER

SCALE: N.T.S.

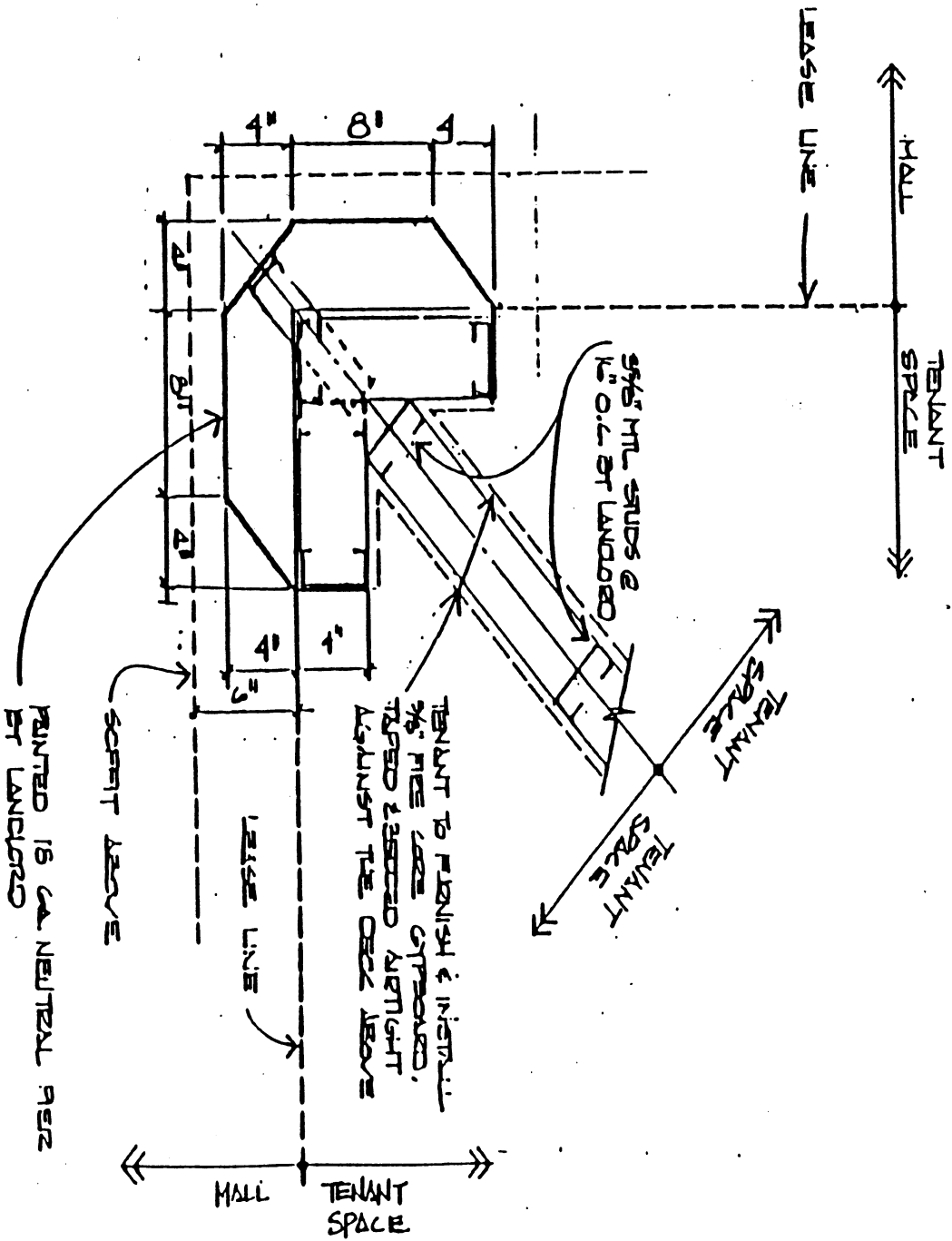
DATE: OCT 0 1 1980



NEUTRAL FIBER & CORNER

SCALE: N.T.S.

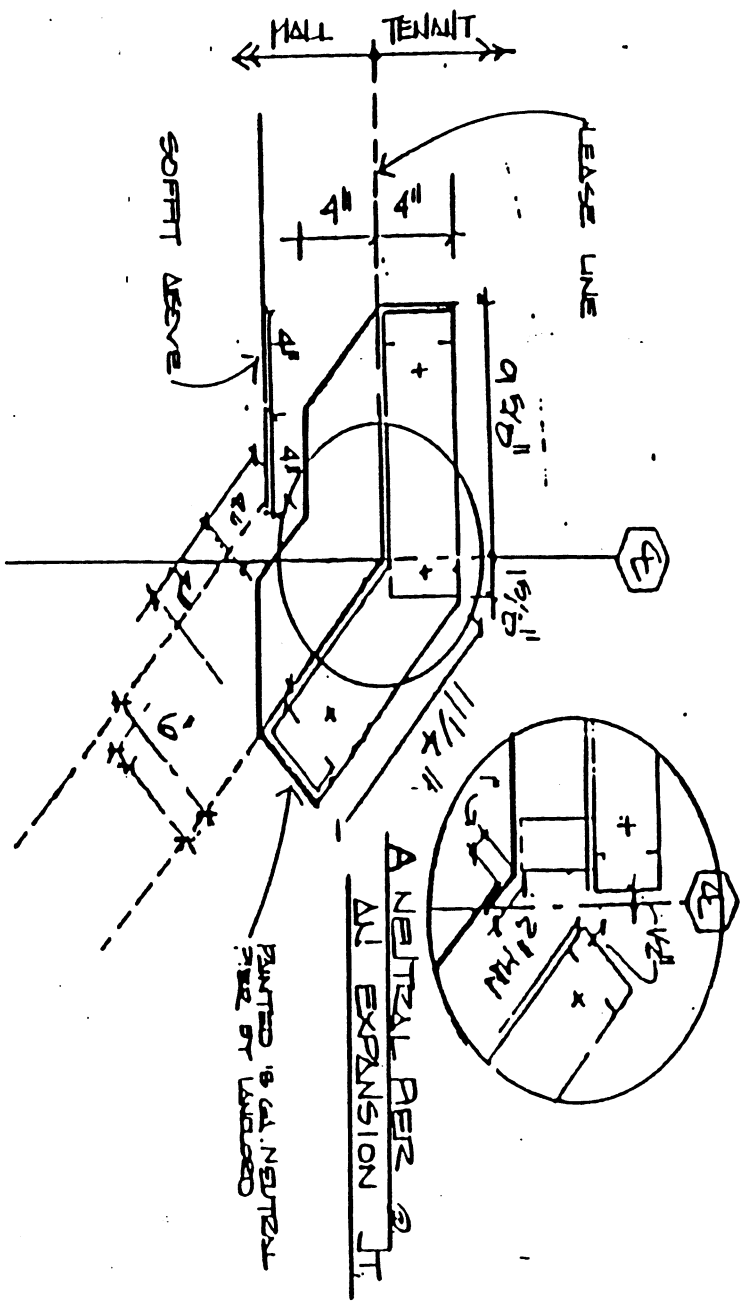
DATE: OCT 01 1980



NEUTRAL PER 2 90° CORNER

SCALE: 1/8" = 1'-0"

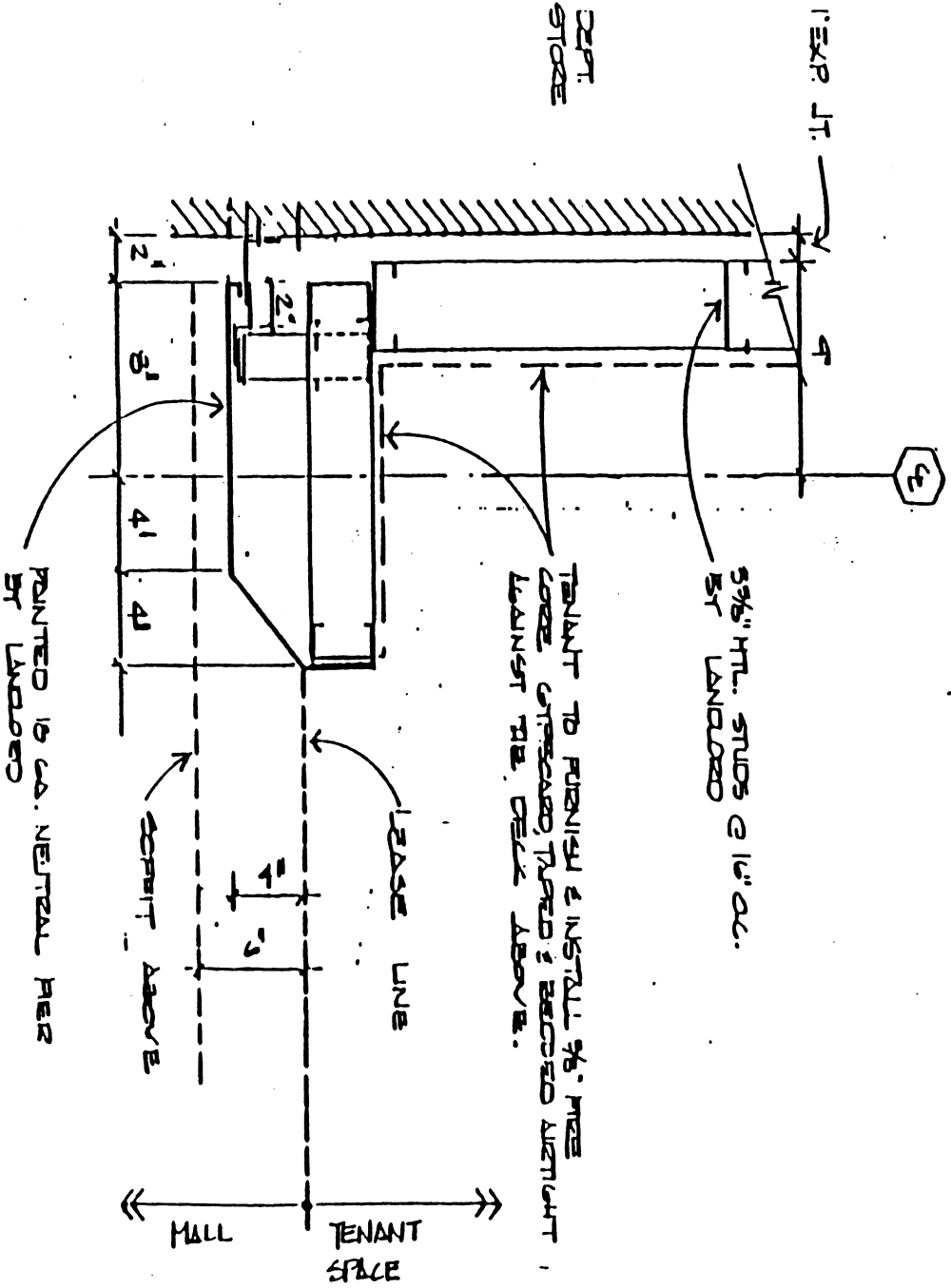
DATE: OCT 01 1980



NEUTRAL PIER @ 45° CORNER

SCALE: N.T.S.

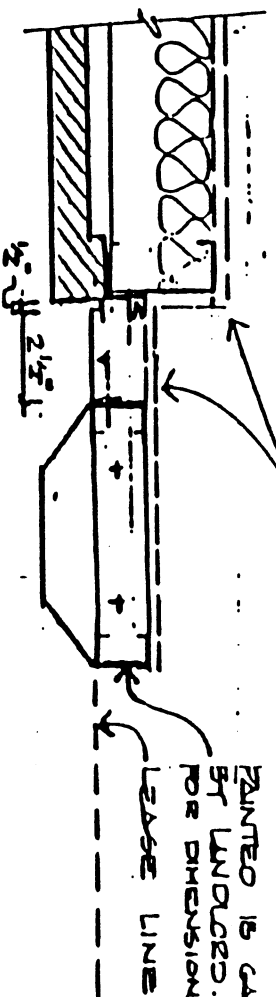
DATE:



NEUTRAL PIER & DEPT. STORE

SCALE: N.T.S.

DATE: OCT 01 1980



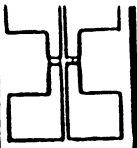
TENANT TO FINISH 2 INCH
 HERE CORE SYRACUSE, NY
 & BEVELD AROUND KEELING.
 THE CORE ABOVE

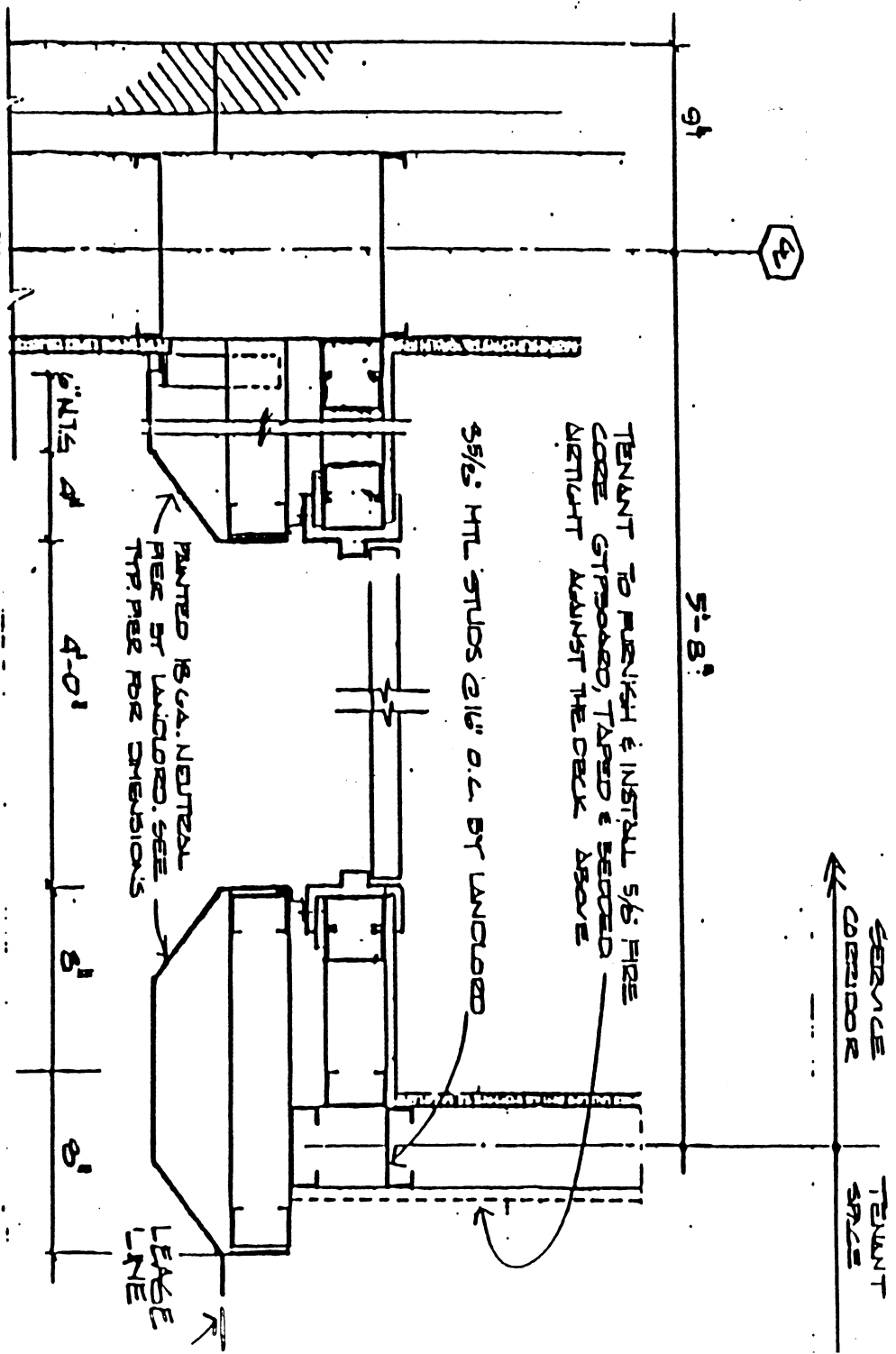
PAINTED IS CA. NEUTRAL GRE
 BY UNDORED. SEE TRP. PER
 FOR DIMENSIONS

LEASE LINE

NEUTRAL PER @ TYPICAL ENTRANCE

SCALE: 1/8"
 DATE: OCT 01 1980

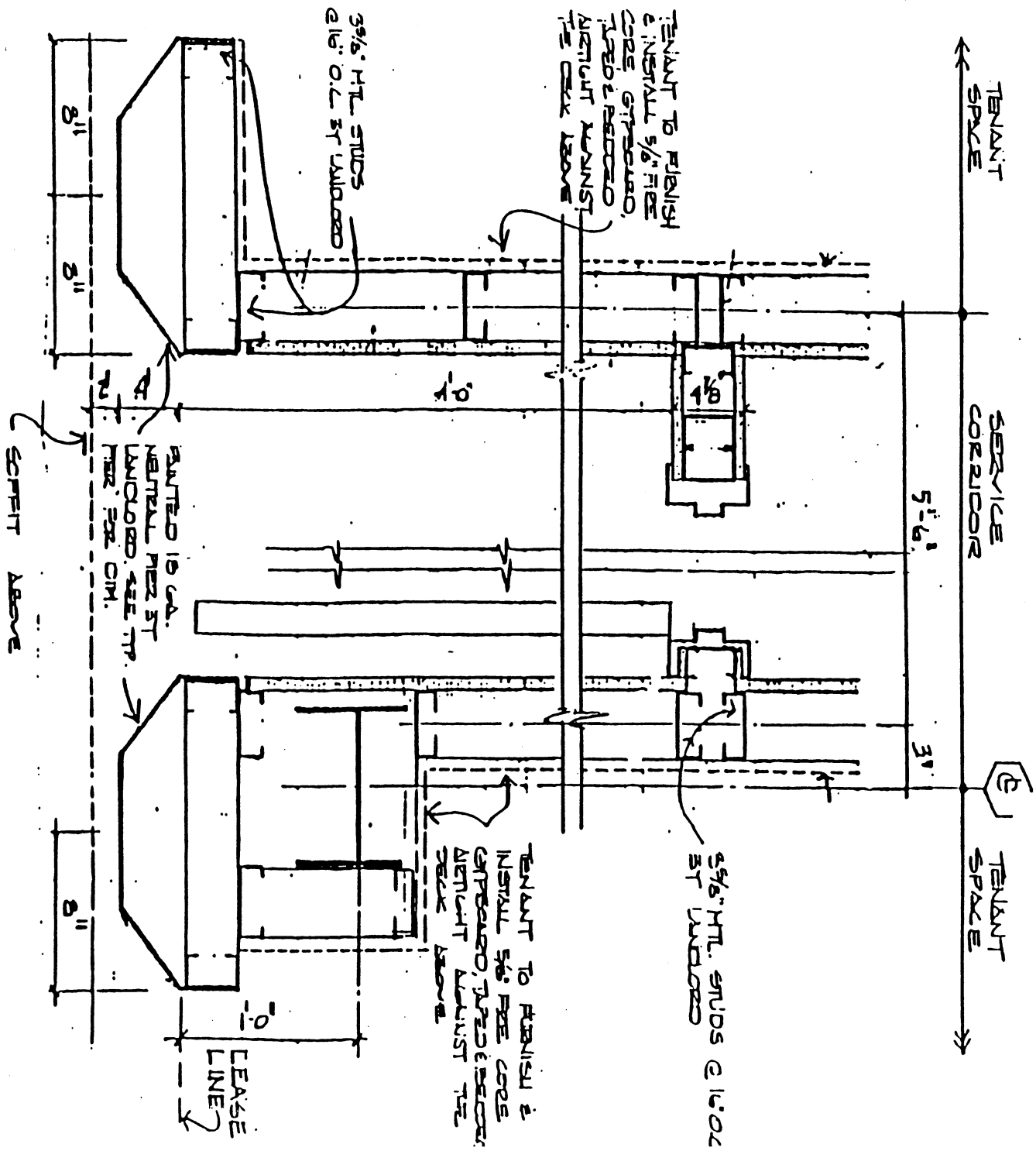




NEUTRAL PIER & FUTURE DEPT. STORE

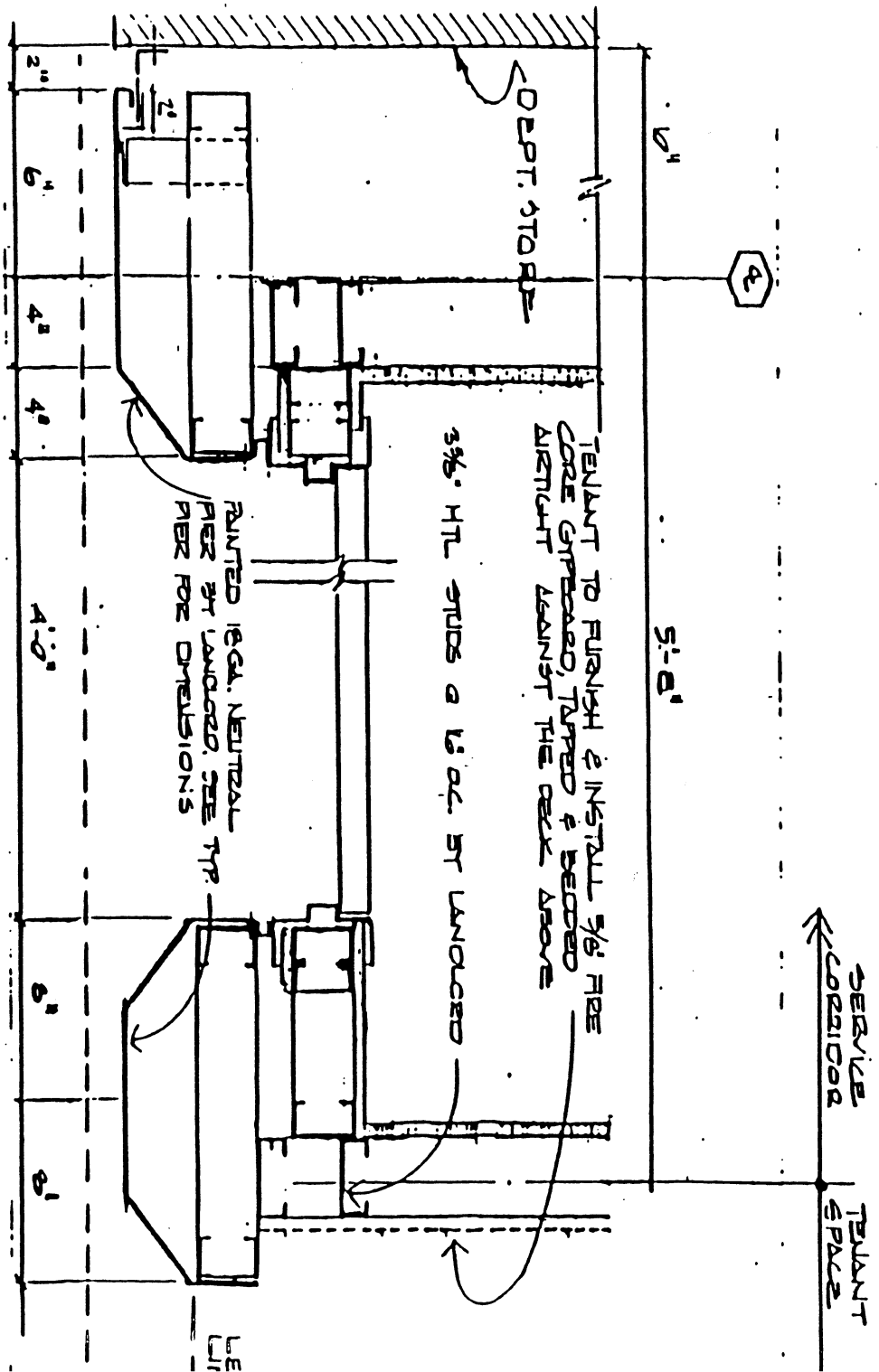
SCALE: N.T.S.

DATE: OCT 01 1980



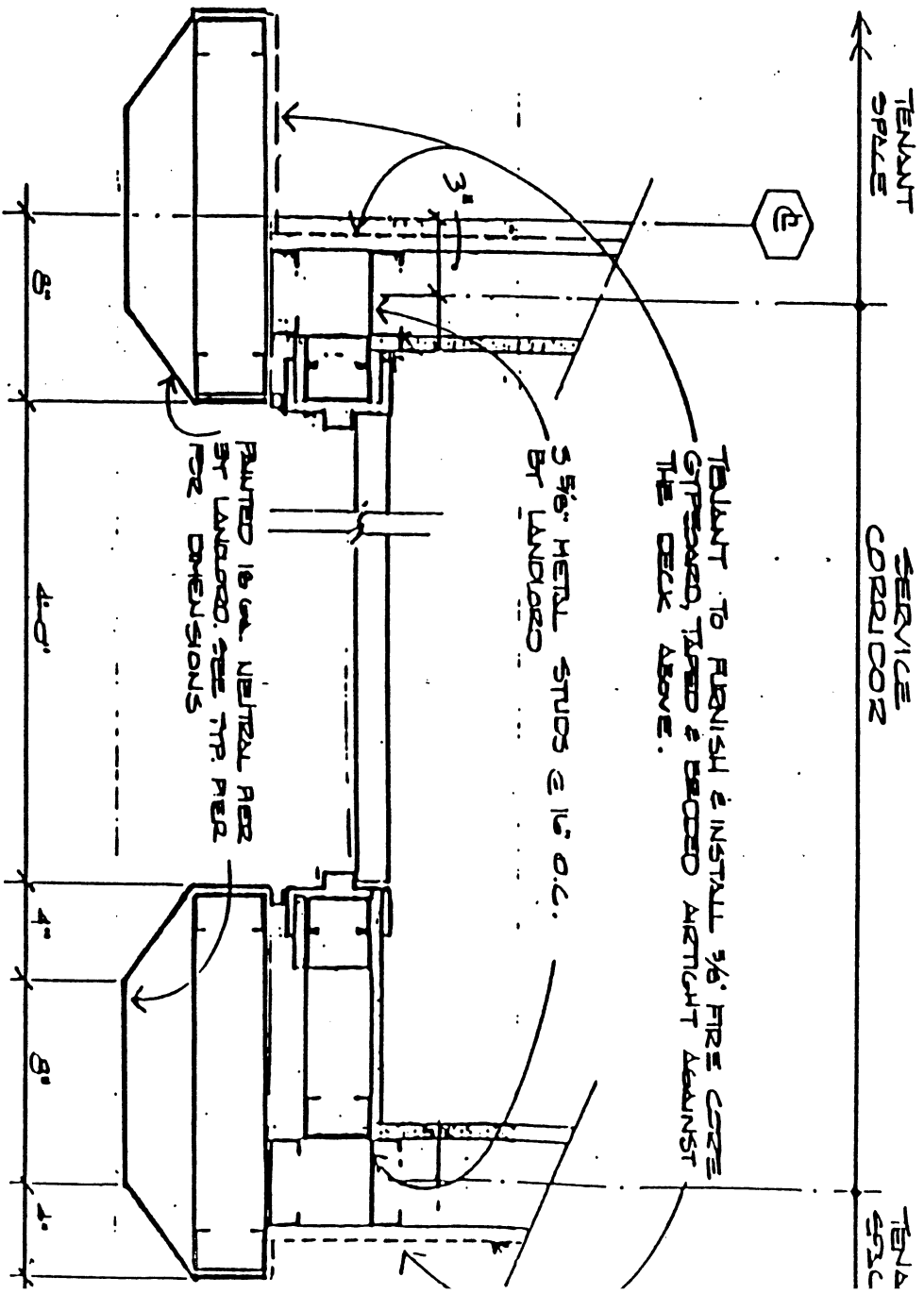
NEUTRAL PIER @ DEAD END
 SERVICE CORRIDOR

SCALE: N.T.S.
 DATE: OCT 01 1980



NEUTRAL FIBER SERVICE CORRIDOR
 & DEPT. STORE

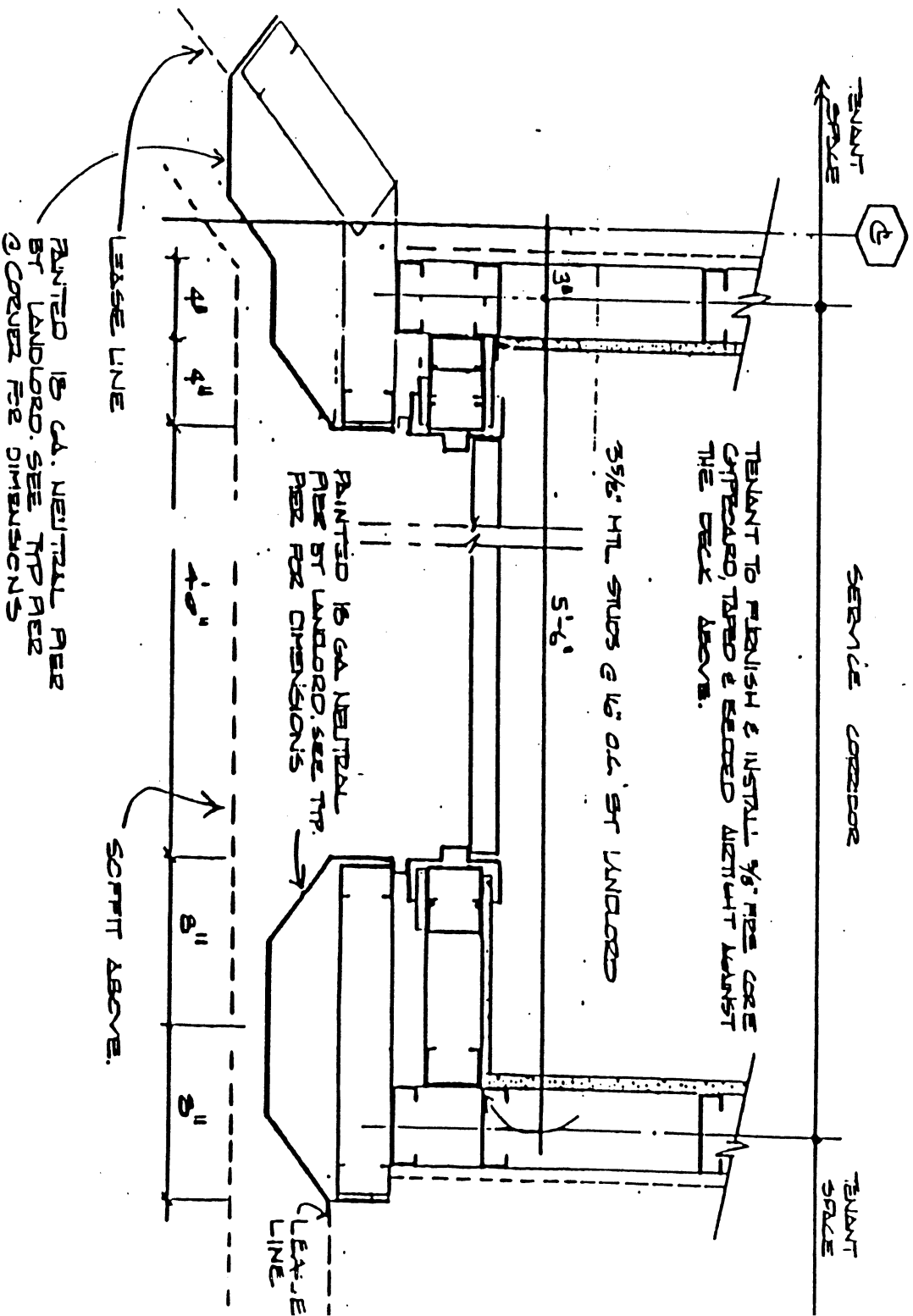
SCALE: N.T.S.
 DATE: OCT 01 1980



NEUTRAL RISER & SERVICE CORRIDOR

SCALE: N.T.S.

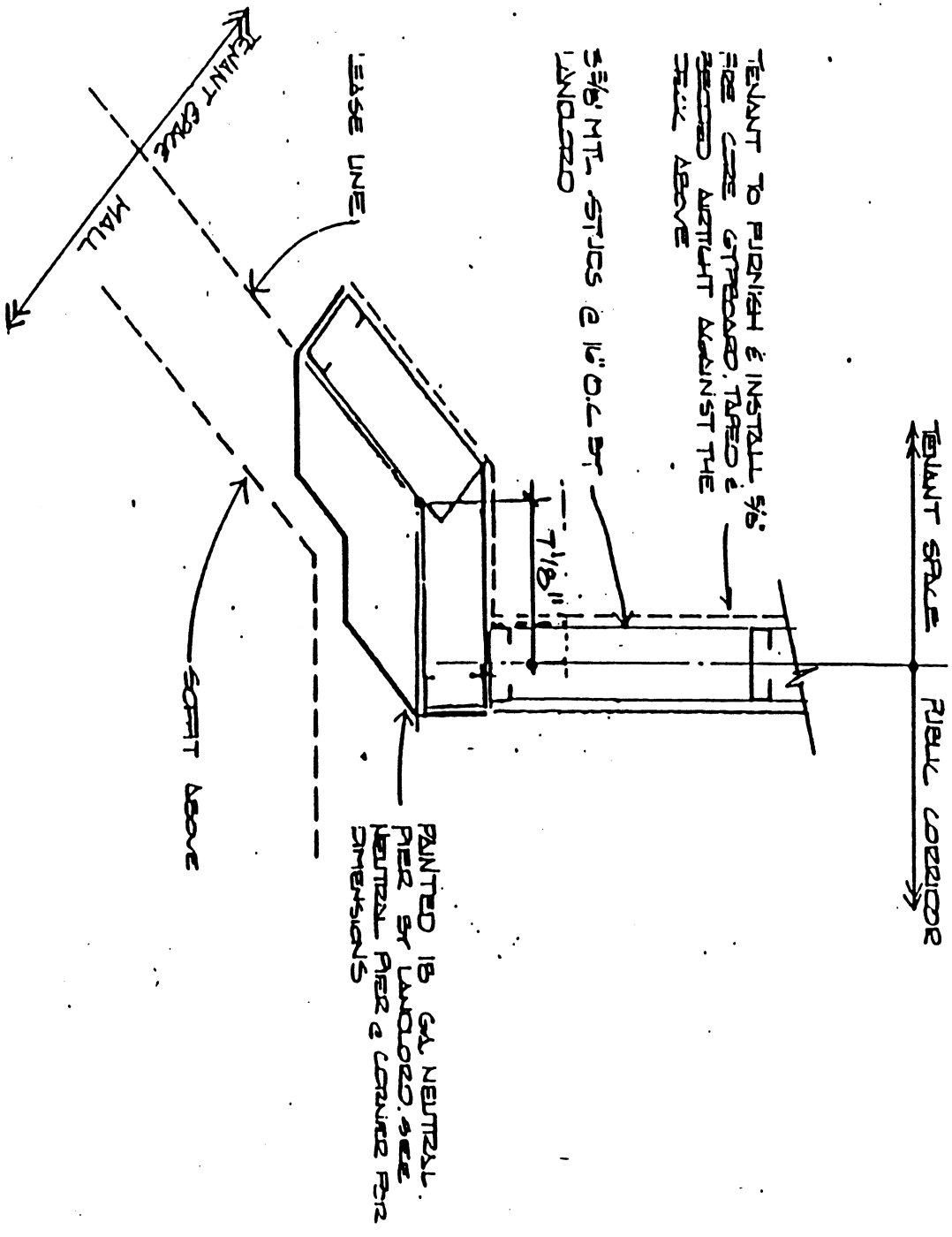
DATE: OCT 01 1990



NEUTRAL PIER & SERVICE CORRIDOR

SCALE: V.T.S.

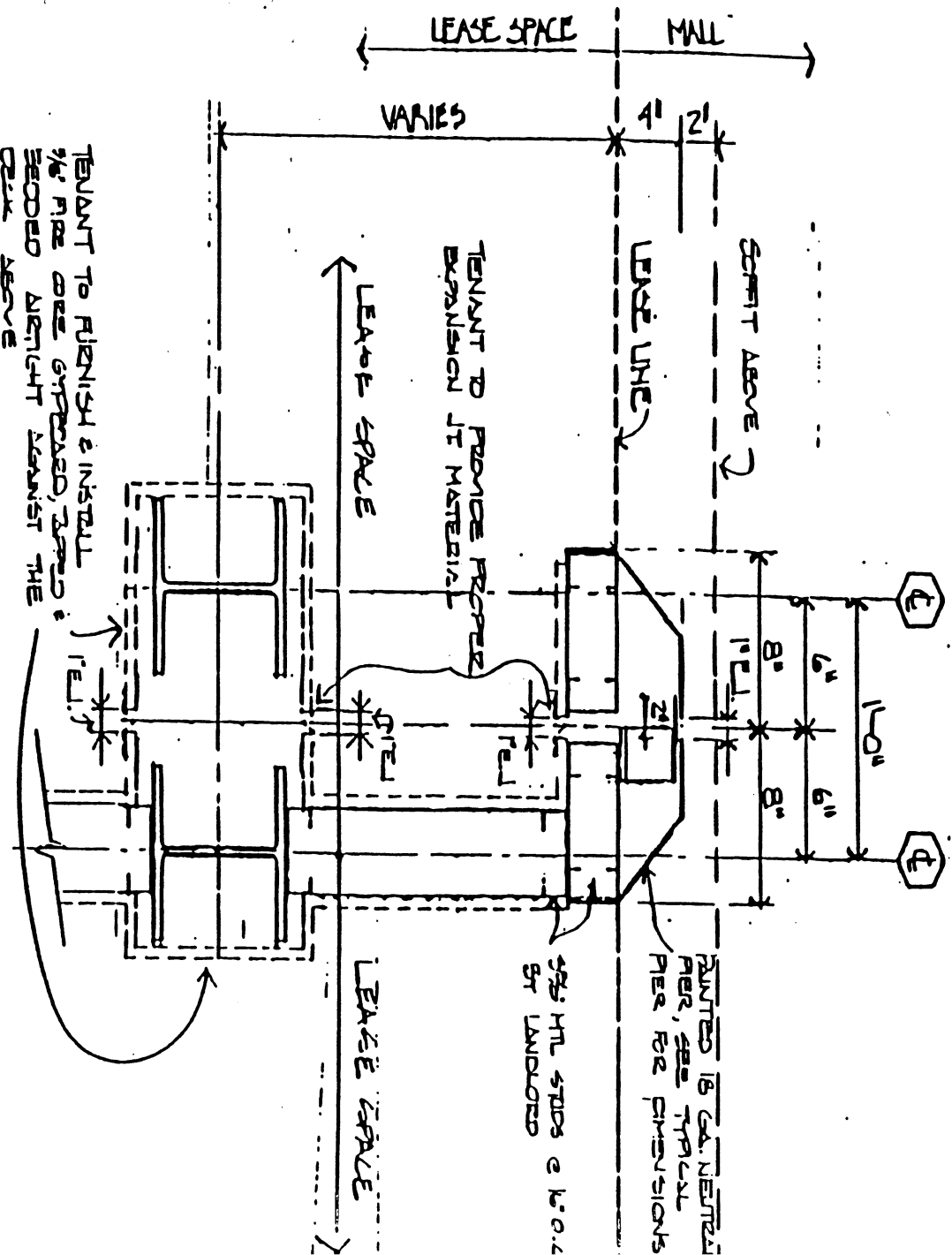
DATE: OCT 01 1980



NEUTRAL PIER & PUBLIC CORRIDOR

SCALE: 1/8" = 1'-0"

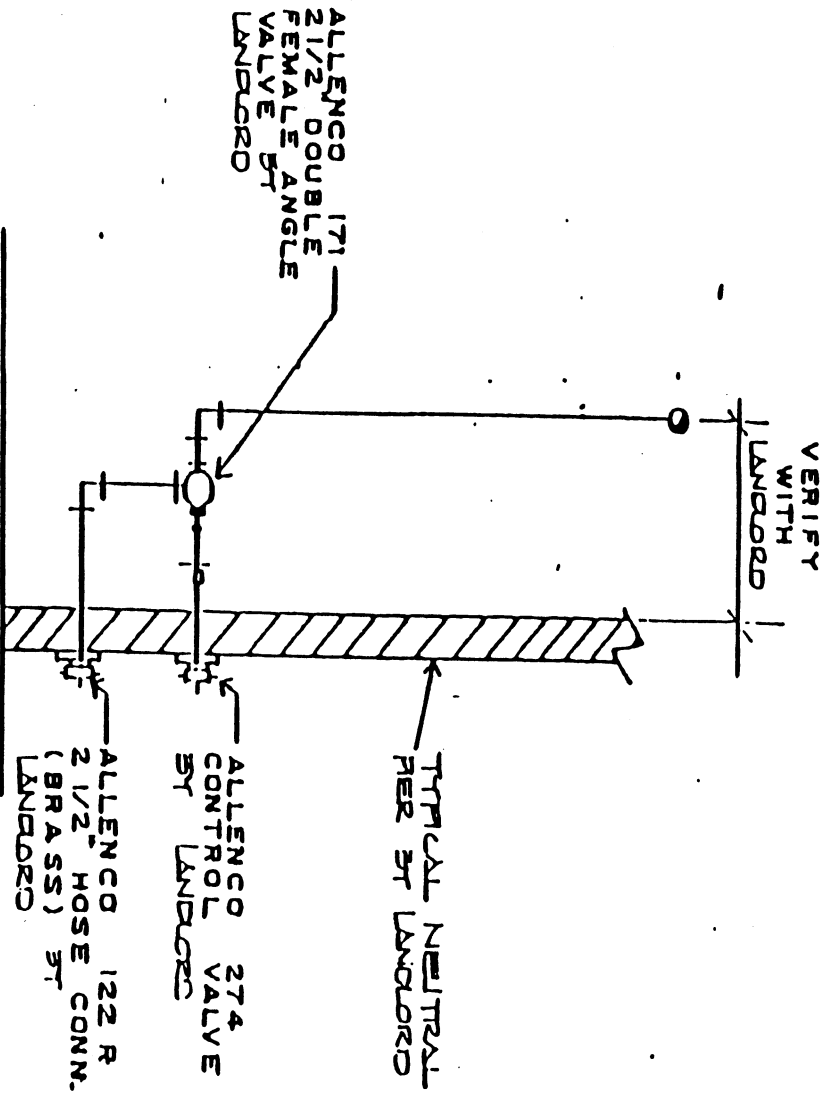
DATE: OCT 01 1980



NEUTRAL PIER & EXPANSION JOINT

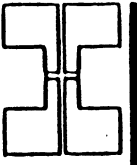
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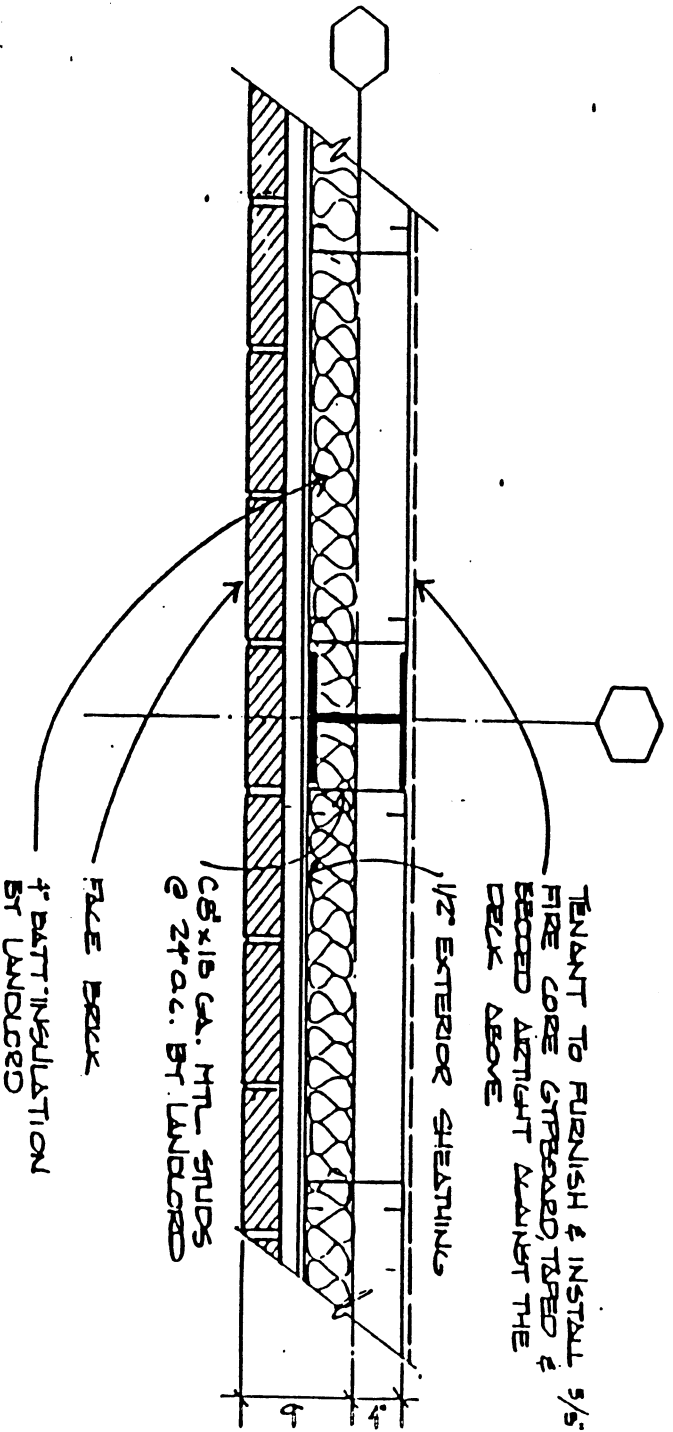
DATE: OCT 01 1980



ELEVATION OF ALLENBRO VALVE & NEUTRAL PER —SCALE:

DATE: OCT 01 1960

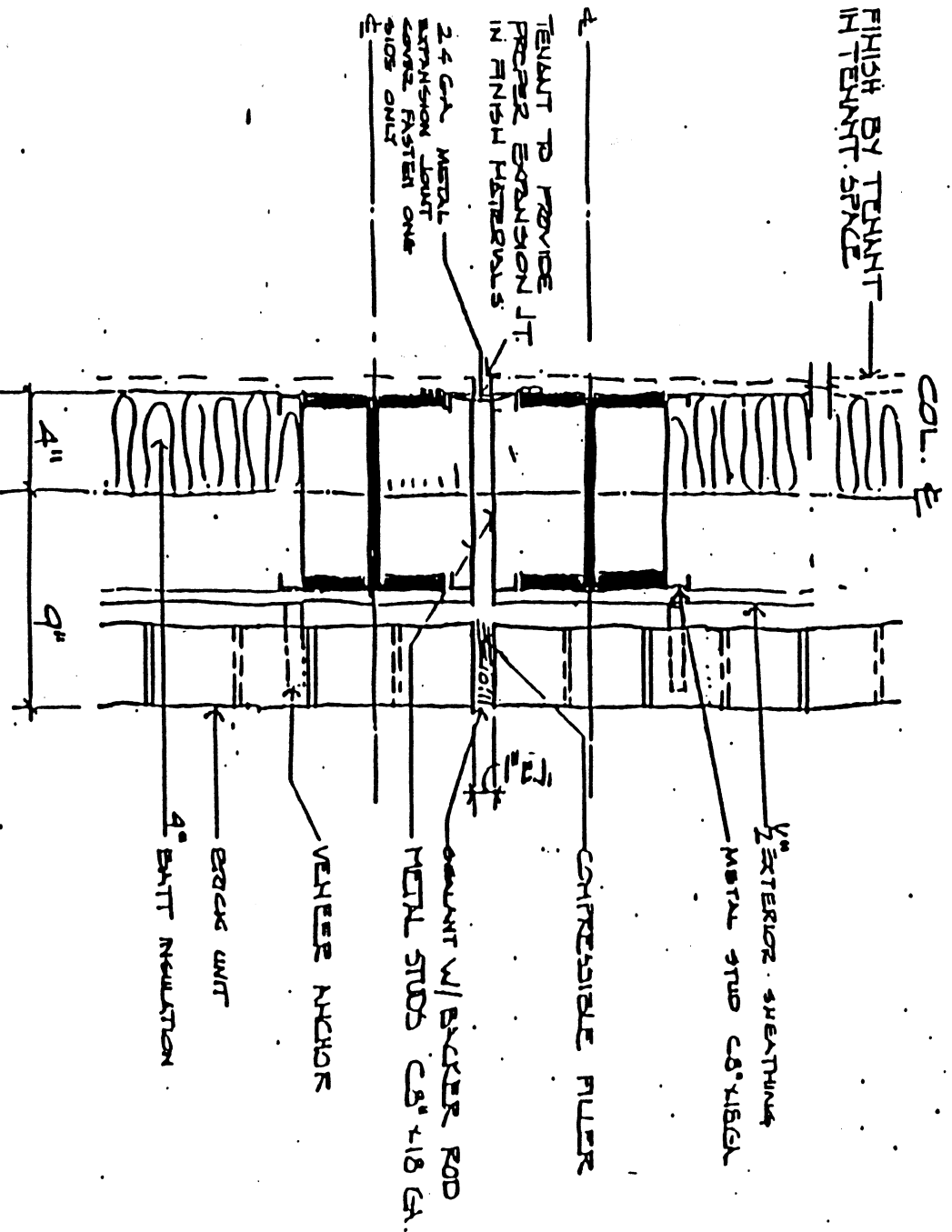




NOTE:
 WHERE JOISTS, DECKS, SLEEVES, PIPES, OR CONDUITS PENETRATE THIS WALL
 TENANT SHALL SEAL OUTWARD AIRTIGHT AROUND WITH METHOD
 APPROVED BY LANDLORD.

TYPICAL EXTERIOR WALL

SCALE: 1/2" = 1'-0"
 DATE: OCT 01 1988



TYPICAL EXPANSION JT. @ EXTERIOR WALL

SCALE: N.T.S. DATE: OCT 01 1980

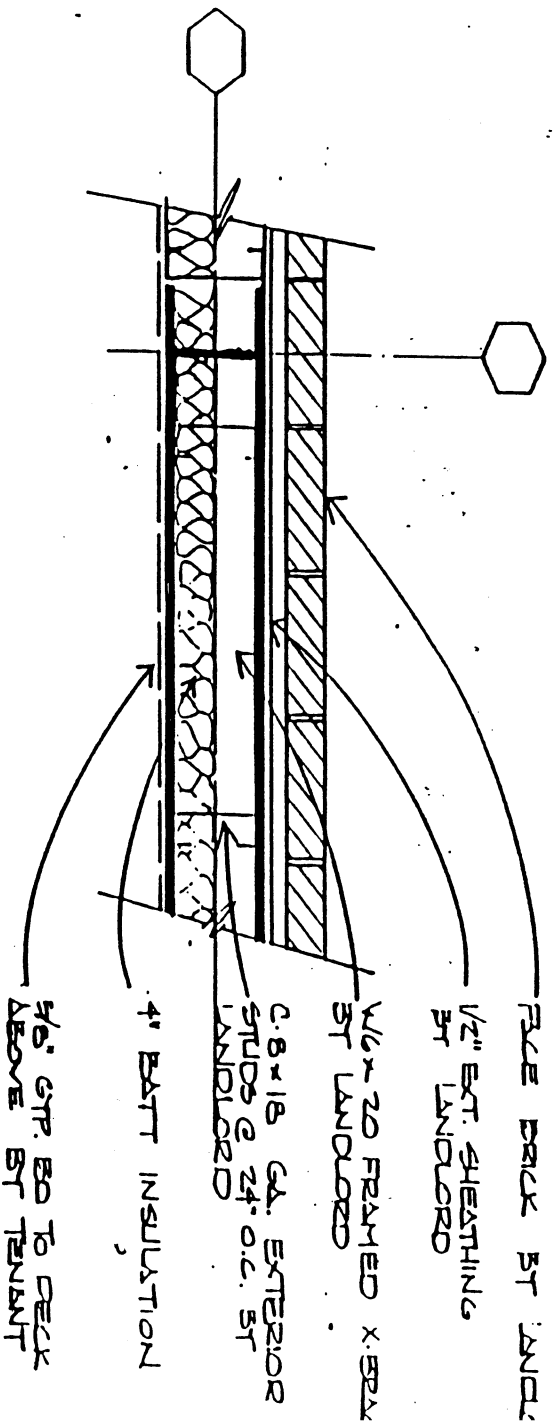
COLUMN SCHEDULE		
TYPE	SIZE	REMARKS
C-1	6" Ø PIPE	6"
C-2	8" Ø PIPE	8"
C-3	W8 x 24	7'7/8" x 6'1/2"
C-4	W6 x 48	8'1/2" x 8'1/8"
*C-5	W10 x 35	9'3/4" x 8"
C-6	W10 x 39	9'7/8" x 8"
C-7	W10 x 45	10'1/8" x 8"
C-8	W10 x 49	10" x 10"
C-9	W10 x 50	
C-10	W10 x 53	
C-11	W10 x 54	10'1/8" x 10"
C-12	W10 x 60	10'1/4" x 10'1/8"
C-13	W10 x 65	
C-14	W10 x 100	11'1/8" x 10'3/8"

NOTE: SEE COLUMNS ON TENANT PACKAGE & RELATE TO CHART ABOVE FOR CORRECT SIZES

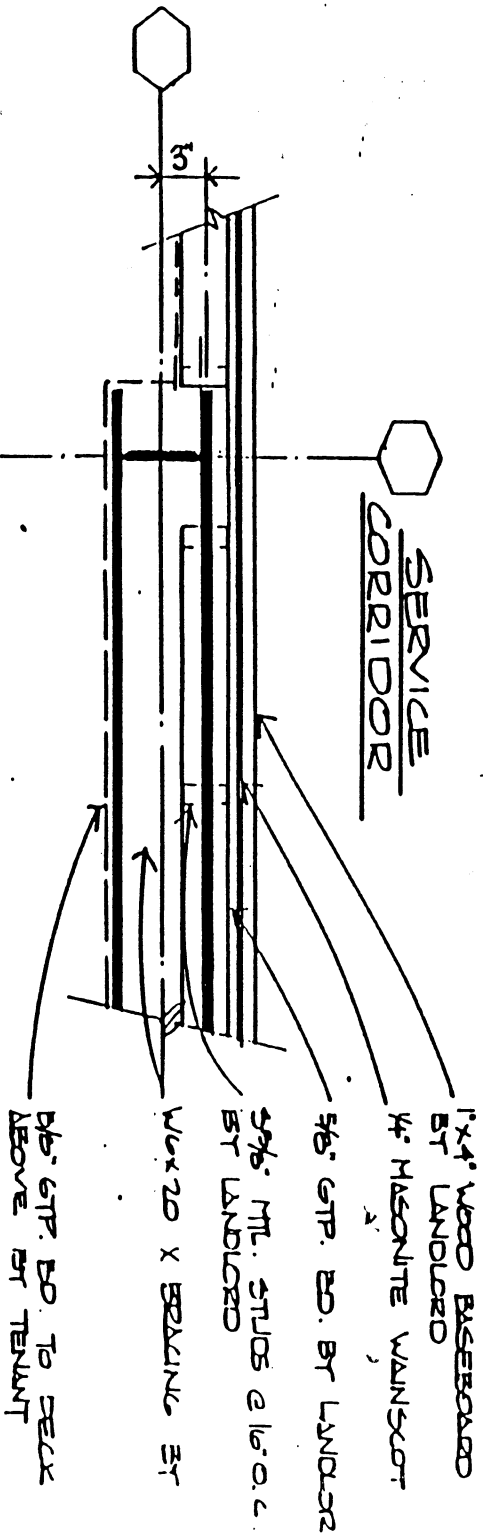
COLUMN SCHEDULE

SCALE:

DATE: OCT 01 1980



① X-BRACING & EXTERIOR WALL

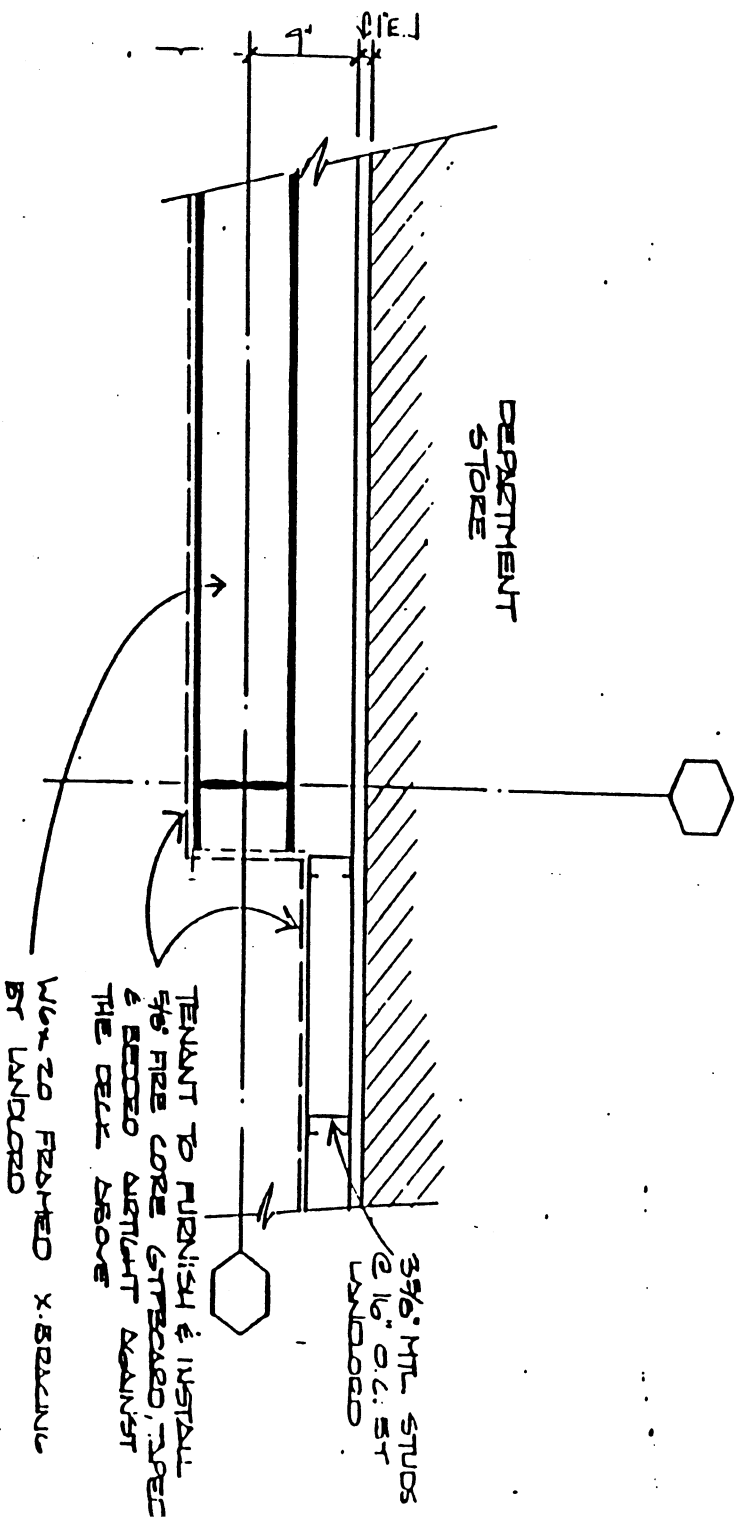


② X-BRACING & SERVICE CORRIDOR

TRP. X-BRACING DETAILS

SCALE: NTS

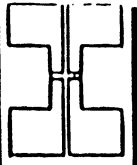
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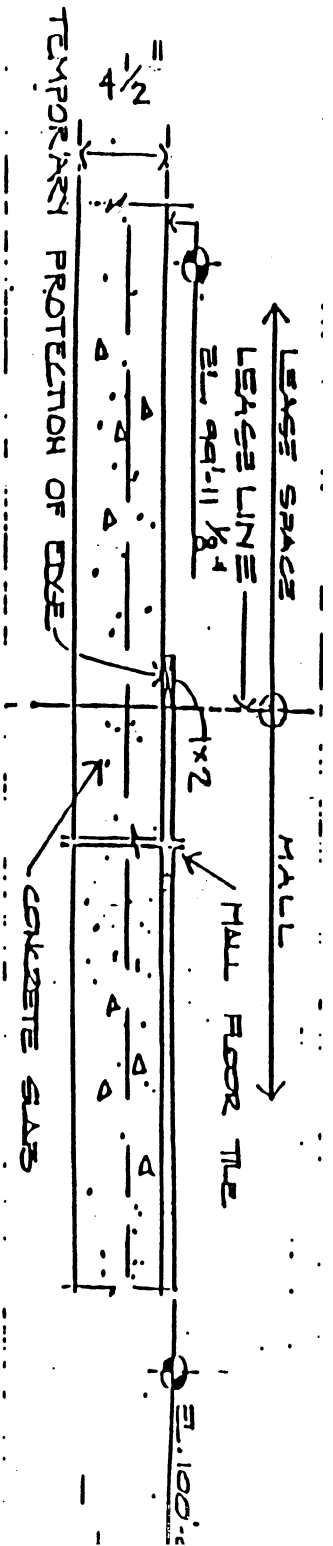


X-BRACING @ DEPT. STORE

SCALE:

DATE: OCT 01 1980



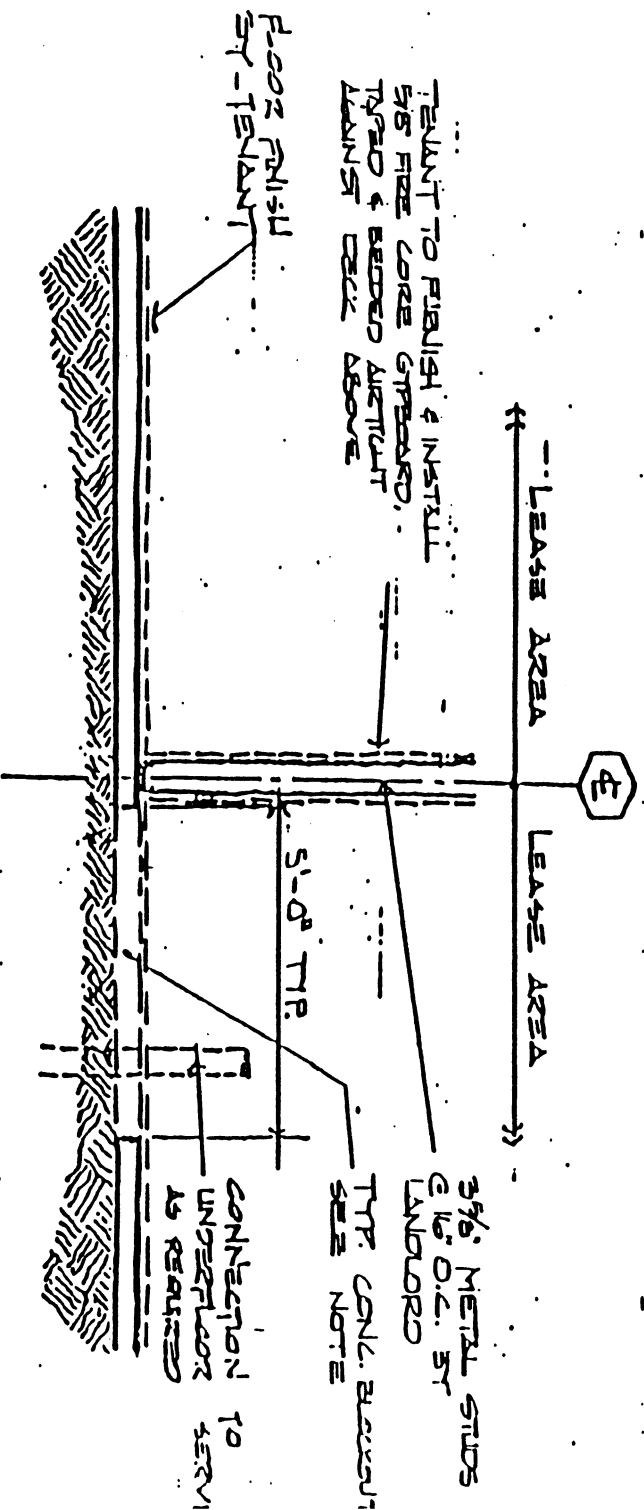


NOTE:
 1. TRAVEL FINISH FLOOR COVERING MATERIAL MUST BE SELECTED OR ADAPTED IN THICKNESS TO CORRESPOND EXACTLY WITH THE LEVEL OF FINISH HALL FLOOR AT THE LEASE LINE

FINISHED FLOOR ELEVATIONS

SCALE: N.T.S.

DATE: OCT 01 1950



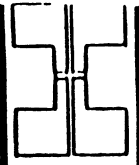
TENANT TO PURCHASE & INSTALL
 5/8" FIRE CORE GYPSUM,
 TYPED & BEDED AUSTRIAN
 AGAINST CEILING ABOVE

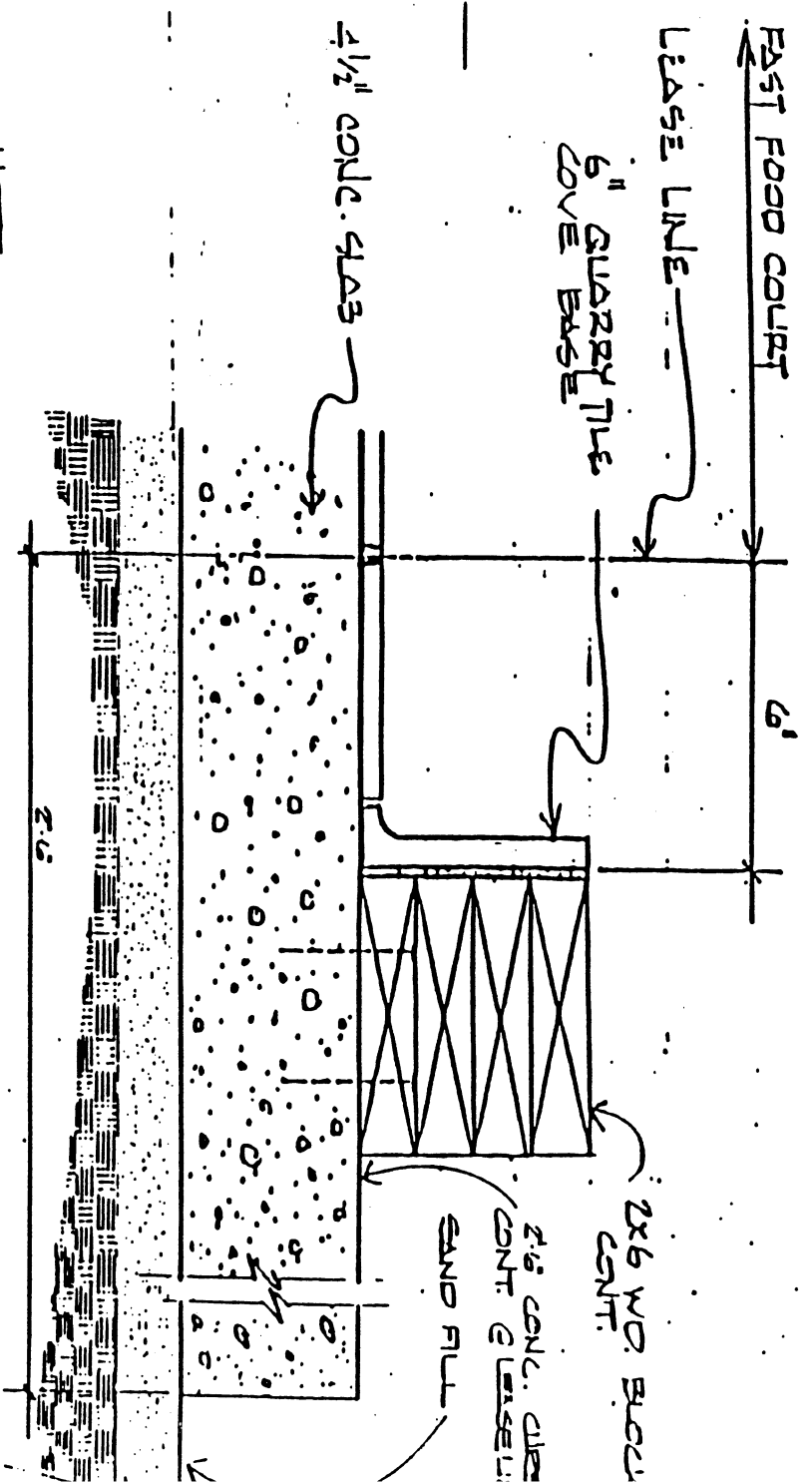
3/8" METAL STUDS
 @ 16" O.C. BY
 LANDLORD
 TYP. CONCL. BLOCKS;
 SEE NOTE
 CONNECTION TO
 UNDEVELOPED
 AREA AS REQUIRED

NOTE:
 1. TENANT TO PROVIDE 6 MIL POLYETHYLENE SHEET VAPOR
 BARRIER WITH ALL JOINTS SEALED & SEALED NOT LESS THAN 2"
 OR TAPED PER MANUFACTURER'S SPECIFICATIONS
 2. TENANT TO PROVIDE CONCRETE BLOCKOUT SLABS @ 3000 PSI
 AFTER 28 DAYS REINFORCED WITH UNIONO'VEED WIRE REEL

TRIAL FLOOR SLAB BLOCKOUT

SCALE: N.T.S.
 DATE: OCT 01 1980



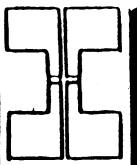


NOTE:

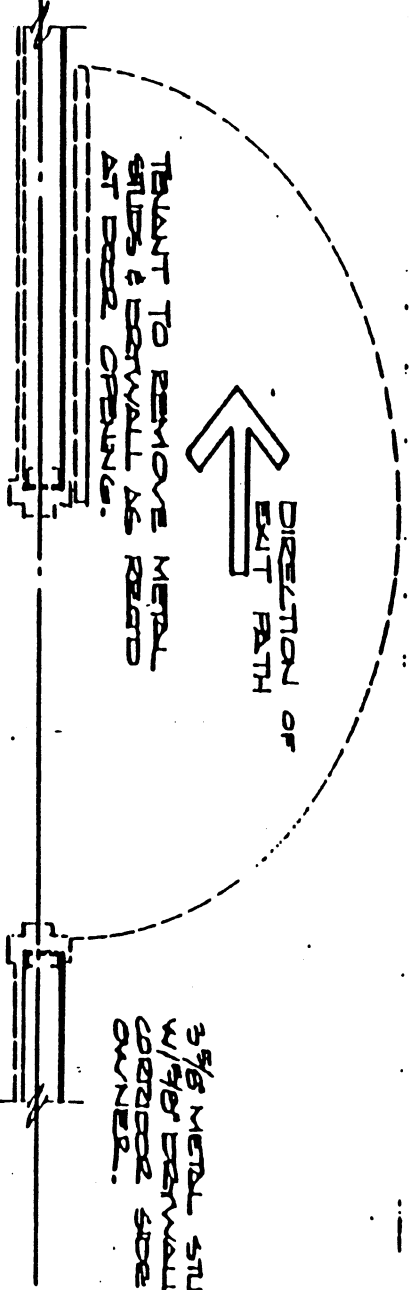
1. WHERE SLAB OMITTED TENANT TO PROVIDE 6 MIL POLYETHYLENE SHEET UNDER BARREER WITH ALL JOINTS LAPPED & SEALED NOT LESS THAN 6" OR TAPPED PER MANUFACTURERS SPECIFICATIONS.
2. TENANT TO PROVIDE CONCRETE SLAB @ 3000 PSI AFTER 28 DAYS REINFORCE WITH 6/1010 WELDED WIRE FABRIC.

CONCRETE SLAB & BASE @ LEASE LINE — SCALE: N.T.S.

IN FAST FOOD AREA — DATE: OCT 01 1980



← TENANT SPACE CORRIDOR →



DIRECTION OF EXIT PATH
 ←
 TENANT TO REMOVE METAL STUDS & DEMO WALL AS NOTED AT DOOR OPENING.

3/8" METAL STUDS W/ 1/4" DEMO WALL ON CORRIDOR SIDE BY OWNER.

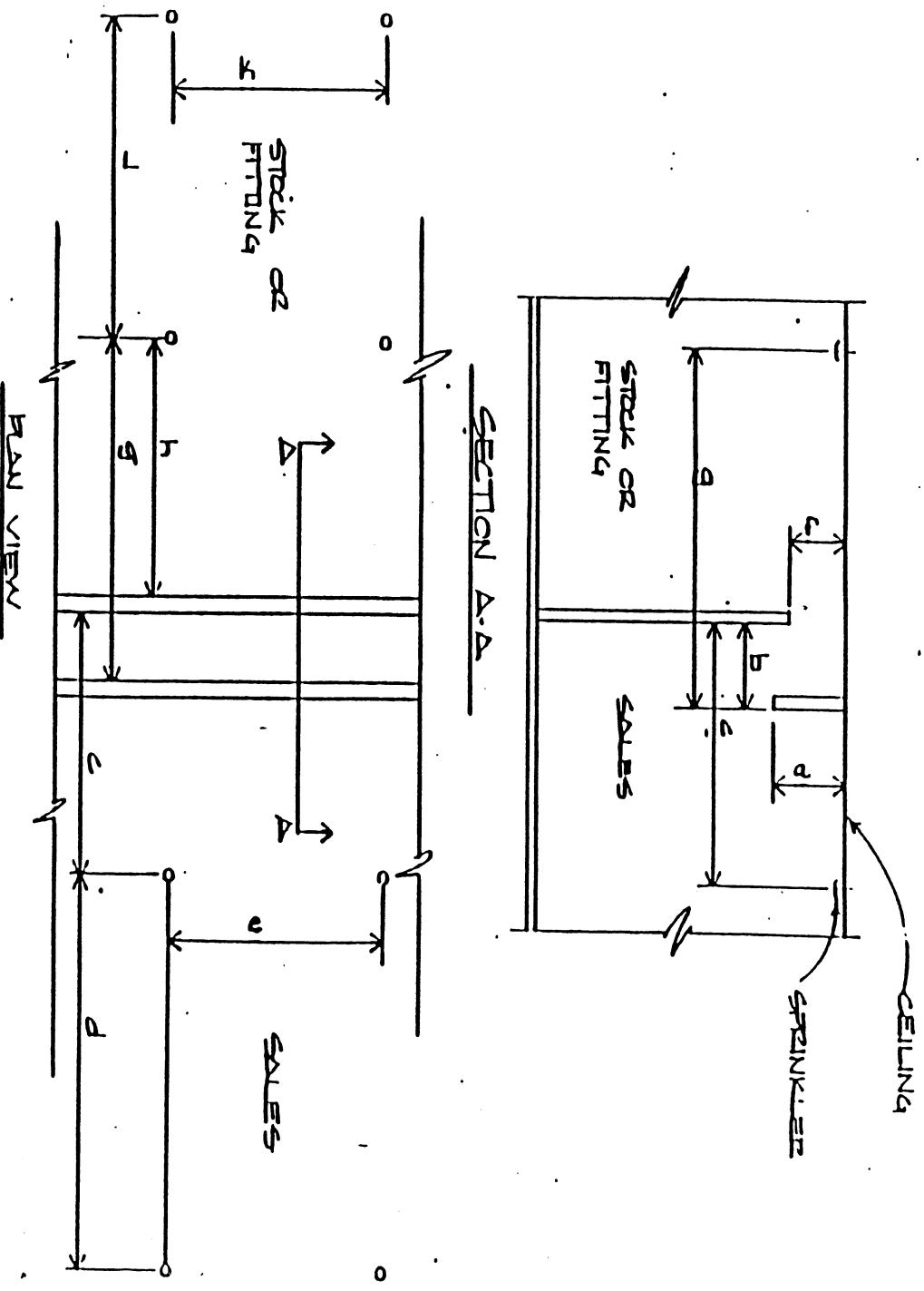
1/2" DEMO WALL BY TENANT EXTEND TO & SEAL AGAINST STRUCTURE ABOVE

1. 2" LABEL DOOR & FRAME & METAL STUD FRAMING JAMBS & HEAD BY TENANT, (MILL DOOR SIZE & SWING TO) UNLESS THIS DOOR IS A REAR MEAN OF EGRESS FROM TENANT SPACE. THE DOOR SHALL OPEN INTO CORRIDOR & SWING 180° IN DIRECTION OF EXIT PATH THRU CORRIDOR. TENANT TO PATCH DEMO WALL, WALKOFF AND BASEBOARDS, ALSO PROVIDE WALL MOUNTED STOP.

TRP DOOR @ CORRIDOR

SCALE: N.T.S.

DATE: OCT 01 1980



A. SPRINKLER PROTECTION IS REQUIRED BETWEEN THE BUFFLE AND THE WALL UNLESS ONE OF THE FOLLOWING CONDITIONS ARE SATISFIED WHEN F.O.O.

1. $C \leq T + U$
2. $C \leq L + B$
3. $B \leq 4'0"$
4. $E \times D \leq 150 \text{ ft}$
5. $2C \times g \leq 150 \text{ ft}$

B. WHEN SPRINKLERS ARE REQUIRED IN THE BUFFLE FOR ITEM "A" THEY CAN BE ELIMINATED IF ALL THE FOLLOWING CONDITIONS ARE SATISFIED.

- STOCK & SALES BY
1. $f \geq 10'$
 2. $g \leq T + U$
 3. $2g \times h \leq 150 \text{ ft}$
 4. $U \times K \leq 150 \text{ ft}$

- STORE BY
1. $f \geq 10'$
 2. $g \leq T + U$
 3. $2g \times h \leq 150 \text{ ft}$
 4. $U \times K \leq 100 \text{ ft}$

CEILING BUFFLES FOR RETAIL STORES & — SCALE: N.T.S.

OTHER ORDINARY HAZARD OCCURRENCES — DATE: OCT 01 1990

Any modifications to Landlord's existing sprinkler system must be approved in writing by Schirmer Engineering Corporation. Sprinkler modification shop drawings should be included in Tenant's design submittal to as outlined in item 10 below. These shop drawings should include but not be limited to pipe sizes, pipe lengths, sprinkler type, and dimensions.

We encourage the tenant to submit drawings before construction begins. Tenants without written approval will be subject to a visual inspection after the work is complete. It will be the tenant's responsibility to correct any deficiencies found at that time.

1. Design and install sprinklers per NFPA 13, latest edition.
2. 130 sq. ft. maximum spacing in sales areas.
3. 100 sq. ft. maximum spacing in stock areas.
4. 165 degree temperature rated sprinklers in sales areas.
5. 212 degree temperature rated sprinklers in display windows, electrical panel rooms and water heater rooms.
6. 286 degree temperature rated sprinklers in stock and storage room areas.
7. Design densities for calculated areas:
 - a. Sales area: NFPA 13, ordinary hazard, Group 2
 - b. Stock areas; NFPA 13, ordinary hazard, Group 3, if storage 12 ft. or less
 - c. Stock areas; NFPA 231c, if storage over 12 ft.
 - d. Use 500 GPM for hose stream demands
8. For sprinkler under ceiling baffles, see enclosed detail 37.
9. Tenant sprinkler systems shall give coverage up to tenant lease line. The mall sprinklers shall not be used as partial coverage over the tenant lease line.
10. One sapia and three blue-line prints of the completed tenant sprinkler shop drawing shall be submitted to SEC for review before fabrication and installation.
11. No combustible material is allowed above the tenant ceiling unless sprinkler protection is provided above the ceiling.
12. There shall be at least 18" clearance between ceiling sprinklers and stock, storage, merchandise or displays.
13. Decorative wood beams, hung lighting and changes in ceiling height shall have sprinklers spaced as if the obstruction were a full height wall or in accordance with NFPA 13, 1976 edition, Table 4-2.4.6, page 72.

BASIC

SPRINKLER DESIGN

SCALE: N.T.S.

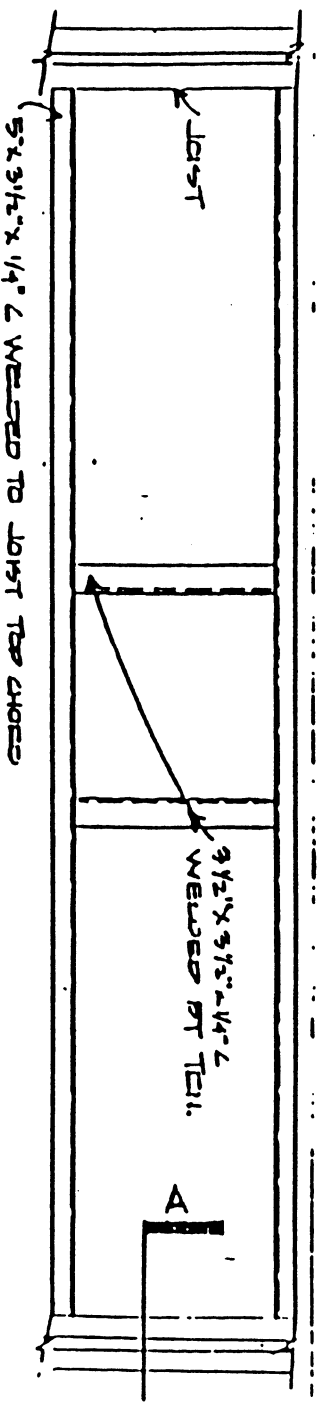
STANDARDS FOR TENANT AREAS

DATE: OCT 01 1980

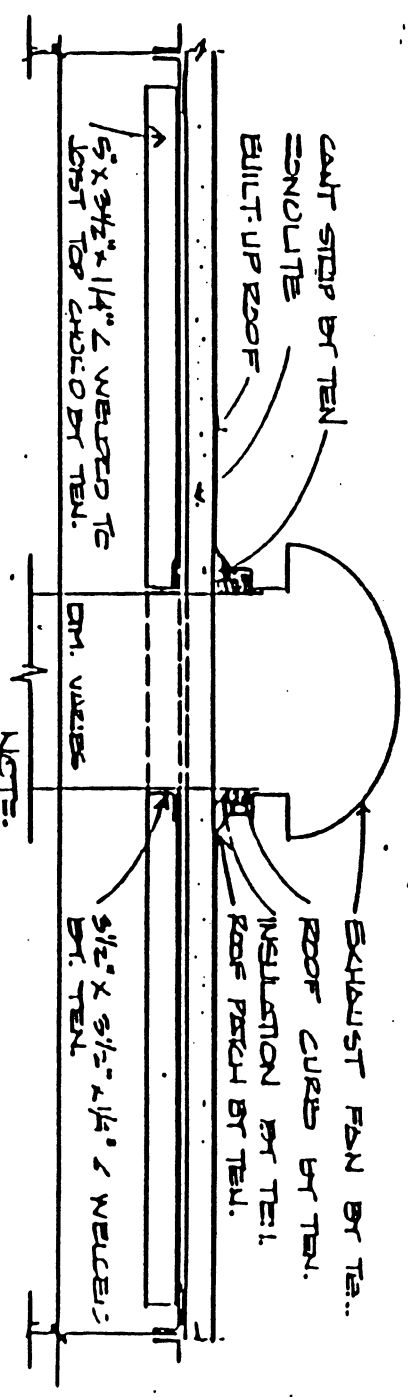
38

ROOF PENETRATION DESIGN & INSTALLATION CRITERIA

- 1.) LOCATION: Exhaust fans shall be no less than 20'.0" from any air intakes. Verify all existing A/C locations with landlord. These drawings are subject to change without notice. Location should be included with drawing design submittals.
- 2.) DESIGN: Shall conform to lease exhibit "C" & "D". Curb design shall conform with the attached details. Any Roof opening larger than 12" must have reinforcing steel as noted in drawing below. When equipment such as condensers are replaced on roof, redwood sleepers spanning the bar joists must be used.
- 3.) INSTALLATION: Tenant shall contact Landlord's roofing contractor for any roof penetrations and/or roof patches. All pipe penetrations & sleepers to be installed by Landlord's roofing contractor.



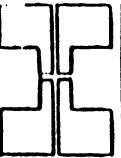
PLAN VIEW OF REINFORCING STEEL

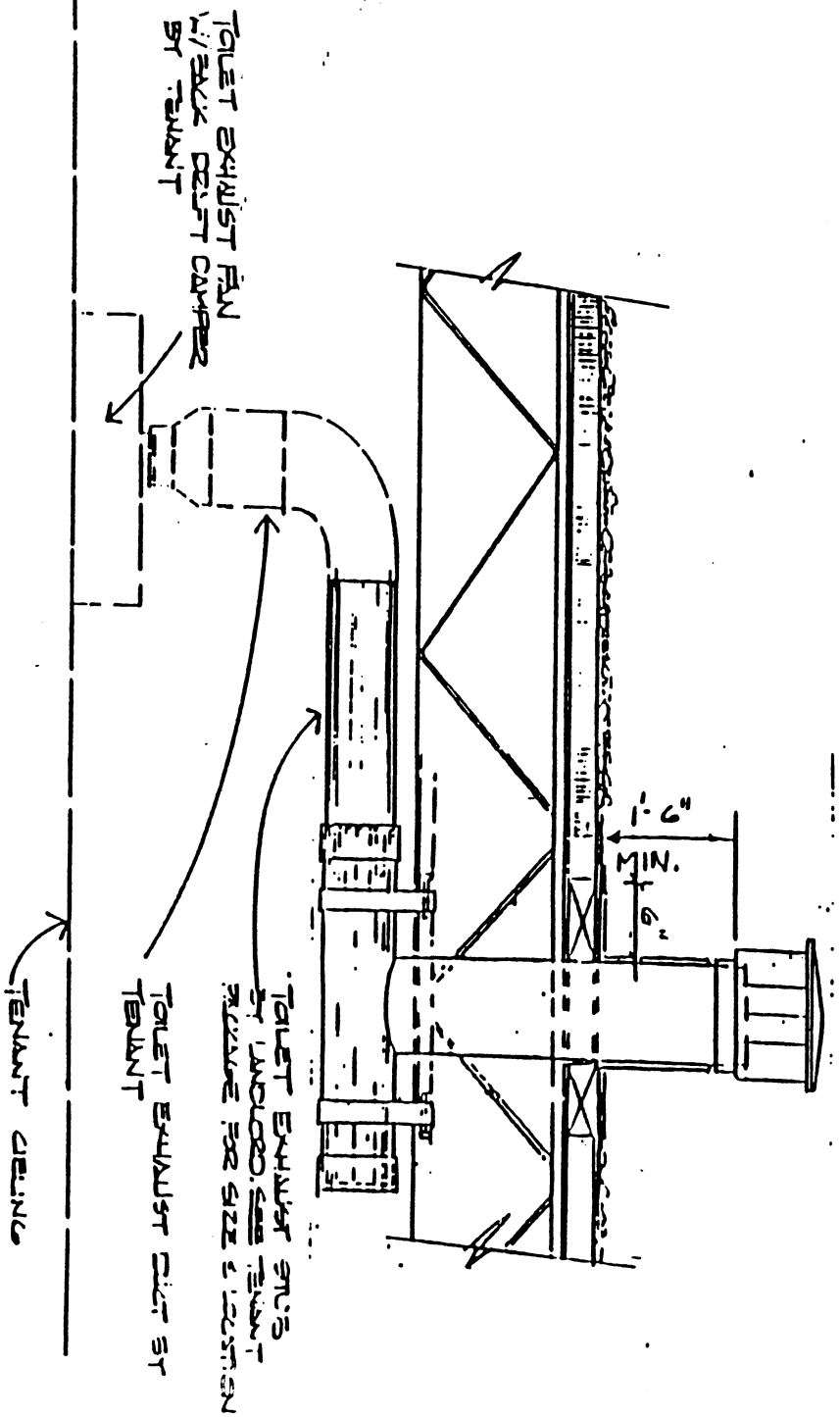


SECTION A NOTE: REFER TO NOTE 5 ABOVE

ROOF PENETRATION DESIGN. CURBING AND REINFORCING STEEL

SCALE: N.T.S.
DATE: OCT 01, 1989

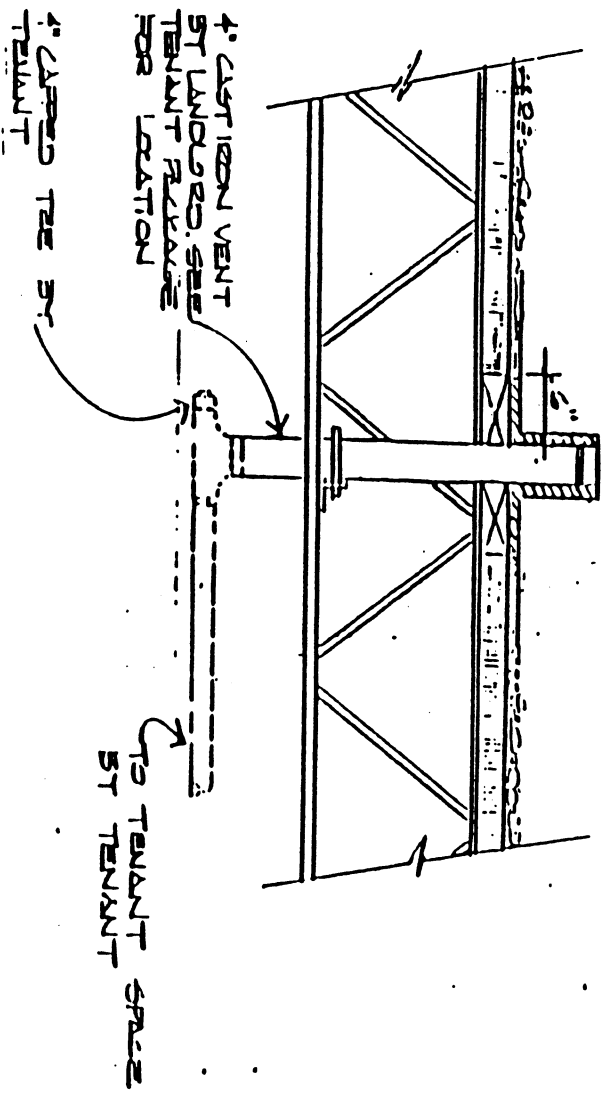




TR TOILET EXHAUST VENT

SCALE: N.T.S.

DATE: OCT 01 1980

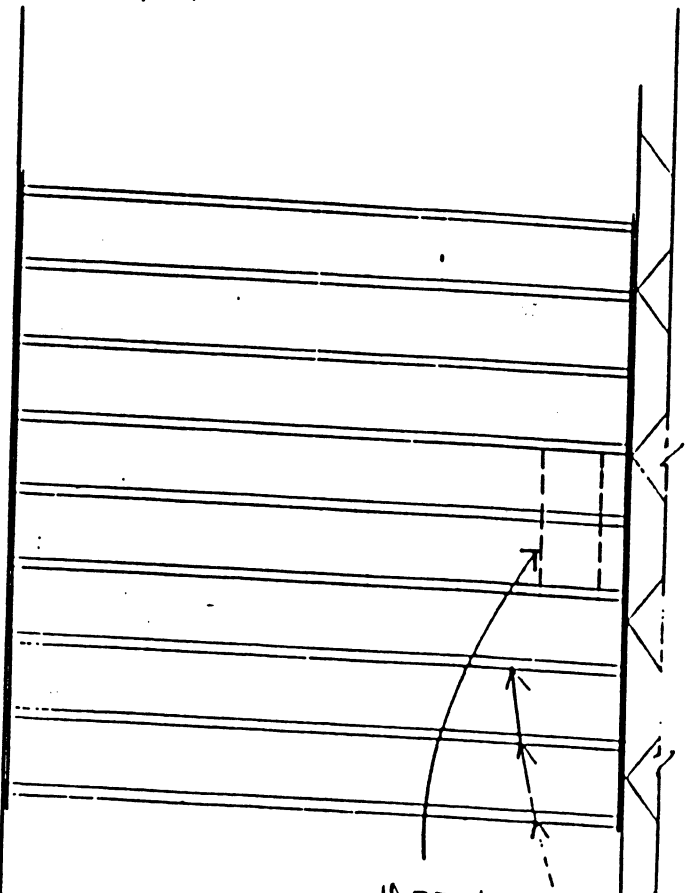


NOTE:
 1. PLASTIC OR COPPER VENT PIPING WILL NOT BE ACCEPTABLE
 2. WHEN TENANT CONNECTIONS TO VENT STACK & 4" CARVED TEE
 WILL BE REMOVED BY TENANT FOR FUTURE CONNECTIONS

TOP TOILET VENT STACK CONNECTION

SCALE: N=5

DATE: OCT 01 1980



3 3/8" HTL. STUDS @ 16" C.

TEENANT IS REQUIRED TO PROVIDE OPENING BEYONDING RETURN AIR SHOWN ON TENANT'S

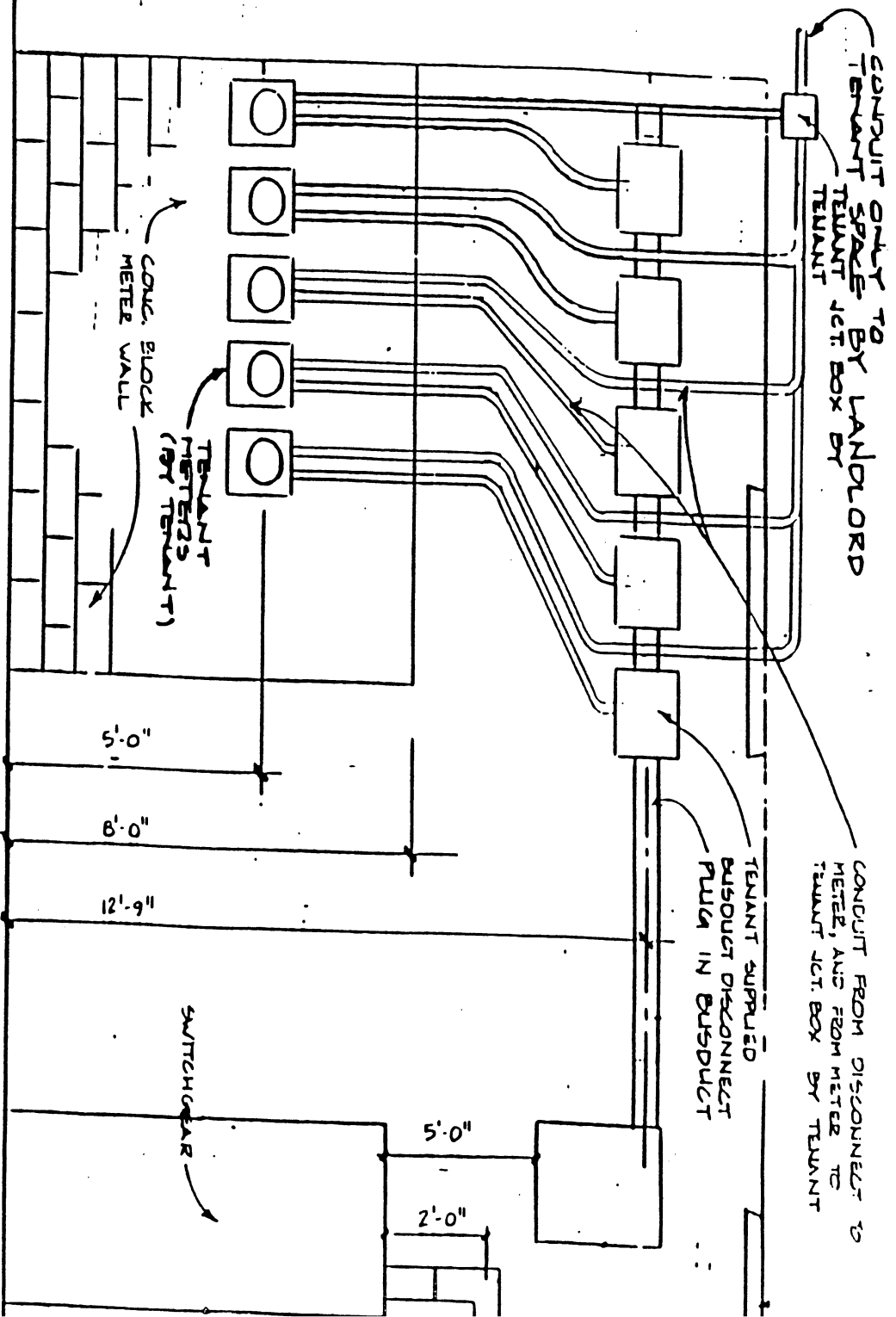
NOTE:

1. TENANT IS REQUIRED TO PROVIDE RETURN AIR OPENING ABOVE FINISHED CEILING, LOCATION AND SIZE SHOWN ON TENANT DRAWING.
2. BURGULAR BARS TO BE INSTALLED BY TENANT @ TENANT'S EXPENSE.

TYPICAL RETURN AIR OPENING

SCALE: NTS

DATE: OCT. 1, 1982



1. Install all meters within the 16 $\frac{1}{2}$ ' space designated for each Tenant space.
2. Proper location for busduct disconnect will be numbered according to lease number.
3. Prior to H&P installing meter, Homart must inspect installation of all equipment.

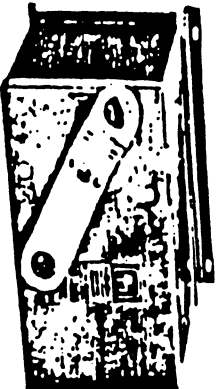
TYPICAL ELECTRICAL SERVICE

SCALE: N.T.S.

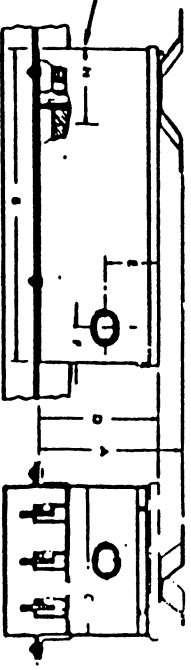
DATE: 10.1.80

GOULD - I.T.E.

FUSIBLE VACU-BREAK SWITCH PLUGS—FLOOR-OPERATED



Fusible and non-fusible Vacu-Break Switch Plugs are available in sizes of 30 to 600 amperes, 3 pole, 600 volts or less, or 4 pole solid neutral, 240 or 480 volts ac. They are operating-type plugs. The Vacu-Break principle minimizes arcing, prevents pitting and burning of line and load contacts and reduces maintenance costs. The plug is quick make and quick-break and is horsepower-rated.



Capacity Amperes	DIMENSIONS—inches						Conduit Sizes—inches		
	A	B	C	D	E	F	M	3 Pole	4 Pole
30-60	10 1/2	12	7 1/2	9	4 1/2	1 1/2	3 3/4	1/2, 3/4, 1, 1 1/4	
100	10 1/2	15	7 1/2	9	4 1/2	1 1/2	3 3/4	3/4, 1, 1 1/4, 1 1/2	
200	11	19 1/2	9 1/2	9 1/2	4 1/2	2 3/4	3 3/4	1/2, 3/4, 1, 1 1/4, 1 1/2, 2, 2 1/2	
400-600	14 1/2	30 1/2	14 1/2	12 1/2	5 1/2	3 1/2	9 1/2	3, 3 1/2, 4	

30 305 16451
 60 305 16452
 100 305 16453
 200 305 16454

FUSIBLE VACU-BREAK SWITCH PLUGS—Floor-Operable!

* Grounding Plug—When required for any XL-U or XL-X plug must be specified by adding Suffix G to plug Cat No. Add \$22.00 to list price. When 60 direct capacity receptacle terminals for aluminum or ANQA for copper capacity must be specified in order number and arrangement of terminal lugs.

** 480 volt ratings

† Performance available from stock. When ordering circuit breaker plug complete with breaker factory, include show time for assembly and SPECIFY Enclosure Frame Size Phases and Ampere Rating Example: One UL310M-4F-3P-70A-Factor-Assembled

‡ Chemical Solvents—Must be used with Blue Plug or Plug in Branch-Bus Adapters mounted on 100, 600, or 1000 ampere 6BD circuit or on 600 or 1000 ampere 6Cw circuit

§ CLASS J FUSES—Adapter kits available for converting switches to Class J base. See Accessories table on page 203 for prices.

¶ See Grounding Wires—See page 249

‡ Language change not recommended for air fusible Vari-U-Break Switch plug

3 PHASE, 4 WIRE

Manufacturer Ratings, AC	Cal. No.	BD, LO, X Plug-In	XL-X Price
300 (MEC)	UV481	BD, LO, X Plug-In	183
150	UV482	BD, LO, X Plug-In	201
75	UV483	BD, LO, X Plug-In	201

LINE-SHIELD SHIELDS FOR FUSIBLE VACU-BREAK SWITCH PLUGS

Cat. No.	Line Shield Kit Description	Each Kit Price
WS3148	For 30-100 amp 1/2" RV plugs	810.30
WS3150	For 30-100 amp 1/2" UV plugs	10.30
WS3151	For 200 amp 1/2" RVALV plugs	20.50
WS3152	For 400 amp 1/2" RVALV plugs	20.50
WS3153	For 600 amp 1/2" RVALV plugs	20.50

Note: If ordered with plug, shield and wall the disconnect separator. Shield and shipping cartons are included. 70 in. 100 amp. 1000 amp. 200 amp. - 5

ELECTRICAL BUSDUCT DISCONNECT

SWITCH SPECS

--- SCALE: ---

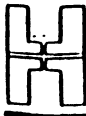
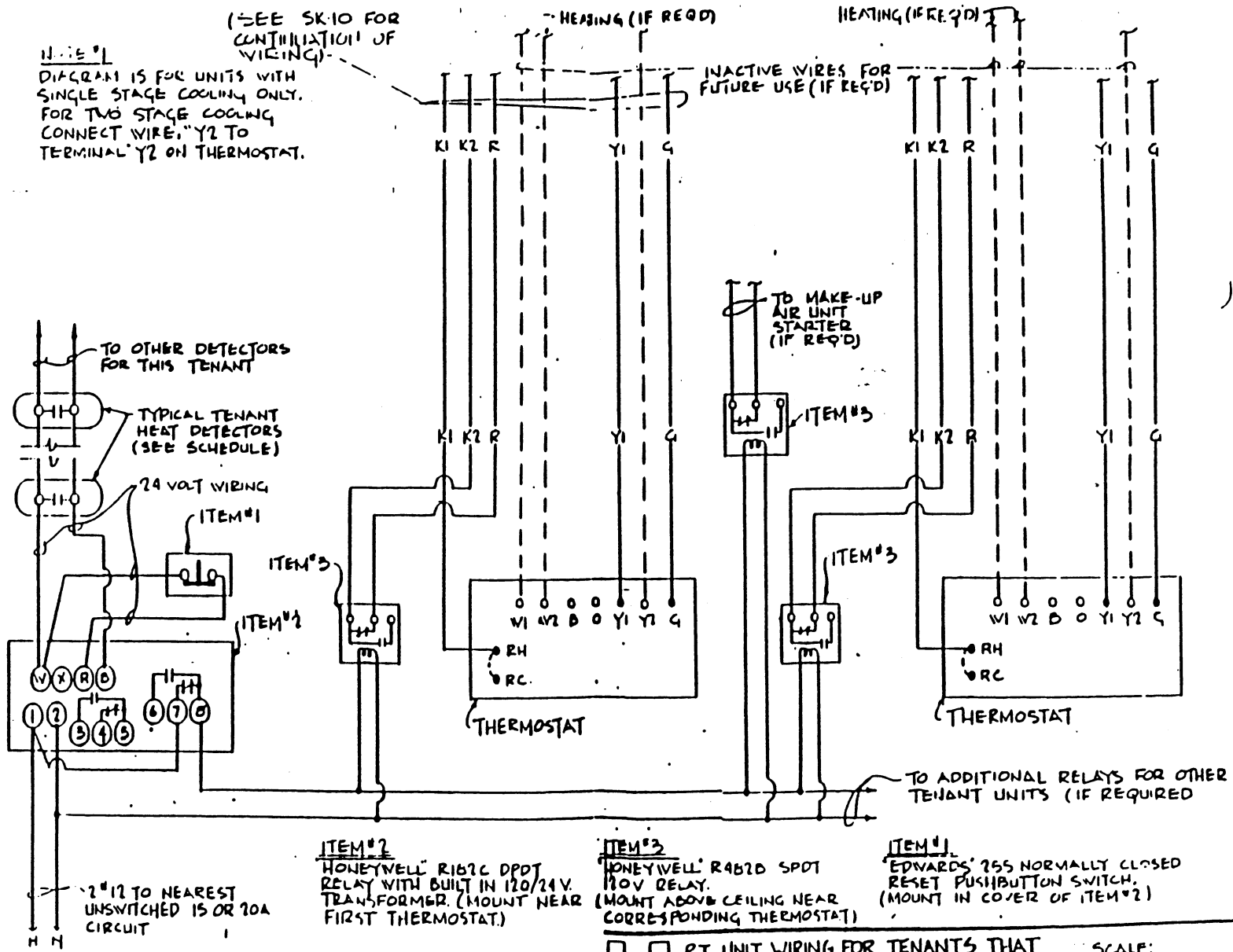
--- DATE: ---

OCT 1 1950

NOTE #1

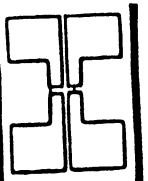
DIAGRAM IS FOR UNITS WITH SINGLE STAGE COOLING ONLY. FOR TWO STAGE COOLING, CONNECT WIRE "Y2 TO TERMINAL 'Y2 ON THERMOSTAT.

(SEE SK-10 FOR CONTINUATION OF WIRING)



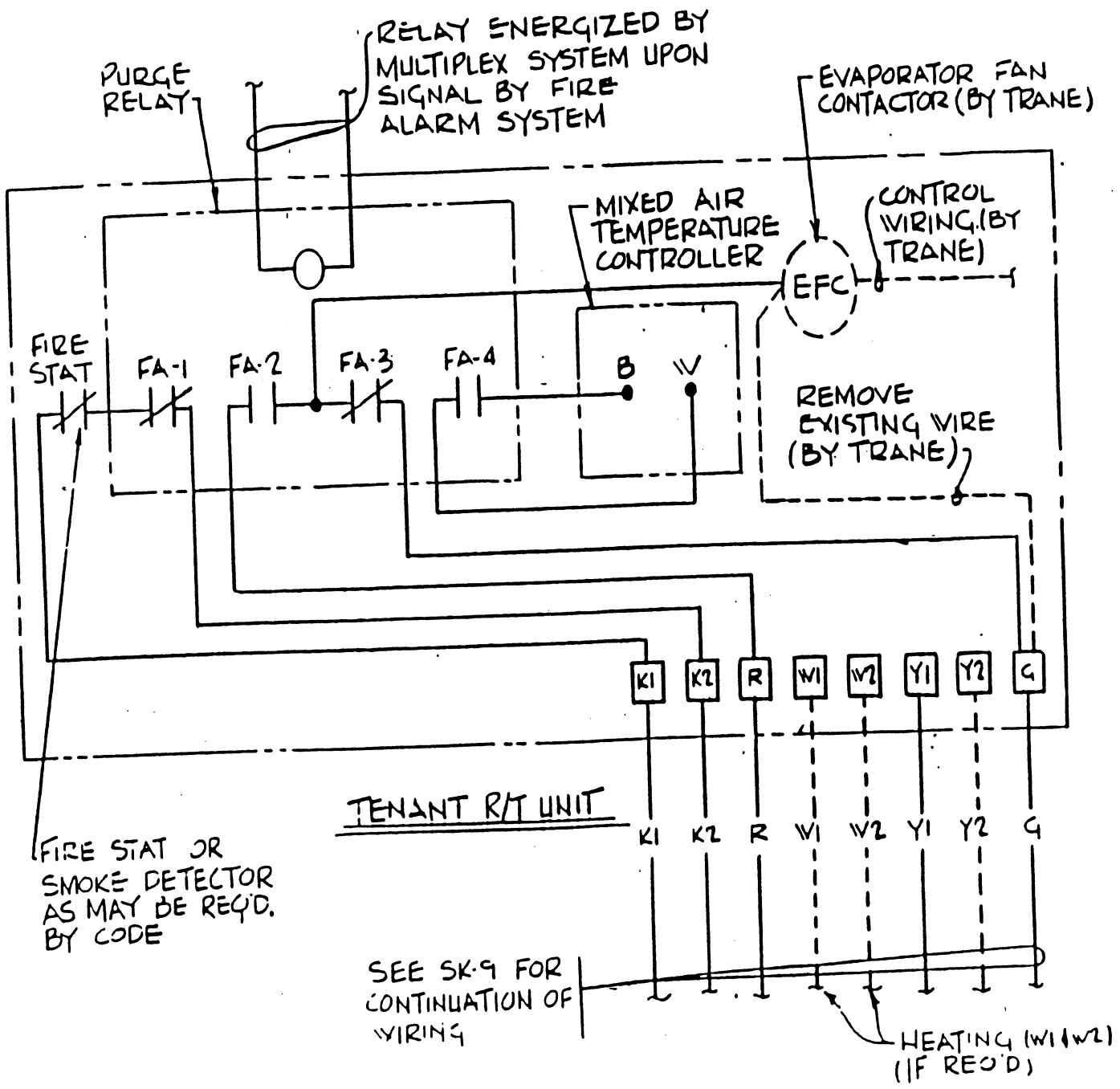
RT UNIT WIRING FOR TENANTS THAT PROVIDE (2) OR MORE UNITS

SCALE: _____
DATE: _____ 45
OCT 1 1930



RI UNIT WIRING FOR TENANTS THAT
PROVIDE OWN UNIT

SCALE:
DATE:
OCT 1 1955



1. TENANT ROOFTOP AIR-CONDITIONING UNITS - SEQUENCE OF OPERATION

A. Normal Operation

1. Unit is under control of its own thermostat. Unit may be turned off or on manually by the switch on the thermostat.

B. Fire Alarm

1. Fire location in other areas.
 - a. Sprinkler water flow initiates a signal in the multiplex system which energizes the purge relay located in the unit. Energizing the purge relay permits the following events:
 - (1) Unit-thermostat is bypassed starting the evaporator fan independent of position of the thermostat switch.
 - (2) Outside air dampers modulate toward the 100% open position while return air damper moves toward the closed position by by-passing the mixed air controller. Space is now pressurized minimizing any smoke infiltration. Air flows into the mall which is at a lower pressure with respect to the tenant space.
 - (3) Compressor relay is de-energized to prevent compressor from starting which could result if switch is in "auto" position and thermostat is calling for cooling.
 - (4) Unit is manually reset by resetting the fire alarm panel.
2. Fire location in this tenant space.
 - a. Sprinkler water flow initiates a signal in the multiplex system which energizes the purge relay located in the unit with no distinction as to the affected space.
 - b. Heat detectors mounted on the ceiling of the tenant space will shut down all air-conditioning units and make-up air units serving that tenant space where the detectors are activated. Outside air dampers shall resort back to the closed position while return air dampers open. Units can be restarted by manually resetting the shut-off relay by means of a push button reset.
 - c. A fire stat located in the return air ductwork may also deactivate the unit.
 - d. Above procedure results in the space where the fire originates to be at a lower pressure with respect to adjacent areas, resulting in containment of the smoke.

REQUIREMENTS FOR TENANTS THAT

PROVIDE A/C UNITS

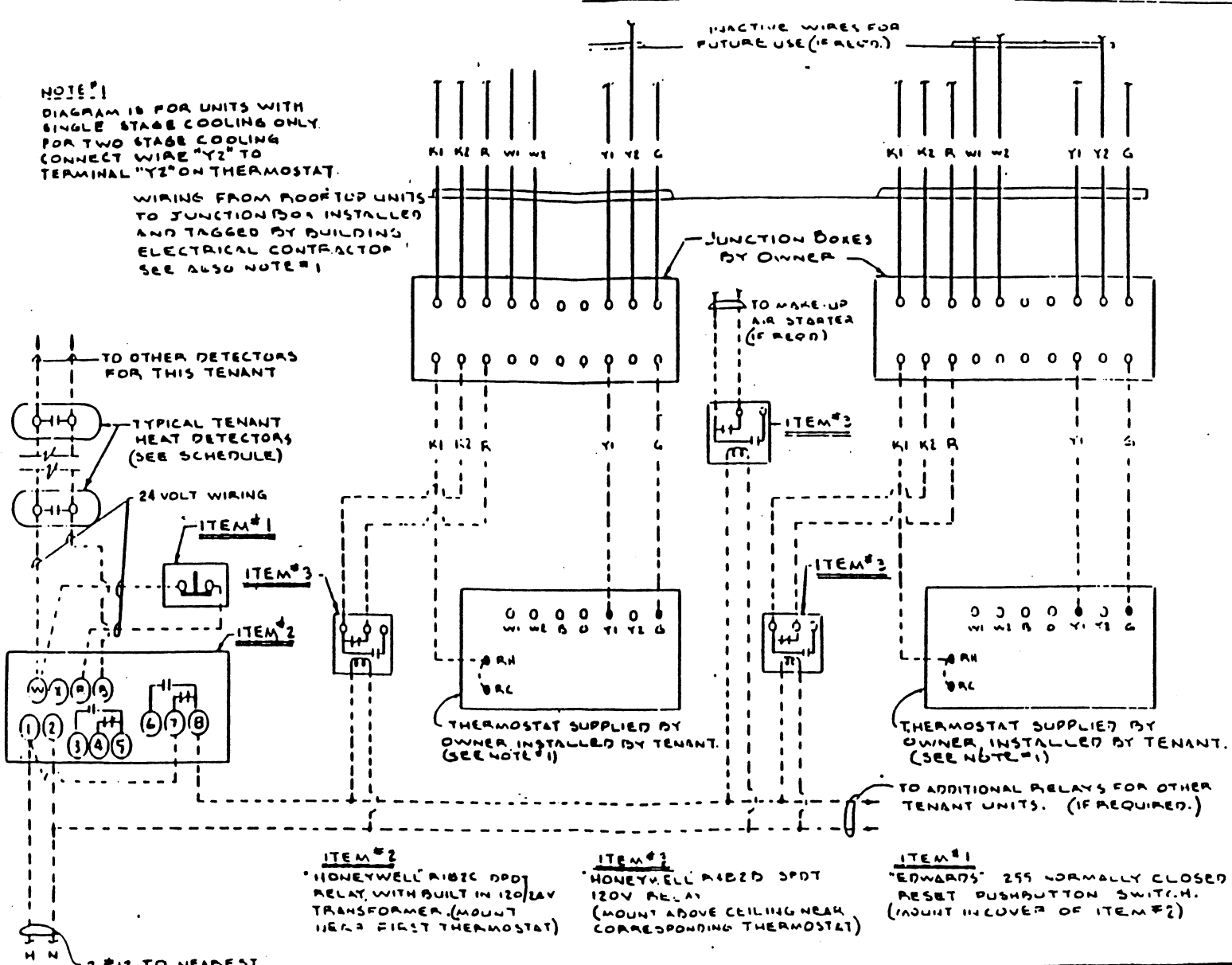
SCALE:

DATE:

OCT 1 1960

NOTE #1
 DIAGRAM IS FOR UNITS WITH
 SINGLE STAGE COOLING ONLY.
 FOR TWO STAGE COOLING
 CONNECT WIRE "Y2" TO
 TERMINAL "Y2" ON THERMOSTAT.

WIRING FROM ROOFTOP UNITS
 TO JUNCTION BOX IS INSTALLED
 AND TAGGED BY BUILDING
 ELECTRICAL CONTRACTOR.
 SEE ALSO NOTE #1



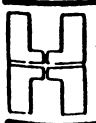
ITEM #2
 HONEYWELL R1B2C 3PDT
 RELAY WITH BUILT IN 120/24V
 TRANSFORMER. (MOUNT
 NEAR FIRST THERMOSTAT)

ITEM #3
 HONEYWELL R1B2D 3PDT
 120V RELAY
 (MOUNT ABOVE CEILING NEAR
 CORRESPONDING THERMOSTAT)

ITEM #1
 "EDWARDS" 255 NORMALLY CLOSED
 RESET PUSHBUTTON SWITCH.
 (MOUNT IN COVER OF ITEM #2)

2 #12 TO NEAREST
 UNSWITCHED 15 OR 20A
 CIRCUIT

DASHED LINES INDICATE
 WIRING BY TENANT



R/T UNIT WIRING SCHEMATIC W/HEAT DETECTORS FOR SCALE: _____

TENANTS W/(2) OR MORE UNITS. P.W. EUP AIR INCL. E.I.S.T.E.:

OCT 6 1966

ITEM #1
 NORMALLY CLOSED P.B.
 SWITCH: DRILL HOLE IN
 RELAY COVER & MOUNT
 P.B. IN COVER.

ITEM #2
 HONEYWELL R182C HELM
 WITH BUILT IN TRANSFORMER
 120/24 VOLT.
 MOUNT NEAR THERMOSTAT.

INACTIVE WIRES FOR
 FUTURE HEATING (IF REQ'D.)

WIRING FROM ROOFTOP
 UNIT TO JUNCTION BOX
 INSTALLED AND TAGGED
 BY BUILDING ELECTRICAL
 CONTRACTOR.

JUNCTION BOX
 BY OWNER

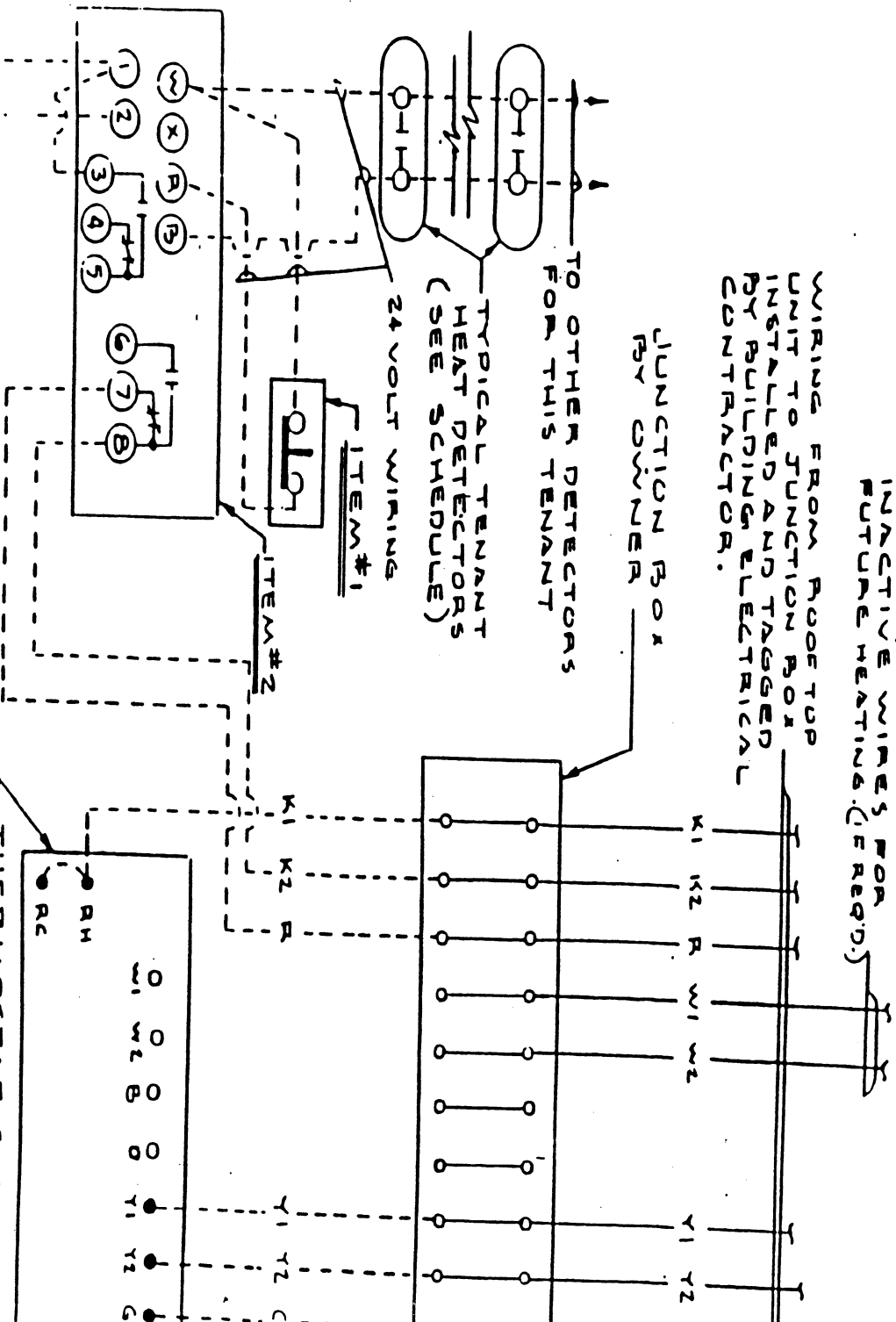
TO OTHER DETECTORS
 FOR THIS TENANT

TYPICAL TENANT
 HEAT DETECTORS
 (SEE SCHEDULE)

24 VOLT WIRING

ITEM #1

ITEM #2



2 #12 TO NEAREST
 UNSWITCHED 15 OR 20A
 CIRCUIT

DASHED LINES INDICATE
 WIRING BY TENANT.

THERMOSTAT SUPPLIED
 BY OWNER AND INSTALLED
 BY TENANT.
 (THERMOSTAT # 163-552-1)

RT UNIT WIRING SCHEMATIC W/ HEAT DETECTORS FOR 10, 12.5, 15 TON UNITS -- SCALE: _____ DATE: _____

ITEM #1
 NORMALLY CLOSED P.B. SWITCH. DRILL HOLE IN RELAY COVER & MOUNT P.B. IN COVER.

INACTIVE WIRES FOR FUTURE USE (IF REQ'D)

ITEM #2
 HONEYWELL R1B2C RELAY W/BUILT IN 120/24V TRANSFORMER. MOUNT NEAR THERMOSTAT.

THESE WIRES INSTALLED AND TAGGED BY BUILDING ELEC. CONTRACTOR

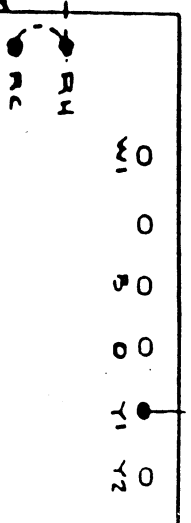
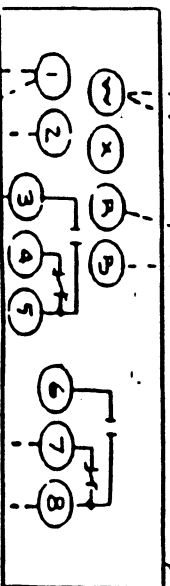
TO OTHER DETECTOR'S FOR THIS TENANT

TYPICAL TENANT HEAT DETECTOR'S (SEE SCHEDULE)

24 VOLT WIRING

ITEM #1

JUNCTION BOX BY OWNER



THERMOSTAT SUPPLIED BY OWNER & INSTALLED BY TENANT.
 (STAT #163-552-1 FOR MODEL 304A04 & 504 (STAT# 260-100-1 FOR MODEL 754))

2 #12 TONEAREST UNSWITCHED 15 OR 20A CIRCUIT

DASHED LINE INDICATES WIRING BY TENANT

R.T. UNIT WIRING SCHEMATIC W/HEAT

SCALE:

DETECTORS FOR 3,4,5 & 7.5 TON UNITS

DATE:

OCT 1 1980

TENANTS WITH ONE ROOFTOP UNIT

MANUFACTURERS' MODEL NUMBERS

DEVICE DESCRIPTION	HONEYWELL	EDWARDS	FIRE LITE ALARMS	ADT	SIMPLEX	NOTIFIER
RATE OF RISE, FIXED TEMP. 1350 LOW-PROFILE HEAT DET.	T4057-1350F	281A	61	4220	4255-5	601
NORMALLY CLOSED RESET P.B. SWITCH PANEL MOUNT (ITEM #1)	---	255	---	---	---	---
120 VOLT AC, DPDT RELAY (ITEM #2)	R182C	---	---	---	---	---

TENANTS WITH 2 OR MORE ROOFTOP UNITS

MANUFACTURERS' MODEL NUMBERS

DEVICE DESCRIPTION	HONEYWELL	EDWARDS	FIRE LITE ALARMS	ADT	SIMPLEX	NOTIFIER
RATE OF RISE, FIXED TEMP. 1350 LOW-PROFILE HEAT DET.	T4057-1350F	281A	61	4220	4255-5	601
NORMALLY CLOSED RESET P.B. SWITCH PANEL MOUNT (ITEM #1)	---	255	---	---	---	---
RELAY #1 120 VAC DPDT RELAY (ITEM #2)	R182C	---	---	---	---	---
RELAY #2 120 V SPDT RELAY (ITEM #3)	R402B	941-R5	K110-K39			C215G

NOTE: CONTROLS AND WIRING AS SHOWN SHALL BE FURNISHED AND INSTALLED BY TENANT.

HEAT DETECTOR DESIGN REQUIREMENTS

SCALE: _____

DATE: _____

OCT 1 1969