

**WASHINGTON
PRIME GROUP**

**TENANT
HANDBOOK**

F/W 2018

TABLE OF CONTENTS

Section One	
Introduction	1-1
Section Two	
Contact Information	
Landlord's Contacts.....	2-1
Government and AHJ Contacts.....	2-2
Required Contractors/Vendors	2-2
Section Three	
Landlord and Tenant Responsibilities	
Landlord's Work.....	3-1
Tenant's Work.....	3-1
Section Four	
Tenant Submission and Drawing Requirements	
Submissions-General.....	4-1
Submission–Store Working Drawings.....	4-1
Sign Submissions	4-2
Final Approval.....	4-2
Code Requirements.....	4-3
Section Five	
Design Criteria	
Basic Issue Affecting Tenant's Work	5-1
Visual Design Criteria-Storefront	5-1
Visual Design Criteria-Interior Space.....	5-3
Store Interior Visual Merchandising.....	5-6
Section Six	
Food User Criteria	
Design Standards	6-1
General information	6-2
Specific MEP Requirements	6-2
Counter-Type Operations.....	6-4
Food Court Sign Criteria.....	6-4
Section Seven	
Mechanical/Electrical Design Criteria	
HVAC	7-1
Fire Extinguishers.....	7-3
Plumbing and Gas Piping	7-3
MEP Penetrations/Roofing/Structure.....	7-3
Electric	7-4
Fire Sprinkler System	7-5
Smoke Evacuation System.....	7-5
Section Eight	
Signage Guidelines	
General	8-1
Major Tenant Signage	8-3
Landlord Signage.....	8-3
Minimum Submissions.....	8-4
Sign Installation	8-4
Section Nine	
Closeout Requirements	9-1

Section One Introduction

This Tenant Handbook has been prepared as a guide to assist the Tenant, Tenant's store planner, architect and contractors through the process of designing, obtaining approval for, constructing and opening Tenant's store. The information contained in this Tenant Handbook will assist Tenant and its store planner in developing a design that meets Landlord's criteria and will serve as a tool for both Tenant's architect and contractors by providing as much information as possible to assist in expediting their tasks. It is the Tenant's responsibility to provide a copy of this Tenant Handbook to the parties involved with the design and construction of the Tenant's space.

This Tenant Handbook has been broken down into sections as identified in the table of contents so that the Tenant, Tenant's Consultants and Tenant's Contractors can easily navigate and identify specific topics they are looking for regarding the Property.

The Mall has a specific **Construction Rules and Regulations Packet** that is to be used in conjunction with the Tenant Handbook to answer most construction questions that come up during the Tenant construction process. The Construction Rules and Regulations Packet contains specific information applicable to the Tenant's Contractor performing work in the Mall. The Tenant's Construction Representative or Tenant's General Contractor should contact the Mall Operations Director to obtain the Construction Rules and Regulations Packet (CRRP).

Section Two Contact Information

Landlord's Contacts

MALL:

Southgate Mall
2901 Brooks Street
Missoula, MT 59801
406.721.5140

GENERALMANAGER: **Tim Winger**

EMAIL: Tim.Winger@washingtonprime.com

OPERATIONS DIRECTOR: **Shane Heupel**

EMAIL: Shane.Heupel@washingtonprime.com

DIRECTOR, CONSTRUCTION/PROJECT MANAGER:

Washington Prime Group

Scott Fox

180 East Broad Street
Columbus, OH 43215
Telephone: 614-887-5904
Scott.Fox@washingtonprime.com

TENANT COORDINATION

Washington Prime Group

Brittany Ledsome

180 East Broad Street
Columbus, OH 43215
Telephone: 614-887-5966
Brittany.Ledsome@washingtonprime.com

CORPORATE OPERATIONS DEPARTMENT:

Washington Prime Group
180 East Broad Street
Columbus, Ohio 43215
Telephone: 614-621-9000

CORPORATE LEASING DEPARTMENT:

Washington Prime Group
180 East Broad Street
Columbus, Ohio 43215
Telephone: 614-621-9000

GOVERNMENT/PERMIT/AUTHORITIES HAVING JURISDICTION CONTACTS:

It is the Tenant, Tenant's Contractor(s) and/or Tenant's Consultant(s) responsibility to make contact, establish protocol and follow proper procedures for all permitting, bonding, licensing and inspections as may be required in the jurisdiction. The Tenant is responsible for obtaining all regulatory approvals required prior to the commencement with any of Tenant's work in the Tenant's Premises. Proof of such regulatory approvals must be copied to the Mall Operation's Director.

The Landlord assumes no liability in the failure of the Tenant, Tenant's Contractor(s) and/or Tenant's Consultant(s) to improperly apply for any permit, the failure to have all necessary permits to complete Tenant's work in order to obtain a final Certificate of Occupancy within the jurisdiction, failure to acquire any required bonding or licensing as may be required in the jurisdiction and the failure of Tenant or Tenant's Contractor to pass any inspection as it relates to Tenant's work.

MALL REQUIRED CONTRACTORS/VENDORS

There are specific Mall Required Contractors/Vendors that must be used by the Tenant when performing any work or carrying out operations or repairs in the Premises in the respective trade scope. **There are no exceptions: Please refer to property specific Construction Rules & Regulations Packet for required contractor contact information.**

Section Three

Landlord and Tenant Responsibilities

Landlord's Work

1. Utility Distribution Services to Tenant's Premises
 - A. Tenant shall field-verify existing utilities.
 - B. Electric Service
 - I. Landlord shall provide, at Tenant's expense, an electrical service located in Landlord's electrical room including meter socket and disconnect and a secondary distribution conduit stubbed into Tenant's leased premises.
 - II. Electrical service size has been based on the Premises use and square footage.
 - C. Fire Protection (Sprinkler)
 - I. Landlord shall install a sprinkler main and tee to Tenant's leased premises.
 - II. If the Mall has a required sprinkler contractor, said contractor must re-work any existing standard grid sprinkler system to accommodate Tenant's improvements, at Tenant's expense?
2. Landlord's Work within Tenant's Leased Premises
 - A. Demising Partitions: Landlord shall construct, at Tenant's expense, a metal stud partition separating Tenant's leased premises from adjacent Tenants, corridors and/or service areas.
 - B. Ceilings shall consist of the exposed structure of the roof or the floor above.

Tenant's Work

Tenant shall, at its sole cost and expense, perform all work, other than that to be performed by Landlord as set forth above, required to complete Tenant's leased premises to a finished condition ready for Tenant's conduct of business as described below:

1. General
 - A. Tenant shall obtain all permits and approvals, at Tenant's expense.
 - B. 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.
 - C. Tenant must provide proof of insurance as described in The Lease prior to commencement of ANY work in the Premises by the Tenant, Tenant's Contractor(s) and/or Tenant's Affiliates.
 - D. Tenant's Contractor(s) must provide proof of insurance as described in the Construction Rules and Regulations Packet prior to commencement of ANY work in the Premises by the Tenant, Tenant's Contractor(s) and/or Tenant's Affiliates.
 - E. Should the construction involve both union and non-union contractors, Landlord's contractor has included in its contract with all subcontractors, the

Harmony Clause set forth below. Tenant shall require such provision to be included in all contracts with Tenant's general contractor and Tenant's subcontractor's as well as requiring Tenant's general contractor to include such provision in their contract with subcontractors so that there shall be no interruption in the process of work. Harmony Clause:

"It is understood that contracts will be awarded by the contractor and labor will be employed on the Project without discrimination as to whether employees, agents, suppliers and/or subcontractors of the contractor or any other subcontractor, including those that may be employed by the Owner of the Project, are members or non-members of any labor or collective bargaining organization, and the subcontractor accepts this contract with this understanding.

"There shall be no manifestations on the Project of any dispute between any labor organization and the subcontractors. The contractor and subcontractor agrees to employ men, agents, suppliers and subcontractors who will perform the work under his subcontract, whether or not other employees or mechanics on the Project are members or non-members of any labor or collective bargaining organization.

"The contractor and subcontractor agree not to participate in or permit any cessation of work which may occur as a result of any labor dispute. Should there be a work stoppage caused by a strike, picketing, boycott, or any cessation of work by employees of the subcontractor, his agents, suppliers and/or subcontractors, which in the sole judgment of the contractor will cause, or is likely to cause, unreasonable delay in the progress of construction, then upon forty-eight (48) hours of written notice, delivered either in hand, by telegram, or registered mail, the contractor shall have the right to declare the subcontractor in default of this subcontract, and upon such notice, the contractor shall have the right to take such steps as are necessary to finish the uncompleted portion of the work to be performed by the subcontractor. In such event, the contractor shall have the right to take possession of and use all of the subcontractor's materials (exclusive of tools), intended for the use on the subcontractor's remaining interest in the subcontracted price. If the cost of completion exceeds the subcontractor's remaining interest in the contract price, then the subcontractor agrees to pay the contractor such excess within thirty (30) days after presentation of documented written demand for such excess has been made upon him by the contractor."

- F. Tenant's Work shall be subject to the inspection and approval of Landlord and Landlord's architect. Landlord shall have the right to stop Tenant's Work whenever necessary to obtain compliance with applicable building and safety codes or the approved Working Drawings and Specifications. Any of Tenant's Work which does not comply with Tenant's approved Store Working Drawings and Specifications shall be corrected within seven (7) days of notification to Tenant.
- G. Upon the completion of Tenant's Work, all facilities shall be in full use without defects.

- H. Landlord shall have the right to order Tenant or Tenant's contractors who willfully violate any of the within requirements to cease work, and to remove their equipment and employees from the Regional Development.
- I. Charges for all work performed and services rendered by Landlord for or on behalf of Tenant shall be due and payable by Tenant within thirty (30) days after invoicing by Landlord.
- J. Landlord shall have the right, upon written notice, to locate, both vertically and horizontally, utility lines, air ducts, flues, refrigerant lines, drains, sprinkler mains and valves and such other facilities, including access panels for same, within Tenant's leased premises as deemed necessary by engineering design and/or code requirements for Tenant's space or as required for other Tenants.
- K. Landlord shall have the right to locate mechanical and other equipment on the roof over Tenant's leased premises.
- L. Landlord shall have the right to order Tenant or Tenant's contractor who willfully violate any of the above requirements to cease work and to remove itself and its equipment and employees from the Property.

2. Temporary Barricades

- A. Temporary storefront construction barricades are required during construction. Tenant is responsible for installation and removal temporary barricades, if not already pre-existing. Tenant's temporary barricade plan to be approved by Landlord prior to Tenant proceeding with construction of the temporary barricade. Tenant is responsible for all patching and repairs caused from the removal of the temporary barricade by the Tenant.

3. Clean-Up and Demolition

- A. Tenant and Tenant's contractors shall be responsible for the complete and total demolition, if applicable, of existing materials which are not to be reused including, but not limited to, studs, drywall, ceilings, ducts, conduit, vent stacks, floor finishes, soffits, etc.
- B. Landlord shall inspect and be required to sign off on Tenant's demolition at Tenant's expense. Under no circumstances shall any portion of Landlord's building structure to be demolished without Landlord's written approval and a Landlord representative present including, but not limited to, columns, slabs, grade beams, demising walls, utilities and bulkhead assemblies.
- C. Tenant shall provide an area for dry rubbish collection containers within Tenant's leased premises.
- D. Should Tenant generate wet garbage, wet garbage containers shall be provided by the tenant
- E. Tenant and Tenant's contractor shall be responsible during construction and fixturing for Tenant's trash removal.
- F. Tenant shall provide dumpsters placed in a location designated by the mall management.
- G. Should Tenant or Tenant's contractor be negligent and fail to remove trash on a timely basis (no accumulation is allowed), Landlord, at its option, may remove same and Tenant agrees to reimburse Landlord.

4. Temporary Utilities and Service:

Tenant is responsible for obtaining and paying for temporary electric and water for Tenant's use during construction. Tenant is responsible for transferring all existing utility services into their name at Delivery of the Premises to Tenant and prior to commencing any Tenant work in the Premises. Tenant Construction Guidelines:

- A. A list of required contractors that must be used for the mall is located in the Rules and Regulations for the center. Tenant/General Contractor to contact the malls General Manager/Operations Manager to retain a copy of the Rules and Regulations.
 - B. The Tenant's contractors shall coordinate all aspects of Tenant's Work with the mall management office.
 - C. Sprinkler lines shall remain active during construction. Landlord's insurance carrier requires the sprinkler system in construction areas to be live at all times except during actual alterations of the lines and/or sprinkler heads.
 - D. The sprinkler system shall only be inactive during the actual changing of the lines and heads which will be under the direct supervision of mall management.
 - E. The mall sprinkler system is set up in "zones" meaning any shut down will impair the system in several areas. Therefore, if the system cannot be reactivated by 5:00 PM, Tenant's contractor will be billed for extra security to monitor the building throughout the night.
 - F. In all areas where Tenant has set the storefront back from the lease line, Tenant shall install base building floor tile from the lease line to the recessed storefront. Tenant's floor must be flush with the mall common area floor.
 - G. In certain circumstances, Landlord may provide materials and/or construction of items at Tenant's cost.
 - H. Surfaces or projections potentially hazardous to Mall pedestrian traffic may not be used.
 - I. Tenant shall provide sprinklers for its storefront area, at Tenant's expense, in accordance with the requirements of the prevailing codes. Sprinklers within this area shall be either semi-recessed or fully recessed.
 - J. Depressed floor slabs are not be permitted.
 - K. Any penetrations planned by Tenant through the roof or the floor of the leased premises must be approved by Landlord at the time of plan preparation.
 - L. Fastening to or suspension from the underside of the floor or roof structure is not permitted without Landlord's prior written approval.
 - M. Wall-mounted fixtures will not be permitted without Landlord's prior written approval.
 - N. Mezzanine floors are not allowed unless specifically approved, in writing, by Landlord.
5. **Working Hours:** Refer to the **Construction Rules & Regulations Packet** for information regarding working hours in the Mall.
6. **Delivery Policy:** Refer to the **Construction Rules & Regulations Packet** for information regarding Deliveries in the Mall.
7. Quality Standards:

A. Tenant shall require any person performing work to guarantee the work 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 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 who 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 the removal, replacement or repair of any part of the work which may be damaged or disturbed thereby.

- B. All warranties or guarantees 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 warranties or guarantees shall insure to the benefit of both Tenant and Landlord, as their respective interest may appear, and can be directly enforced by either. Tenant shall covenant to give Landlord any assignment or other assurances necessary to affect the same.

8. Coordination:

- A. Tenant's Work shall be coordinated with the work being done by Landlord and other Tenants in the Mall so that Tenant's Work will not interfere with or delay the completion of any other construction work in the Mall.

Section Four

Tenant Submission and Drawing Requirements

Tenant improvements are subject to Landlord's approval and shall conform to all design criteria. Tenant should discuss specific thoughts about its design concept and raise any questions about the documents with Landlord before beginning preliminary design work. Any deviations from the criteria shall be at the sole discretion of Landlord.

Tenant's plans for design and completion of improvements to the Premises shall be prepared by an architect or registered engineer licensed in the State in which the Shopping Center is located or other applicable governmental authority, inclusive of the Americans With Disabilities Act (ADA). Within ten (10) days of execution of the Lease, Tenant shall notify Landlord of the name, address and contact person of its architect or registered engineer, and construction representative.

It is imperative that all requirements outlined in this Tenant Handbook be strictly adhered to by Tenant and Tenant's architect. Failure to do so will only result in unnecessary and costly delays in the approval of Tenant's plans.

Submissions (General)

Prior to commencing construction, Tenant shall provide complete working drawings and specifications for the construction of its leased premises in order to receive Landlord's written approval. **LANDLORD MUST GRANT WRITTEN APPROVAL OF TENANT'S CONSTRUCTION DOCUMENTS BEFORE TENANT MAY SUBMIT FOR NECESSARY BUILDING PERMITS.** Tenant shall provide one (1) hard copy set of black line prints or (1) PDF. All email submissions shall be made to constructions submit@washingtonprime.com. All drawings and specifications must be clearly identified with the mall name, Tenant's store name and Tenant's space number.

Note that Tenant may submit Preliminary Drawings to Landlord for review prior to submission of Tenant's Working Drawing Submission. The purpose of the preliminary design phase is to acquaint Landlord with Tenant's intentions so Landlord may comment and/or advise Tenant of necessary changes to meet established criteria before Tenant proceeds with its final working drawings and specifications. ***This submission may be done at the discretion of the Tenant but is not mandated by the Landlord.***

Submissions–Store Working Drawings

The working drawings shall include the following:

1. Key Plan showing the location of the demised premises;
2. Floor Plans showing all partitions, doors, materials, finishes, store fixtures, plumbing fixtures and other construction on a ¼"-1' scale;
3. Overall Sections showing materials and finishes on a 1/8"-1' scale;
4. Reflected Ceiling Plan showing materials, finishes, lighting plan, description of fixtures, locations of electrical and telephone panels and ceiling heights on a ¼"-1' scale;
5. Location and quantity of all items required to penetrate the roof;

6. Plan, Section and Elevation, including signage and graphics, of storefront at 1/2" -1' scale;
7. A one (1) point Perspective Color Rendering of the proposed storefront including graphics and signage;
8. Photographs of Tenant's existing storefront, if any, and if related to Tenant's submission;
9. Finish and Color Schedule; and
10. Samples of storefront materials and colors, including examples of carpet, if any, and appropriate specifications, mounted on foam core or card stock, clearly labeled and referenced on the attached Room Finish Schedule.
11. Interior Elevations on a 1/4" -1' scale;
12. Details of special conditions, including mezzanines, showing the location and weights of heavy equipment such as safes, equipment cases, refrigeration equipment and any masonry facing materials on a 1/2" -1' scale;
13. Details of the storefront on a 1/2" -1' scale;
14. Door Schedule with jamb details;
15. Structural Plans, if applicable, prepared by a licensed engineer in the State where the Mall is located.
16. Mechanical Plan on a 1/8" -1' scale;
17. Sprinkler Plan showing modifications to Landlord's standard grid on a 1/4" -1' scale;
18. Electrical Plans showing complete circuitry, prepared by an engineer licensed in the State where the Mall is located, on a 1/8" -1' scale;
19. Electrical Details and Fixture and Panel Schedules; and
20. Single Line Plumbing Riser Diagram.

Failure to provide adequate information at any phase will be cause for return of Tenant's submission with no review. The submission at the design phase must be complete in order to fairly evaluate the proposal and prevent continuation of work on an unacceptable storefront design. Submittals shall be forwarded to the Project Manager as specified in Section Two – Contact Information.

Sign Submissions

Signage Plans shall be submitted separately in accordance with Tenant's Lease Agreement Signage Exhibit and as expanded upon by the design and technical requirements contained in this Tenant Handbook.

Final Approval

Landlord, upon approval of the demised premises, shall forward to Tenant and/or Tenant's Consultant one (1) set of Tenant's plans bearing Landlord's approval. Tenant shall provide Tenant's contractor with a copy of the approved plans and specifications and shall have the approved plans and specifications at the job site at all times. Tenant's contractor may not commence with Tenant's Work until said approved plans and specifications are physically within the demised premises and a building permit has been obtained.

Tenant and/or Tenant's contractor may not deviate from the approved plans and specifications. Any deviation shall be resubmitted for Landlord's approval.

Code Requirements

Tenant shall ensure compliance with all relevant codes, obtain all approvals and pay all fees in connection therewith. Landlord's approval of Tenant's plans and specifications does not signify compliance with code.

Section Five Design Criteria

Basic Issues Affecting Tenant's Work

1. Stockroom Layout/Exiting
 - A. The exit pathway through Tenant's stockroom must be kept absolutely free of trash, merchandise, shelving, furniture, etc. at all times.
2. Structural Limitations
 - A. Demising walls are non-load bearing. Fixtures shall not be supported from Landlord's demising partitions.
 - B. Demising walls must be finished with five-eighths inch (5/8") fire coded and fire taped from the floor slab to the underside of the roof deck within Tenant's leased premises gypsum board.
 - C. Overhead structural loading shall be done only with Landlord's permission. Any review costs of Landlord's engineer shall be Tenant's responsibility. The structural support and design for Tenant's HVAC units supplied and installed by Landlord's designated mechanical contractor is to be included in the cost for Tenant's HVAC unit installation.
 - D. No structural alterations, additions or reinforcements shall be made to Landlord's structure without written approval from the Landlord. Landlord may elect to have Landlord contractor perform any structural modifications at Tenant's expense.
3. Materials Limitations
 - A. Documentation of Tenant's material classifications must be available onsite.
 - B. Non-combustible lumber shall be used. Exceptions pertaining to wood trim shall be as determined by code officials.
 - C. Tenant's carpet and wall finishes shall be Class I finish only.
4. Thresholds shall be five-sixteenths of an inch (5/16") or per ADA requirements, whichever is more stringent
5. Fire Protection Sprinkler System
 - A. Tenant shall be responsible for the installation of an approved, code-compliant sprinkler system.
 - B. Tenant shall submit stamped sprinkler drawings to Landlord for Landlord's insurance underwriter's approval prior to construction.

Visual Design Criteria-Storefront

1. General Information
 - A. Tenant's storefront shall be established six inches (6") back from the face of the neutral pier.

- B. Landlord will require glass, signage, display windows or other translucent materials in solid portions of Tenant's storefront.
- C. Tenant shall not be permitted to install any opaque section of storefront over a length of six feet (6') unless specific approval is granted by the Landlord. Painted gypsum board is not an acceptable storefront and will not be permitted in Tenant's storefront design.
- D. Should Tenant's storefront be located within a curved or radial lease line area, it must be kept four inches (4") back of Tenant's lease line.
- E. Construction that flattens or otherwise alters Tenant's curved or radial lease line is not permitted.
- F. Recessed out-swinging doors shall not extend past Tenant's lease line when fully open.
- G. Doors may be fully glazed, solid or any combination thereof.

2. Storefront Finish Treatments

A. As a guideline, acceptable treatments include:

- Limestone, marble, granite and other natural stone products carefully articulated and detailed;
- Lacquered surfaces in a minimum of four (4) coats;
- Metals, excluding laminates; and
- Stained or natural finished hardwoods.

B. The following are unacceptable finishes:

- Mirror;
- Rough sawn wood;
- Painted drywall;
- Wallcovering;
- Undetailed brick;
- Rough stucco; and
- Anything Landlord would consider a non-durable material or lacking in visual quality.

C. Glazing

- I. Simulated, applied or reproduced glass in acrylic or Plexiglas is not permitted.
- II. The use of attractive and high quality clips or brackets that complement the design of store is required.

3. Visual Merchandising

- A. Tenant shall provide sufficient architectural space, lighting, transparency and framing to allow and enhance professional visual merchandising.
- B. The Design Control Area, which consists of the window display and storefront is to emphasize attractive and compelling presentation of Tenant's merchandise and creative visual merchandising techniques and props.
- C. The Design Control Area is to be set off from Tenant's sales area by

contrasting visual techniques through:

- Merchandising;
- Fixturing;
- Display platforms and walls;
- Lighting;
- Special finishes; and
- Special flooring.

D. The following items are prohibited in the Design Control Area:

- Slatwall of any type;
- Full height or full width backwalls;
- Boxed merchandise; and
- Exposed concrete floor unless stained and sealed.

4. Entrance Doors

- A. The use of hinged doors is encouraged.
- B. Overhead rolling grilles are acceptable.

Visual Design Criteria-Interior Space

1. Floor Treatments

A. A hard surface floor material is required at Tenant's storefront lease line. The following floor finishes may be used:

- Marble, granite or stone;
- High quality, commercial grade carpet;
- Hardwood flooring;
- Terrazzo; and
- Ceramic tile which is mosaic, twelve inches by twelve inches (12" x 12") or larger.

B. The following floor treatments are not permitted:

- Ceramic tile which is residential size unless done in a patterned design;
- Astroturf;
- Residential grade carpeting;
- Bare unfinished concrete;
- Vinyl sheet goods; and
- VCT in Tenant's sales area.

C. Carpet Treatments

- I. Carpeting must be of a superior quality.
- II. Direct-glue carpet installation is preferable to carpets installed over padding for greater durability and wear.
- III. Transitions between finishes must minimize unsightly distractions and walking hazards.

IV. Floor treatment reducer strips can be trip hazards and are not permitted.

2. Wall Treatments

A. The following are acceptable wall finishes:

- wood trim, moldings and panel treatments;
- cast architectural elements;
- painted gypsum board;
- pre-finished or perforated metal panel;
- back-painted, back-lit or etched glass;
- special paint finishes;
- marble, granite, limestone or other natural stone finish; and
- Commercial grade fabric wall coverings, synthetics and vinyl materials.

3. Columns

A. Exposed columns may be retained but must be painted, treated at the base and capitol and fit conceptually within Tenant's overall scheme.

4. Mirrors

- A. Mirrors in dressing rooms are encouraged.
- B. Mirrored wall treatments, particularly as backgrounds to merchandise, are discouraged.
- C. Mirrors shall not be used in Tenant's storefront design.

5. Ceiling Treatments

- A. For approval of Tenant's working drawings and specifications, all components in Tenant's ceiling must be shown.
- B. A gypsum board ceiling is encouraged.
- C. Lay-in ceilings, in combination with gypsum board ceiling drops, are encouraged.
- D. Junctions between differing ceiling types are best articulated by a vertical distance of at least four inches (4") as measured between their horizontal planes.
- E. Open ceilings to structure above may be permitted if granted written approval by the Landlord.

6. Dressing Rooms

A. Dressing rooms must comply with the Americans with Disabilities Act.

7. Cash Wrap

- A. Tenant's cash wrap must incorporate built-in hanger and refuse areas.
- B. Tenant's cash wrap must comply with Americans with Disabilities Act requirements regarding access, facilities and counter heights.

8. Interior Signage and Graphics

- A. Permanent interior signage and graphics should be three (3) dimensional, of a substantial material and must be submitted with Tenant's store design.
- B. Promotional and sale signage should be properly framed or suspended no closer than ten feet (10'-0") from Tenant's storefront lease line.

9. Video

- A. The use of electronic graphics requires Landlord's approval.
- B. Television monitors, slide format and other devices must be shrouded so only the image is seen.

10. Sound

- A. Sound systems should be professional installed with built-in speakers and concealed components, which are accessible by Tenant's store manager only.
- B. When choosing speakers and components that are visible, Tenant should be sure they agree with other store design elements.
- C. Sound migration affecting the mall concourse and neighboring Tenants is prohibited.

11. Drinking Fountains

- A. Water fountains must not be visible from the mall concourse.

12. Lighting

A. Ambient Lighting

I. Lighting sources to be considered for ambient lighting include:

- Recessed compact fluorescent, halogen par lamps or incandescent down lights;
- Fluorescent or neon cove lighting with the lamp or tube not visible;
- Recessed metal halide light fixtures;
- Custom designed chandeliers or suspended light fixtures; and
- Lay-in fluorescent light fixtures with deep cell parabolic lenses.

II. The following light sources are not permitted:

- Acrylic sheet or shallow cell lenses;
- High or low pressure sodium;
- Mercury vapor; and
- Cool white fluorescent.

B. Focal/Perimeter Lighting

- I. Tenant shall illuminate merchandise displayed on wall fixtures.
- II. Tenant should consider the following lighting sources for focal/perimeter lighting:

- Suspended light fixtures;
- Track lighting of a low and/or line voltage system;
- Recessed compact fluorescent or halogen down lights; and
- Indirect fluorescent lighting within coves or valances having a high color-rendering index of T-8 lamp color equivalent of 3500° K with lamps not visible from Tenant's sales floor.

C. Exit Signs and Emergency Lights

- I. Tenant should use exit signs and emergency lights with remote battery packs.
- II. Exit signs should be edge-lit or recessed models.
- III. Tenant's lighting designer should coordinate Tenant's exit light sign and emergency lighting locations with Tenant's ceiling design to achieve the most desirable and least obtrusive sight lines.

D. Accent Lighting

- I. The following lighting fixtures should be considered for accent lighting:
Theatrical spot lighting instruments;
- II. Track light fixtures of low and line voltage systems; and
- III. Recessed, directionally adjustable fixtures.

E. Task Lighting

- I. The following lighting fixtures should be considered for task lighting:
 - Commercial quality table lamps; and
 - Commercial quality floor lamps.

Store Interior Visual Merchandising

1. Visual merchandising shall be included with Tenant's document submission and shall include the following:
 - A. Tenant is required to create an ambitious and creative visual merchandising program.
 - B. Floor plans indicating the location of focal points and vignettes and wall elevations illustrating the character of the focal points and vignettes;
 - C. Pedestals, risers and showcase interiors, finishes and props.

Section Six

Food User Criteria

FOOD COURT CRITERIA

The following criterion is specific for food Tenants including restaurant, inline food Tenants and those in the food court. This information is in addition to the criterion covering the basic design and technical criteria for all Tenants. This information has been assembled to assist Tenant's architect and its consultants in preparation of Tenant's construction documents and specifications. Tenant's architect is responsible for adhering to the requirements outlined in Tenant's Lease Agreement and the following additional requirements.

Design Standards

1. Restaurants
 - A. The basic criteria for mall Tenants governs; however, restaurant designers should consider the food court as an amenity providing views, vistas and visual excitement
 - B. Operable windows onto the mall which, create a sense of sidewalk café are encouraged.
 - C. Inline food and restaurant Tenants are required to use hinged door entries.
 - D. Overhead rolling grilles are not permitted.
 - E. All floor finishes at Tenant's storefront lease line shall be the same finish floor elevation as Landlord's mall floor.
 - F. All wet areas, including but not limited to all kitchens, prep areas and toilet rooms, will be required to have a Landlord approved waterproof membrane installed between the structural slab and Tenant's finished floor.
 - G. All waterproofed floors will be required to be tested and witnessed by the Mall Operation Director. Typically this is a 90 minute floor test.
 - H. Any food user wishing to re-use an existing floor with a waterproof membrane will be required to perform and pass a flood test to be witnessed by the Mall.
2. Food Court
 - A. All materials employed in Tenant's storefront shall be made of hard surface, durable materials that require minimum maintenance.
 - B. All storefront work requiring structural support shall be floor-supported and braced at the head sections by a welded structural steel framework secured to the existing building steel structure.
 - C. Storefront grilles, if any, shall be concealed in an overhead or side storage pocket during mall hours.
 - D. Expansion joints in Tenant's storefront must be detailed and illustrated in Tenant's working drawings and specifications, incorporated into Tenant's storefront design and inconspicuous.
 - E. All diffusers, grilles, tracks, etc. must be painted to match Tenant's finished ceiling.
 - F. Tenant shall provide access panels to permit receiving of all equipment located above Tenant's ceiling.
 - G. Access panels in hard ceilings must be flush with adjacent finished.
 - H. Access panels should be installed on vertical ceiling soffits or located as inconspicuously as possible.

- I. Only quarry or ceramic tile are permitted within Tenant's merchandising zone.
 - J. Rubbish storage rooms and mop sinks are to be provided in all food court Tenant spaces.
3. Inline Food Tenants
- A. The basic criterion for mall Tenants governs.
 - B. Service counters are not allowed within design control area.
 - C. Open area and access to the service counter shall be achieved using hinged doors and windows.

General Information

1. Toilet Rooms

- A. All toilet room floors above grade level shall have a Landlord-approved waterproof membrane between the structural sub-floor and Tenant's finished floor.
- B. All toilet rooms shall have ceramic tile sanitary floors and bases that extend a minimum of four inches (4") above Tenant's finished floor.
- C. Tenant is required to provide floor drains and thresholds.

2. Rubbish

- A. All food or beverage service Tenants shall provide a storage room area for rubbish.

Specific MEP requirements

1. Grease Traps

- A. All grease trap designs shall be coordinated to existing conditions of the mall. Coordinate design with landlord Tenant Coordination team and onsite property management personnel.
- B. If code permits Tenant to provide a grease containment unit internal to their premises, the following must be followed:
 - I. The grease trap cannot be installed in the food preparation area.
 - II. The grease trap must be accessible for cleaning
 - III. The maximum size/capacity of the grease trap unit shall be fifty gallons per minute (50gpm) flow rate or more as may be required by code.
 - IV. Tenants' grease trap unit requires Landlord's approval

2. Exhaust and Flue

A. Exhaust hood systems

- I. Tenant shall provide and install all exhaust equipment, ductwork, controls, etc. as required for the complete installation of each kitchen hood as required by all applicable codes or as directed by Landlord's Tenant Coordinator.
- II. Any and/or all other necessary Tenant roof penetrations are to be made, flashed and sealed, inclusive of protective grease resistant roof membrane, per

- Landlord's requirements by using Landlord's roofing contractor.
- III. Tenant shall provide, at Tenant's expense, a grease containment system meeting Landlord's requirements and applicable codes.
 - IV. Landlord will maintain (clean, repair, etc.) the grease containment system at Tenant's expense.
 - V. Food court restaurant and inline food Tenants shall be responsible for the design and installation of cooking equipment hood systems in accordance with requirements of all applicable government authorities.
 - VI. Under no circumstances shall the amount of make-up air introduced through Tenant's equipment be less than ninety percent (90%) of that exhausted by Tenant's hood.
 - VII. Tenants exhaust hoods shall be constructed in accordance with all applicable codes and regulations.
 - VIII. Return air shall be introduced with rear drop air plenum.

B. Fire Suppression

- I. Tenant shall provide a factory pre-piped wet chemical type fire suppression system for each hood complete with the appliance, duct and plenum nozzles, control mechanism, wet chemical cylinder detection and all accessories factory-installed in the hood utility cabinet.
- II. Tenant's fire suppression system shall include a remote pull station located in the path of exit or egress and an automatic gas shut off valve.

C. Exhaust Fan

- I. Tenant shall provide a UL listed utility set exhaust fan with centrifugal blower, fully enclosed motor, adjustable drive pulley, forty-five degree (45°) down discharge, clean-out door, drain plug, insulated penetration curb, vibration isolators and weatherproof service disconnect switch.

D. Other Information

- I. Tenant's exhaust hood shall be installed in compliance with any and all governing authorities
- II. The installation of Tenant's exhaust hood shall be by an HVAC contractor or a certified company experienced in the installation of commercial kitchen ventilation.
- III. Wall-mounted hoods shall be set on a non-combustible wall constructed of studs and cement board.
- IV. Tenant may submit an alternate package to that directed above which must include complete engineering and schematics of the system, cut sheets of each item in question an justification, in writing, from Tenant's mechanical engineer.
- V. Landlord shall review Tenant's alternate package and make recommendations to Landlord who, in its sole judgement, shall conditionally accept or reject any alternate package presented.

3. Plumbing

- A. All food court Tenants and other high water users shall have a meter to be finished

- and installed by Tenant at Tenant's expense.
- B. In food service premises, grease traps and garbage disposals shall be installed by Tenant at sinks making sure such installation meets the code requirements of the LOCAL JURISDICTIONAL AUTHORITY.
 - C. Food court Tenants will share the facilities available in the public toilet rooms but must provide a mop sink for their own spaced.
 - D. Food court Tenant's mop sink may be a deep bowl, wall-mounted fixture doubling as a hand washing sink.

Counter-Type Operations

Food court Tenants which require counter-type operations must comply with the following standards:

1. Tenant shall extend the mall flooring material from Tenant's lease line to the counter with the tile flush with the mall finish floor
2. Tenant's counter face must have tile base to match the base on the adjacent neutral piers
3. The face of Tenant's counter must be glazed ceramic tile, hardwood, solid color plastic laminate, glass block or other materials approved by Landlord.
4. Tenant's countertop must be stainless steel, solid color plastic laminate, other materials approved by Landlord.
5. Variable height glass display cases, if desired, shall be installed one-foot four-inch (1'-4") above Tenant's finished floor.
6. The rear areas of tenant's space used for storage and/or food preparation shall be screened from public view.
7. Doors to Tenant's rear storage and/or food preparation area must be perpendicular to Tenant's storefront lease line.
8. Customer seating will not be permitted within Tenant's leased premises.

Food Court Sign Criteria

1. The use of illuminated and neon signs within the food court will be permitted pending Landlord's review and written approval of Tenant's design and construction drawings.
2. All electrical connections, attachment devices, etc. must be concealed.
3. Tenant's sign copy shall be limited to the store name only or an otherwise approved sign design.
4. Graphic representation of Tenant's product will be permitted behind Tenant's counter line.
5. Menu boards, price lists and other signage or graphics within Tenant's space must be at least five feet (5'-0") behind Tenant's lease line.
6. All signage within Tenant's space must be surface-mounted to the walls or soffits.
7. Suspended signs are not permitted unless otherwise approved.
8. Menu boards supplied or produced by a product supplier (i.e. Coke, 7-Up, Pepsi, etc.) are not permitted.
9. Menu boards must be original in design.

Section Seven

Mechanical/Electrical Design Criteria

The following are guidelines for Tenant's Mechanical/Electrical systems.

HVAC:

Tenant shall provide all portions of its HVAC system as outlined in, but not limited to, the information provided below:

1. Cooling
 - A. Tenant shall furnish and install all HVAC equipment at their cost and expense.
 - B. Tenant's HVAC will be designed as per Tenant's needs by its HVAC engineer.
 - C. Tenant shall be responsible for cooling load calculations to determine actual cooling requirements.
 - D. Any deviation to Tenant's equipment's locations, curbing sizes and equipment size shall be at Tenant's expense.
 - E. Tenant shall provide cooling during business hours to maintain temperatures outlined in the specifications and a minimum of eighty degrees (80°) during times other than business hours.
 - F. Tenant's rooftop units, if applicable are to have splash blocks placed where required on treads by Landlord's roofing contractor at Tenant's expense.
 - G. Tenant may have burglar bars installed in supply air and return air ducts at Tenant's rooftop unit.
 - H. Negative air pressure is not permitted.
2. Heating
 - A. Tenant shall be responsible for all electrical work including control wiring for heating of its leased premises.
 - B. Tenant shall be responsible for calculating its heating load to determine its actual heating requirements.
 - C. Any deviations to Tenant's equipment locations, curbing sizes and equipment size shall be at Tenant's expense.
 - D. Tenant shall provide heating during business hours to maintain temperatures outlined in the specifications and a minimum of fifty-five degrees (55°) during times other than business hours.
 - E. Tenant shall furnish and install a separate electric unit heater for Tenant's storage or service areas if required.
 - F. Tenant shall coordinate with Landlord's Tenant Coordinator for the location of Tenant's separate electric unit heater.
3. Air Distribution
 - A. Ductwork must be extended by Tenant from Tenant's HVAC equipment with all necessary branch ducts, volume dampers, supply and return air distribution equipment, grilles, registers, *etc.* as required by Tenant's needs and/or the applicable code(s).
 - B. Supply and return air ductwork drops into Tenant's ceiling space from Tenant's

rooftop units must be sheet metal or fiberglass, if applicable. Return air must be ducted due to the mall smoke evacuation system, if applicable.

- C. Flexible ductwork is allowed although it must meet all requirements and applicable codes and as verified or directed by Landlord's Onsite Tenant Coordinator.
- D. Duct heaters are not allowed.

4. Exhaust and Flue

- A. Tenant shall provide and install all exhaust equipment, ductwork, controls, *etc.* required for the complete installation of each toilet room, exhaust fan as required by the specifications or as directed by Landlord's Onsite Tenant Coordinator and to all applicable codes.
- B. Any and/or all other necessary Tenant roof penetrations are to be made, flashed and sealed by Landlord's roofing contractor at Tenant's expense.
- C. Tenant shall provide and install a round, pre-fabricated, double-wall duct breeching for water heaters or other equipment requiring such according to the HVAC specifications and all applicable code requirements.
- D. All roof-mounted equipment shall be set on pre-fabricated curbs of a type approved by Landlord's Tenant Coordinator.

5. Controls

- A. Tenant shall install unit manufacturer's electric control package as required by the manufacturer's specifications.
- B. Tenant shall provide a ceiling-mounted indicator light adjacent to Tenant's storefront enclosure to indicate when Tenant's rooftop HVAC unit is in operation.
- C. Tenant's ceiling-mounted HVAC indicator light must be visible from the mall side of Tenant's space.

6. HVAC Miscellaneous

- A. All show or display window areas are to be adequately ventilated.
- B. Tenant shall wire all items of its HVAC equipment.
- C. Tenant's HVAC drawings and specifications must be approved by all required authorities having jurisdiction; prior to installation.
- D. Tenant's HVAC work shall be inspected throughout the construction process for compliance with Tenant's HVAC specifications and code requirements.
- E. Changes and alternates to Tenant's drawings, specifications and basic building design shall be done at Tenant's expense when approved by Landlord.
- F. Air balancing of Tenant's HVAC distribution systems and any exhaust or make-up air systems is Tenant's responsibility. Tenant shall provide Landlord with two (2) copies of a certified air balance report prepared by a certified independent balancing contractor. ***The certified air balance report must be approved before Tenant will be permitted to open for business.***
- G. Tenant's HVAC and other rooftop units are to be labeled prominently by Tenant's contractor with the following information:

- I. Tenant's space number;
- II. Tenant's store name; and
- III. The date Tenant's rooftop unit was installed.

Fire Extinguishers

Tenant shall furnish and install fire extinguishers of the type, capacity and rating as required by applicable codes and ordinances of governing agencies.

Plumbing and Gas Piping

1. Landlord shall install a valve and capped cold water line and a waste line to Tenants premises.
2. Landlord shall provide the cold water and waste lines in accordance with Landlord's drawings and specifications.
3. Exhaust and sanitary vents may not be located within ten feet (15'-0") of any supply or air intake. The location of exhaust and sanitary vents are subject to Landlord's approval.
4. All piping materials shall be in accordance with Landlord's specifications. Water lines shall be "no joint" or brazed joint of "Type K" when placed underground and copper pipe with soldered connections when placed above ground. Sanitary lines shall be "Hub" type when below ground and "No Hub" type when above ground. PVC pipe shall be permitted only if allowed by code. Gas lines shall screw or welded and painted with two (2) coats of rust inhibitive paint where exterior to the building, including the roof. All hot and cold water lines shall be insulated.
5. All water heaters shall be set in metal drain pans and have a pressure temperature relief valve draining into the floor drain. When a water heater is located above the ceiling, access shall be by a ladder, ceiling hatch, platform and light. Tenant must submit engineered structural design drawing of proposed support system.
6. Condensate lines for refrigeration must terminate within Tenant's premises in accordance with the requirements of jurisdictional authorities and Landlord's insurance carrier.

MEP Penetrations/Roofing/Structure

1. Landlord reserves the right to refuse to permit the installation of any openings which exceed the capacity of the structural system or which, in Landlord's opinion, would have any appearance detrimental to Landlord's building.
2. Tenant shall pay Landlord's designated roofing contractor for its work in advance.
3. Tenant shall provide engineered and sealed structural drawings including calculations which provide sufficient evidence to Landlord that existing structure can support Tenants proposed new equipment.
4. If additional modifications are required to be performed, Tenant to be responsible to perform the work at Tenant's expense; however Landlord reserves the right to perform the work at Tenant's expense.
 - I. Landlord reserves the right to refuse the installation of any roof or wall-mounted equipment or to require screening if, in Landlord's opinion, the appearance of such equipment would be detrimental to the appearance of Landlord's building or exceeds the capability of Landlord's structural

system.

- II. Tenant shall use Landlord's designated roofing contractor to set and flash all roof-mounted equipment on pre-manufactured curbs such as PATE or equal.

Electric

1. Electric Service:

- If specifically noted as Landlord work, or existing in the premises, Landlord shall furnish an empty conduit to accept Tenant provided conductors.
- If Tenant is performing work connecting to, modifying, and/or replacing existing Landlord distribution gear all work must be coordinated with, and approved by, mall management.
- The Landlord-furnished conduit originates from a meter distribution panel furnished by Landlord and located in an electrical room.
- Tenant's electrical load shall be based upon Tenant's design requirements.
- Tenant shall arrange with the local power company for meter installation.

2. Telephone Service

- A. Tenant shall contact the local telephone company to make arrangements for and payments associated with telephone service.
- B. Tenant shall be responsible for all conduits as required by the local telephone company and for supplying the services necessary for telephone wires in Tenant's leased premises.

• Electrical Construction

- i. All electrical materials shall be new and bear the UNDERWRITERSLABORATORIES label.
- ii. All work shall be performed in full compliance with the latest national electrical code and all state and local codes and/or ordinances having jurisdiction.
- iii. All breakers shall be bolted type. Twenty percent (20%) additional spare breaker capacity shall be provided.
- iv. The lighting for Tenant's show windows shall be time-switched for control of show window lighting.
- v. Branch circuit wiring shall be run in EMT or may be armored cable (BX) when approved by local inspectors. **EMT is not permitted in the earth or concrete.**
- vi. All conductors shall be copper.
- vii. Outlet boxes and covers therefore shall be galvanized or sherardized one-piece knockout type. Tenant shall consult with Landlord regarding the type of box required for outlet boxes in damp or exposed locations. Lighting fixture outlets shall be provided with 1/8" fixture studs and plaster rings. Outlet boxes for wiring devices, *i.e.* switches, receptacles, *etc.* shall be a minimum of four inches (4") square fitted with a device cover to suit. Outlet boxes shall be fastened by means of screws or shall be supported by means of approved hangers.
- viii. 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 telephone service. All facilities to serve the leased premises required by the telephone company to provide service shall be furnished by Tenant.

- ix. Lighting fixtures shall bear the UL label and be of a type approved by all applicable inspection authorities. Recessed fixtures installed in furred spaces shall be connected by means of flexible conduit and "AF" wire to run to a branch circuit outlet box which is independent of the lighting fixture.
- x. Distribution panels, lighting panels, motor starters and push button stations shall be identified with engraved BAKELITE nameplates.
- xi. Tenant's hot water heater shall be electric automatic with less than a one hundred (100) gallon capacity. Special metering for Tenant's water heater shall be provided by Tenant, if required.
- xii. Tenant shall provide a light and convenience outlet near all mechanical equipment above the fixed suspended ceiling. The switch to the light shall be located near an access panel to the ceiling space and shall have a continuous lighted pilot for ease of location.
- xiii. Exit and emergency lighting shall be provided by Tenant in accordance with the NATIONAL ELECTRICAL CODE AND ALL APPLICABLE life safety code requirements.

Fire Sprinkler System

1. Where required by applicable codes, Landlord has designed an automatic fire sprinkler system through the mall building in compliance with the requirements of local and state governmental agencies.
2. Any modifications to Landlord's standard grid system must be submitted to Landlord by Tenant prior to performing work.
3. Additional heads or relocation of the same required by Tenant's plans or the use of its premises shall be done by Tenant using Landlord's designated sprinkler contractor:
4. If some portion of Tenant's sprinkler system has been installed prior to the construction of Tenant's leased premises, the cost for modifying the sprinkler system because of Tenant's design including, but not limited to, the cost of relocating, resizing or adding sprinkler mains or heads shall be at Tenant's expense.
5. Landlord reserves the right to refuse to permit the installation of a sprinkler system exceeding the supplying capacity of Landlord's bulk mains.

Smoke Evacuation System

1. This property may be equipped with a smoke evacuation system. Tenant is responsible to connect to existing system, if applicable.
2. Contact property management team to coordinate requirements.

Section Eight

Sign Criteria

General

1. Tenant must identify its space by producing signage for its storefront, at Tenant's expense which, is appropriate, creative and complimentary to the architecture of its respective storefront.
2. All sign types, back-lit, inner-lit, channel-lit, hoop lights, trough lights, conduct light or edge-lit, are reasonable options.
3. Brass, steel, gold leaf, wood, glass and neon are all acceptable signage materials when used appropriately and in combination with the surrounding storefront field treatments.
4. Signage shall be affixed to the sign band area or suspended between the sign band and/or bulkhead with the front facing the mall and cannot be attached to Landlord's bulkhead and/or demising walls.
5. Fabrication and installation of Tenant's signage is strictly Tenant's responsibility once approved by Landlord.
6. Shop drawings of Tenant's signage must be submitted to Landlord showing the sign as it would be seen on Tenant's storefront, the technical documentation of the sign in proper scale, a section of the sign showing all mechanicals and the specifications as well as color samples in the sign and field colors for Landlord approval.
7. Size:
 - A. Tenant's signage cannot exceed a length greater than seventy percent (70%) of Tenant's storefront on the mall.
 - B. Tenant's signage cannot exceed a length greater than thirty feet (30'-0").
8. Illuminated Signs
 - A. Most illuminated signs shall be located on Tenant's sign band area.
 - B. Signs that are illuminated in the interior of Tenant's store must be at least twelve feet (12'-0") beyond the Design Control Area and/or approved specification for any exceptions.
 - C. Illuminated signage against the glass interior is not permitted nor will posters, banners or graphics be approved if positioned against the storefront glass interior.
9. Heights
 - A. Tenant shall install their signage between the Mall soffit and the top of Tenant's storefront glazing if over the entry. All signage height and placement must be reviewed and approved by Landlord prior to Tenant installation.
10. The following are not permitted:
 - Paper signs and/or stickers;
 - Temporary signs of any kind;
 - Easel signs;

- Blade or outrigger-type signs;
 - Pylon signs;
 - Exterior signs other than identification over a door/entrance from the mall;
 - Box or cabinet-type signs with vacuum-formed lettering or printed plastic face;
 - Noisemaking signs;
 - Inappropriately painted signs;
 - Roof-mounted signs;
 - Exposed raceways, ballast boxes and/or electrical transformers, crossovers, conduit and/or sign cabinet;
 - Bare-tube fluorescent and translucent returns on letters;
 - Channel-lit signs;
 - Bare-tube neon signage;
 - Tag lines advertising services or products, symbols, crests, “bugs” or logos;
 - Box signs unless a punch-through or push-through letter is used which penetrates the sign fascia by at least one-fourth inch ($\frac{1}{4}$ ”).
 - Surface-mounted light boxes;
 - Small scale signs presenting store hours and credit cards; and
 - Flashing, flickering or moving lights, blinking lights, animation, and emission of sounds or scents.
11. The advertising or informative content of all signs shall be limited to letters designating the store name.
12. Light boxes cannot be surface-mounted and must conform to the plane of Tenant’s storefront fascia.
13. Tenant is required to submit all signage as part of its design plans for Landlord’s review and approval of the character, design, color and layout.
14. Should Tenant be in a corner location or be a “through” Tenant, Tenant may be required to have two (2) signs. All other Tenants are permitted to install only one (1) sign on their storefront sign bands.
15. All signs shall conform to the following proportional height criteria:
- A. Storefronts up to 30'-0": 18" capital and 12" lower case letters; and
 - B. Storefronts 30'-0" to 60'-0": 24" capital and 18" lower case letters.
16. Signs shall not exceed a maximum brightness of 100 foot lamberts.
17. All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and shall bear a UL label.
18. Safety First
- A. A safety stripe is required on all butt glazing that dies into the floor.
 - B. The safety stripe may be placed thirty inches (30") above the finished floor and up to three feet (3'-0") high.
 - C. Logos, locations, tag lines and/or department descriptions may be used on the safety stripe if approved by Landlord.
 - D. Vinyl transfer letters, except white letters, are acceptable on the safety stripe.
 - E. Other decorative window graphics are encouraged when appropriate but must have special approval from Landlord.

19. Rear Door Signage

- A. Tenant shall install one (1) identification sign on its rear service door which is three inches (3") high and consists of Helvetica Medium type style, all capital letters indicating the store name as on Tenant's storefront sign band.
 - B. Other signage on the rear of Tenant's leased premises is not permitted.
20. Sign permits, if applicable, shall be obtained by Tenant and are required for all related work prior to commencing with field installation.
21. In rare cases Landlord will approve incandescent, fluorescent, LED, prismatic or cold cathode tubing when particularly appropriate to the creative sign interpolation for Tenant's storefront.
22. The sign company name or stamp cannot be visible to the customer.
23. Landlord's decisions regarding signage shall be final and conclusive.
24. Tenant's signs shall conform to all applicable governmental regulations, laws, zoning requirements and title restrictions.

Major Tenant Signage

1. Exterior Walls of Major Tenant Store Buildings
 - A. Major Tenant is required to install signs on the exterior of its building using the type of signs Tenant typically uses on its building constructed in malls containing at least one million square feet (1,000,000 SF) of gross floor area.
 - B. Major Tenant's signage shall only identify it by its trade name or alternate trade name used by Tenant as permitted by Tenant's Lease Agreement.
 - C. No other names or trade names shall be affixed to the exterior of Major Tenant's building.
 - D. Major Tenant's signs shall be illuminated but shall not contain flashing, flickering or moving lights, blinking lights, animation or emission of sounds or scents.
2. Entrance Signs Located at the Entrance to the Mall
 - A. Major Tenant's entrance signs shall be submitted to and approved by Landlord consistent with the terms of Tenant's Lease Agreement.
3. Blade Sign- Blade signs not permitted at this property.

Landlord's Signage

1. Exterior of Landlord's Buildings
 - A. Landlord shall be permitted to install signs on the exterior of Landlord's buildings using the type of signs typically found in shopping centers containing at least one million square feet (1,000,000 SF) of gross floor area.
 - B. Landlord shall be permitted to install signs otherwise in the common area outside the enclosed mall for purposes of providing directional, informational and other types and kinds of signage which are typically found in shopping centers containing at least one million square feet (1,000,000 SF) of gross floor area.
 - C. Landlord's signage may be illuminated but shall not contain flashing, flickering

- or moving lights, blinking lights, animation or the emission of sounds or scents.
- D. Landlord shall be permitted to install signs in the interior of the enclosed mall using the types of signs typically found in shopping centers containing at least one million square feet (1,000,000 SF) of gross floor area. Landlord's signage shall not contain flashing, flickering or moving lights, blinking lights, animation or the emission of sounds or scents.

Minimum Submissions

1. Tenant is required to submit fabrication drawings to Landlord for approval prior to fabrication and installation.
2. Tenant shall submit the following:
 - A. ½"-1' elevation of sign;
 - B. ¼"-1' storefront or exterior elevation with signage;
 - C. 1"-1' sections showing installation, power and transformer location;
 - D. 1"-1' section through sign letters;
 - E. Color rendering, elevation or photograph of a like sign;
 - F. Material and color samples;
 - G. Classification, name/logo and merchandise listing for merchandise;
 - H. Identification panel; and
 - I. The sign manufacturer's shop drawings showing construction and installation, including mounting devices.

Sign Installation

1. Signage shall not be installed without installation drawings bearing Landlord's approval.
2. Tenant shall not install unapproved signage under any circumstances.
3. Tenant's sign shall be installed by a state and/or local certified sign contractor as approved by Landlord and in accordance with local, state and national codes, as applicable.
4. Tenant's sign installer shall protect all flooring surfaces and bulkhead finishes during installation and/or servicing of Tenant's signage.
5. Sign installation shall be coordinated with Landlord's onsite representative.
6. All electrical connections shall be by a locally licensed electrician.
7. Interior Tenant signage must be installed before or after mall operating hours.

Section Nine Close-out Requirements

TENANT CLOSE-OUT REQUIREMENTS

Prior to releasing the Tenant Construction Allowance or Tenant's contractor's Construction Damage and Security Deposit, the following close-out requirements must be completed and delivered to Landlord in addition to any additional information as may be required in the Lease:

1. A detailed breakdown of Tenant's final and total improvement costs, together with receipted final invoices showing payment;
2. One (1) complete electronic set of as-built construction documents;
3. A copy of the required service and/or maintenance contracts;
4. Contractor's Affidavits together with valid Waivers of Lien, indicating payment in full for labor, materials and subcontractors and one (1) year warranties for materials and workmanship commencing the date Tenant opens its store for business;
5. A copy of Tenant's Certificate of Occupancy; and
6. A copy of the completed Landlord's Onsite Tenant Coordinator's punch list