



Tenant Design Criteria

Section **rd** Restaurant Design Criteria
Updated: June 2009

ADDENDUM LOG

May, 2008

Entire Criteria Manual

February, 2009

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Revision of full update

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Revision to current Technical Information

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PLAN SUBMITTAL & APPROVAL PROCEDURES and
CONTRACTOR'S RULES & REGULATIONS**

DRAWINGS

Tenant Information Material

As soon after the execution of the Lease is practicable (if not already provided), Landlord will, at own cost and expense, provide Tenant with a copy of the previous Tenant's drawings or a schematic layout of the Premises showing thereon column spacing, fixed elements, and overall dimensions, which layout will be referred to herein as the floor plans. Tenant shall be responsible for field-verifying actual existing conditions to confirm with Landlord's schematic or previous Tenant's drawings.

Wherever Landlord's approval is required to be obtained by Tenant pursuant to these criteria, such approval shall be deemed to mean Landlord's prior written approval.

Storefront Design

1. Tenant's working drawings shall include complete elevations which shall fully detail and describe Tenant's storefront. Such drawings shall include colors and finishes, and any details which are pertinent to the storefront design.
2. Tenant's storefront shall maintain a professional standard of design, appearance, and quality of finishes. Landlord may approve or disapprove a storefront design on the basis of any one of these standards. Original and imaginative designs are encouraged. Tenant's storefront must conform to color and material board shown in the Tenant Design Criteria Manual.
3. The design of the storefront should reflect the character of the center and should compliment the attractiveness of the overall mall design.
4. Windows shall constitute a minimum of 40% of the storefront width. Recommended display window area is 60% of storefront width.
5. All storefront work shall be supported at their head sections by a welded structural steel framework, which in turn is securely attached and braced to the existing building structure independent of Landlord's finished bulkhead construction.
6. Storefront base material shall be a minimum 4" high utilizing a durable material that is an integral part of the storefront, and shall be subject to Landlord's prior approval.

7. Landlord may require that the Storefront setback area shall have flooring material identical in quality, color and pattern to the mall flooring material. The flooring material shall be extended to the door closer line.
8. Storefront design shall be such that all storefront closure units (i.e., sliding glass doors, folding gates, etc) shall be stored out of sight when restaurant is open. All portions of the frame or track visible when the grille is open shall match metal finishes used elsewhere on the storefront. No exposed padlocks will be permitted.
9. No door swing shall project beyond the lease line.
10. Tenant's flooring, where it adjoins mall flooring, shall be made flush with mall flooring so that a person will not trip or stumble at the juncture.
11. Where storefronts meet mall columns or neutral piers, a 3" min - 6" max neutral strip flush with the nominal lease line shall be maintained. The color of this strip is subject to Landlord's approval.

Tenant Drawings

The submission of construction drawings shall be in three phases.

1. Preliminary design drawings
2. Construction drawings
3. "As-built" drawings

Tenant and/or Tenant's Architect shall verify at the job site all dimensions, locations of structural members and any other physical conditions affecting Tenant's construction drawings and shall assure full compliance with all governing codes, ordinances and/or regulations of authorities having jurisdiction.

Preliminary Design Drawings

Within sixty (60) days after Tenant's receipt of the Landlord welcome letter-directing to online Tenant Packages- Tenant agrees to submit to Landlord two (2) sets of preliminary drawings and will consist of the following:

1. Key Plan – On Cover Sheet
 - a. Name of Tenant, name of Mall or Center, space number

DRAWINGS (cont'd.)

Step	Action	Time Period
1	Tenant submits electronic DWF files of the Preliminary Plans to the Tenant Coordination Department: tcphoenix@macerich.com	30 days following Tenant's receipt of a fully executed counterpart of the Lease and a copy of the Tenant Package (or 10 days following the date of disapproval under Step #2).
2	Tenant Coordinator approves, approves with conditions, or disapproves the Preliminary Plans.	15 days after confirmed completion of Step #1.
3	Tenant submits electronic DWF files of the Final construction Documents to The Tenant Coordination Department: tcphoenix@macerich.com	45 days after Tenant Coordinator approval at Step #2.
4	Tenant Coordinator approves, approves with conditions, or disapproves the Final construction Documents.	15 days after confirmed completion of Step #3.

- b. Applicable Codes, Building Type, and Occupancy Type
- c. Leased square footage
- 2. Perspective/Axonometric sketch or photographs or color rendering depicting actual proposed storefront.
- 3. Storefront elevation (Front and Sides) and section indicating framing and finish materials, and sign location with dimensions (Scale: 1/2" = 1'-0").
- 4. Storefront sign and graphics.
- 5. Floor plans showing demising walls, interior partitions, storefronts, doors, cash wrap counter, finish materials and other pertinent items with dimensions (Scale: 1/4" = 1'-0").
- 6. Reflected ceiling plans showing ceiling type, elevations and finish, light fixture type and location, and other pertinent items (Scale: 1/4" = 1'-0").
- 7. Interior transverse and longitudinal sections.
- 8. Kitchen, Dining and Patio layout and circulation plan.
- 9. Sample board of all colors and finishes used throughout the store, including such items as carpet, paint, vinyl wall coverings, plastic laminate, veneers, metal, tile, wall coverings, awnings or trellises, etc., which must be coordinated with the finish schedule on the documents.

DRAWINGS (cont'd.)**Architectural Checklist**

This checklist must be submitted with the preliminary drawings. Please complete the following:

1. Responsibility schedule for Tenant Contractor, Tenant and Landlord
2. Gross Floor Area Summary - Dining, Kitchen, Patio Occupancy
3. Load Summary (Electrical/Structural)
4. Type and color of flooring at storefront entry
5. Signage design
6. Type of storefront security surveillance device
7. Preliminary locations, sizing for following:
 - a. HVAC- Equipment
 - b. Electrical and gas services.
 - c. Plumbing systems.
 - d. Exhausts – Exhaust Hood Spec.
 - e. Grease interceptors - Location and Size
 - f. Locations of proposed Floor & roof penetrations
 - g. Any proposed uses or modifications with project or building common areas i.e., outdoor furniture or equipment.

The submission must be complete in order to fairly evaluate the proposal and prevent continuation of work on an unacceptable design. Said submission shall also include Tenant's projected schedule of dates for (i) the completion of each phase of the construction drawings, (ii) the commencement and completion of construction of Tenant's Work, including the time necessary to hire, train and prepare the restaurant to open and (iii) Tenant's opening of the Premises for business to the public.

Landlord shall review and comment on the preliminary design drawings within fifteen (15) business days of receipt. If preliminary design drawings are returned to Tenant with comments or do not bear the approval of Landlord, Tenant shall revise such drawings to satisfy any comments or conditions of Landlord and then resubmit with construction drawings.

Construction Drawings

Tenant shall commission an Architect, registered in the State where the Shopping Center is located, to prepare construction drawings and Specifications for the Tenant's Premises. Construction drawings must be prepared to comply with the approved preliminary drawings.

Within forty-five (45) days after receipt of Landlord's approval of the preliminary design drawings, Tenant shall submit to Landlord the Final construction drawings in DWF format. Working drawings shall, at a minimum, consist of the following:

1. Key Plan - On Cover Sheet
 - a. Name of Tenant, name of Mall or Center, space number, and location of the leased Premises within Mall or Center
 - b. Applicable Codes, Building type, and Occupancy Type
 - c. Leased square footage
 - d. Responsibility Schedule for Tenant & Tenant's Contractor & Landlord
2. Enlarged Storefront Plan, Section, Elevation, and details to describe all framing and finish materials, connections, trims, reveals, dimensions, signage, etc. Scale: 1/2" = 1'-0".
3. Floor plan indicating demising walls, storefront, interior, partitions, doors, restrooms, and plumbing fixtures, grease interceptor, Mat Cleaning/Wash areas, Grease bin location, Trash locator, Patio area, Wet Trash Bin, cash wrap count and fixtures, floor finishes, materials, dimensions and references to other drawings. (Scale 1/4" = 1'-0".)
4. Reflected Ceiling Plan indicating heights, material, finishes, light fixtures, HVAC diffusers and return air grilles, and relationships to major floor plan elements. (Scale 1/4" = 1'-0").
5. Interior transverse and longitudinal sections of the store including ceiling heights, wall elevations, finish materials, display fixtures, and other pertinent items. (Scale: 1/4" = 1'-0".)
6. Elevations of all interior walls showing heights, materials, finishes, wall-mounted display fixtures, bulkheads, curtain walls, and major display fixtures. (Scale: 1/4" = 1'-0".)

DRAWINGS (cont'd.)

7. Fixture plan with sections and details to fully describe all architectural elements, cash wrap counter, display fixtures, Dining & Patio seating layout, kitchen equipment, and any special conditions.
8. Room finish schedule listing all surfaces and materials that correspond with sample material board.
9. Door schedule and related details
10. Sign drawing indicating size of letter, materials, finishes, mounting details and method of illumination. Sign Company shop drawings must be submitted for final approval. Scale: $\frac{3}{4}$ " = 1'-0".
11. Complete HVAC Plans, including but not limited to, HVAC unit locations, HVAC unit weight, specifications, ductwork size and layout, and diffuser layout. Where applicable, all kitchen hoods, smoke exhaust fans, make up air and related equipment must also be shown.
12. Electrical Plans, including, but not limited to, lighting plan $\frac{1}{4}$ " scale, electrical riser diagram, including and all feeders, fuses, disconnect switches and main breakers. Electrical panel(s) and schedule(s), including circuit breaker sizes and all connected loads. Lighting fixture schedule, including type of fixture, lamps, mounting details, wattage, quantities and manufacture's catalog number. Plans must also include:
 - a. Fire/Smoke alarm system controls and inter connections.
 - b. HVAC control schematic.
 - c. Voltage drop based on actual loads shall be indicated on the on line riser diagram for all feeders and sub-feeders per NEC.
 - d. Equipment and materials specifications
 - e. Smoke exhaust fan control and connection details
 - f. Design for RTU screen walls
13. Plumbing Plans, including, but not limited to, floor plan at $\frac{1}{4}$ " scale or larger, including:
 - a. All plumbing fixtures, proper piping sizes, equipment locations and plumbing to Landlord's system
 - b. Isometric diagram of water system, hot and cold, within the Tenant's space
 - c. All applicable details for floor drains with trap primers, cleanouts, grease interceptor, slab and roof penetrations etc. with specifications including all materials and equipment with the manufacture's name and model number.
 - d. Plumbing fixture unit calculations. Schedules of fixtures and equipment including but not necessarily limited to water heater, lavatory, water closet, water meter, gas meter and floor drains.
 - e. Isometric diagram of gas system, including all equipment locations within the Tenant space and routing back to gas meter locations placed outside the Tenant space.
 - f. Gas load calculations are applicable.

Structural Documents

Structural Documents must include the following:

1. Design elements affecting the structure of the base building
2. Alterations, additions, modifications and reinforcements to the base building which shall be required to accommodate Tenant's Work
3. All calculations & details (*Include ICBO numbers on all framing details. Seismic bracing details for State of California.)
4. All forms required by Governmental Agencies and Governmental Regulations, fully and properly completed and executed by Tenant
5. Partial structural framing plan updating existing conditions for new and existing rooftop installations and proposed reinforcement, which shall be accompanied by Structural engineers' calculations, drawn on a scale of $\frac{1}{2}$ "=1'-0".
6. Provide ceiling, soffits, and storefront attachment details to existing base building
7. A letter from a State-Registered structural engineer certifying that all new equipment and design elements serving the Premises are adequately supported to carry the new load.
8. Approval letter from Landlord's approved structural engineer

DRAWINGS (cont'd.)

Fire Protection Drawings

Fire Protection drawings must be submitted with the construction drawings. Fire Protection Shop drawings are also required for approval during the course of construction. Drawings must include the following:

1. Reflected ceiling plans with sprinkler head locations dimensioned at a minimum scale of 1/4"= 1'-0".
2. Automatic sprinkler details including piping size, hanger size sprinkler head types, and new and existing sprinkler locations.
3. Specifications

In addition, simultaneously with the submission of working drawings to Landlord in accordance with the foregoing provisions of this paragraph, Tenant shall submit to Landlord, a check made payable to Landlord for the cost to review of such plans by the project engineer in an amount to be determined by said engineer or the city or governmental body issuing Tenant's building permits and requiring such review.

As-Built Drawings

Upon completion of construction and prior to occupancy of the Premises, Tenant shall provide Landlord with one blue line set of as-built drawings, one electronic file of as-built drawings and one set of as-built specifications. "As built" drawings and specifications as used in this Exhibit shall be deemed to mean the final approved working drawings and specifications marked and/or revised to any and all subsequent changes thereto and deviations therefrom, so as to reflect the actual construction conditions after completion of such construction with respect to all particulars, including without limitation, design, material, method of construction and physical location of facilities. No such changes or deviations from the working drawings and specifications shall have been made without prior approval of Landlord.

Procedure of Reviewing Preliminary Documents and Construction Documents - Definition of Terms

Approval

If Tenant Coordinator approves the Tenant's Drawings, Tenant Coordinator shall notify the document originator in writing by endorsing and returning one set of Tenant documents.

Disapproval

If Tenant Coordinator disapproves the Tenant Documents, as the case may be, Tenant Coordinator shall notify the document originator of such disapproval, providing written explanation in detail, for Tenant Coordinator's disapproval and Tenant shall make such adjustments, corrections and modifications as shall be required to overcome Tenant Coordinator's objections and resubmit the revised Tenant Documents, to Tenant Coordinator for Landlord's approval. The preceding process shall be continued until (a) the Tenant's Drawings are either approved or conditionally approved by Tenant Coordinator.

Conditional Approval

If Tenant Coordinator approves the Documents, with conditions, the Tenant Coordinator shall notify the Document originator of the approval and the conditions for such approval by endorsing and returning to the document originator Tenant drawings or Drawings with Mark-ups and Tenant shall be obligated to incorporate and otherwise comply with each and every condition. If Tenant reasonably objects to any condition(s), Tenant or the document originator shall notify Tenant Coordinator in writing within three (3) days after Tenant Coordinator delivers such conditional approval to the document originator specifying (a) all of Tenant's reasonable objection(s) to Tenant Coordinator's condition(s) and (b) proposed alternative resolution(s) that Tenant reasonably believes will remove all of Tenant Coordinator's objections. Promptly following Tenant Coordinator's receipt of Tenant's proposed resolution(s), Tenant Coordinator shall notify the Document originator in writing that Landlord has either agreed to Tenant's proposed resolution(s) or reaffirms Tenant Coordinator's conditions. Such determination by Tenant Coordinator shall be conclusive and binding for both Landlord and Tenant.

DRAWINGS (cont'd.)

Government Approval

Tenant must, upon final approval of the Construction Documents by Landlord, promptly submit to the appropriate governmental authorities for plan checking and the issuance of a necessary permit. If the governmental authority requires any changes to the Construction Documents prior to the issuance of a building permit, Tenant shall, at its sole cost and expense, promptly make such required change to the Construction Documents and submit the changed Construction Documents, concurrently, to Landlord for Landlord's approval and the governmental authority in the manner above specified. Landlord shall have ten (10) business days within which to approve, approve with conditions or disapprove such changed plans. Tenant Coordinator's approval or approval with conditions, as the case may be, shall be conclusive and binding for both Landlord and Tenant. If Landlord shall disapprove the changed Construction Documents, Landlord shall provide Tenant with written objections and Tenant shall have ten (10) business days within which to amend the Construction Documents and incorporate Landlord's required changes. Upon Landlord's approval of the changed Construction Documents, Tenant shall promptly submit such plans to the appropriate governmental authority for plan checking and the issuance of a building permit.

Approval of Construction Document

The aforementioned construction drawings and specifications are subject to Landlord's and possibly Landlord's Architect's approval. In the event said drawings or specifications are not approved, for any reason whatsoever, within ninety (90) days from the date of the Lease, the Lease shall, at the option of Landlord, be null and void and of no further force or effect.

Following Landlord's initial approval of Tenant's Construction Documents any subsequent changes, modifications or alterations of or to said Construction Documents shall be requested by Tenant in writing and shall be further subject to Landlord's prior approval. Any additional charges, expenses or costs, including Landlord's architect's fees, shall be the sole responsibility of Tenant, and Landlord shall have the right to demand payment for such changes, modifications or alterations prior to the performance of any work in the Premises.

LANDLORD TO PROVIDE

The following is a description of the construction of the mall areas which may have been provided by Landlord. Construction quality beyond these standards will be Tenant's responsibility at Tenant's sole cost and expense.

Basic Structure and Buildings

The basic structure and buildings being provided by Landlord under the Lease and exhibit have been designed by an architect and are of a construction quality of not less than the building code of the local jurisdiction. Such structure and buildings are sprinklered as outlined in this addendum.

Structural Frame

The structural frame (columns, beams, floor and roof structure) have been designed to carry live loads in accordance with the building code of local jurisdiction.

Exterior Walls

Exterior walls are made of masonry, reinforced concrete, and other such material or materials as existing. Exterior walls of masonry or concrete may be exposed in tenant areas.

Floor Construction

All floors within the interior of the Premises will be delivered in an as-is condition.

Roof

Roof construction will conform to the building code of local jurisdiction.

Shopping Center Exits

Required Common Area Exiting will be provided as required by local jurisdiction.

Demising Walls

Existing Demising walls will be typically constructed with 3½", or per local building code, metal studs to divide the Premises from adjoining stores or service hallways. Landlord may, at its option, substitute 6" or 8" metal studs or masonry walls for the demising partitions.

Ceilings

Ceilings in all common and public areas are provided as required by code.

Paint

Paint will be provided on exterior common and public areas where designed by Landlord's architect.

Plumbing

Existing Plumbing in as condition which typically consists of the following:

1. Water service – 1" valved cold water at or near the rear of the Premises.
2. 4" Sanitary sewer and waste-piping at or near the rear of the Premises.
3. Exterior fire hydrants and standpipes as required by the building code.
4. Fire sprinkler grid.

Electrical/Telephone

Electrical Conduit Stud to space, or "as-is" if existing service is on Premises. Typically a 2" empty electrical conduit and a 1" empty telephone conduit will be stubbed to a point at or near the rear of the Premises.

Sidewalks

Adjacent to the Premises and constructed of finished concrete and other such suitable materials as determined by Landlord's architect.

When sidewalks are part of Tenant's design, it will be the Tenant's responsibility to supply and install walkways.

Gas

If available, gas service will be brought to a multi-meter manifold at a central location and must be obtained by Tenant from the local utility company. Installation of meter bank and distribution from the meter manifold to the Premises shall be at Tenant's sole cost and expense.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS

The work to be done by Landlord in satisfying its obligation to construct Tenant's store under the Lease shall be limited to that described in this criteria. All other items of work not herein required to be done by Landlord, together with temporary services and work performed by Landlord for Tenant's premises pursuant to this criteria (collectively "Tenant's Work"), shall be at tenant's sole cost and expense and shall be performed (except as expressly provided) by Tenant, utilizing duly licensed contractors, engineers and architects. Tenant's Work shall include, but not be limited to, the purchase and/or installation and/or performance of the following (including any and all applicable architectural and engineering services and fees and all necessary permits, fees and licenses therefore). All work shall comply with the latest edition of the prevailing codes.

Storefronts

Tenant's storefront or approved enclosure shall be compatible with the architectural design of the mall areas. All storefront designs, plans, dimensions, materials, and colors shall be in strict compliance with the mall color/material sample board and subject to Landlord's approval. No swinging doors shall project over the lease line into the mall or into other common areas. Where desirable in Landlord opinion a vertical neutral pier may be located by Landlord at the storefront lease line between stores. The center line of said neutral pier shall coincide with the lease line defining the Premises. In some locations, popout storefronts may be designed and constructed so as to fully utilize, to the greatest extent reasonably practical to do so, the entire popout area available not only as to its width and depth but also as to its height.

Floor

Tenant shall be responsible for the preparation of floors and floor coverings and floor finishes in the Premises. All finished floor covering materials must be selected or adapted in thickness to correspond exactly with the level of the finished mall floor. In water areas, all floors shall be sealed with a waterproof membrane using a product and method of application approved by Landlord.

1. Removal and replacement of existing floor slabs shall be in accordance with approved constructions practices and all plumbing, backfill, material placement and required structural deck modifications shall comply with Landlord's standard design details.

2. Slab penetrations must be core drilled. Saw cuts are not permitted on any Floor except slab on grade. All penetrations that are larger than 4" must be pre-approved by Landlord. Slab penetrations must be patched and repaired with new concrete (per center specifications) and must be smooth, properly sealed and remain watertight. Tenant shall ensure that all slab penetrations within the Tenant space (and through the roof) are properly sealed and remain watertight to prevent possible water leakage and/or damage. Damages caused from failure to do so shall be at Tenant's sole risk and expense. All roof and slab penetrations made by the Tenant are subject to Landlord's approval as to location and construction details.
3. Waterproofing must be installed in all "wet areas" such as kitchens, restrooms, mop sinks, and drinking fountains, areas using Landlord's approved Material Specifications. The waterproof membrane must extend 6" vertically on all demising walls. This membrane will be water tested, inspected and signed off by the Center personnel. If the membrane fails the water test, it must be replaced and re-tested. All costs to repair any damage that is caused by a failed water test is the Tenant's sole cost and expense.

Alterations and Additions

Tenant shall make all alterations and additions to any wall or floor, including penetration or reinforcements required to accommodate Tenant's work. All such alterations and additions shall be subject to Landlord's prior approval. In no event shall Tenant make any floor penetrations without the prior written approval of Landlord and Landlord's structural engineer.

Interior Partitions

Tenant shall provide all the interior partitions, and Tenant Columns, including studs, sheetrock and drywall or other finishes, except those demising partitions to be provided by Landlord.

Interior Plastering or Drywall Finishing

Tenant shall provide all the interior plastering or drywall finishes required by Tenant in the Premises.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)**Interior Painting**

Tenant shall be responsible for all interior painting and decoration in the Premises.

Ceilings

All ceilings within the Premises shall allow for access to all structural mechanical, plumbing, electrical, telephone and fire protection systems including all junction boxes, switches, valves, etc. and other equipment relating thereto for purposes of servicing, maintaining and repairing the same and all access panels and catwalks required in connection therewith shall be supplied and installed by Tenant.

Doors and Hardware

Tenant shall provide all the interior doors and hardware required by Tenant in the Premises. Where applicable, Tenant must provide (and paint) a fire rated metal door at the rear of the Premises, leading to the service hallway or exterior.

Furniture, Fixtures, Equipment & Signs

Tenant shall provide all the interior furniture, furnishings, trade fixtures, equipment, signs and related parts required by Tenant in the premises.

Roof Work

If use of roof top units, roof-style supplemental supply, condensing units or exhaust air units by the Tenant is permitted by the Landlord. Landlord may provide a structurally enhanced bay for the placement of Tenant's units. Where not provided by Landlord, Tenant is required to provide structural reinforcement. The Tenant is to coordinate final location of HVAC units with the Landlord.

Tenant must provide and install all necessary piping and other necessary appurtenances for the operation of the roof top equipment. To the extent any of Tenant's equipment is to be located on the roof, the Tenant agrees to erect roof units in accordance with the requirements of the Landlord and the Tenant further agrees to repair any and all damage to the roof and structure caused by hoisting installation and the maintenance and/or servicing of such equipment, all of which must be at the sole expense of the Tenant. Tenant must furnish and install all curbs, supports, lintels, pipes, duct, vent caps, air inlets, exhaust

hoods, louvers, flashings, counter-flashing, etc. as required for any equipment requiring openings through the roof and/or exterior walls. The use of curb adapters is not allowed. The Landlord has the right to inspect the quality of the work and approve locations and, if found unsatisfactory, reject same.

All cutting, patching and restoring of roofing is to be done by the Landlord's roofing contractor at the Tenant's expense. All repairs, maintenance and damage to the roof and/or building due to Tenant's cost and expense.

1. Tenant is required to properly remove old and unused roof top equipment (HVAC units, exhaust fans, etc.) by full removal, including curb with an appropriate metal deck and roof material patch.
2. Walk pads must be placed around the roof top equipment and from the main pathway to the equipment in order to protect the roof from traffic.
3. All roofing work must be performed by the Center approved roofing contractor.
4. Tenant shall furnish complete data indicating system air balance in the demised Premises and a certified third party balance report no more than thirty (30) days after opening.

Structural

Complete plans and specifications for all structural work must be submitted to Landlord for approval. Documents must be signed and sealed by a licensed engineer in the state where the Center is located.

1. Tenant's storefront must be structurally self-supported. Tenant may not support the storefront from the bulkhead or fascia. Structural support for Tenant storefronts may be connected to the roof joists for lateral bracing only. Fixtures and equipment may not be attached to or supported from the floor or roof deck.
2. Structural drawings are required for all items that require support from the steel structure or from all roof top equipment weighing 300 lbs. or more.
3. Joist reinforcing is required for roof top equipment as well as steel support for all roof openings.
4. Upper level Tenant's must review base building structural drawings prior to installing a security safe, ovens or any equipment weighing 300 lbs. or more.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)

5. Floor penetrations must be core drilled and must be approved by Landlord.

Plumbing

1. Tenant shall provide all the plumbing inside the Premises, including connections to utility systems. If Tenant requirements exceed the plumbing facilities provided by Landlord, Tenant shall notify Landlord and obtain Landlord's approval prior to modifications of such facilities.
2. Tenant shall run gas line from meter manifold and secure meter from the utility company.
3. In event Tenant desires sanitary sewer connections in locations other than where stub-ups exist, all work associated with connection to furnished lines shall be Tenant's responsibility and subject to the approval of Landlord.
4. Any relocation of basic utility services within Tenant's space shall be Tenant's expense, subject to Landlord's prior approval. Tenant shall connect to and extend all piping from the existing location, all sanitary sewer, grease waste, domestic water and sanitary vent piping to the necessary locations within the leased Premises.
5. Tenant is required to use Landlord's designated Roofing Contractor at Tenant's full cost and expense.
6. Tenant shall provide a main water shut off valve located at eye level in a wall behind a labeled access door, located in or near employee restroom as designated by Landlord.
7. All piping, clamps, supports etc. shall be fastened to joist or beams. Do not attach anything directly to the deck or ductwork above.
8. Shutoff valves shall be provided at all connections to fixtures.
9. Tenant shall provide steel sleeves when passing pipe through concrete slabs or wall sections.
10. All materials shall be new and of commercial grade and bear the Underwriters label(s), where such labeling applies. A licensed plumbing contractor shall perform the entire installation in a first-class, workman like manner.
11. Low flow water closets, urinals, lavatories and sinks, etc. as approved by the building department, are to be used.
12. Tenant to provide a water sub-meter, registering in gallons, pressure regulator and all further installations and connections in accordance with all given requirements. Place the cold water sub-meter assembly at the rear portion of the Tenant space in a readily accessible and readable location, at a maximum forty-eight inches (48") above finished floor.
13. Sanitary sewer vents are required to be routed and connected to the existing sanitary sewer vent system or through the Roof as directed by Landlord, or required by local building code.
14. Tenant to provide floor or wall clean-outs at every 50'-0" minimum length of sanitary piping, at the most remote end of each sanitary sewer branch and at each change of direction of the waster line that is greater than 45 degrees. Ready access to the clean out shall be provided.
15. 3" floor drains are required in toilet areas. Trap primers are required. Traps shall be on all fixtures except those with integral traps.
16. Above ground sanitary and vent piping (other than food waste) shall be service-weight cast-iron, with fittings of the same weight as the pipe. Underground sanitary and vent piping (other than food waste) shall be service weight, cast iron with fittings of the same weight as the pipe. ABS, PVC or plastic pipe is allowed if the existing mains are ABS, PVC, or plastic. Schedule 40 Pipe may be used in accordance with the requirements of local authorities. Cast iron traps, hair interceptors and/or chemically treated traps must be provided as required by code and Landlord for use in Tenant's food processing, product procured and installed by Tenant in accordance with code.
17. Individual hair receptors shall be installed on all sink, basins and special sanitary units which may in any way receive human or animal hair.
18. Tenant's serving soft drinks, juices, alcoholic beverages or any corrosive liquid shall use "Durion" piping for all below floor waste lines. Soft drink chases shall be installed within Tenant's Premises only. Soda lines chase installation within Tenant's plenum area of within demising wall will not be allowed. Condensate lines for refrigeration units may not run horizontally across roof. They shall terminate at Tenant's mop sink or approved receptor. Tenant shall be required to furnish copper condensate line.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)**Domestic Water**

Tenants are responsible for water distribution to and throughout the Premises. In addition, it is the Tenant's responsibility to provide and install domestic hot-water heaters with an ASME-approved temperature and pressure relief valve. Hot water heater shall be installed inside a water-tight sheet metal pan. Pan shall have drain line into an approved fixture or as approved by the Building Department. Temperature and pressure relief valve drain line can terminate into mop sink or other approved building department locations, but not into a floor drain.

Toilet Room

Tenant shall provide all water closets, urinals, floor drains, showers and lavatories as required by the local jurisdiction building code and any other equipment or furnishing desired by Tenant. Such fixtures and equipment shall be a "water saving" type and shall include a self priming floor drain.

Grease Interceptor

1. If there is an existing grease interceptor for the space. It will be the responsibility of the new Tenant to have the interceptor pumped out of all the solids. The Tenant will be required to show proof of this (receipt showing the amount pumped out) to the Tenant coordinator at the time of the final walk through inspection.
2. Individual Grease Interceptor
Tenant shall receive approval from Landlord to install a grease interceptor. Tenant is responsible for labor and equipment and all associated costs for said grease interceptor.
3. Common Grease Interceptor
A common grease interceptor may be installed by Landlord for restaurant Tenants having pot sinks or any grease-producing appliances discharging into the waste system. If Landlord has a common grease interceptor, Tenant may be required to connect to the Landlord's grease line.

Gas Piping

Natural gas service may be available for restaurant Tenants for gas-fired cooking as directed and approved by Landlord. Tenant shall notify Landlord of such requirement(s) during or prior to the preliminary plan submission if available and approved. The Tenant shall indicate on Tenant's drawing and complete design, including the load calculation of the gas system in the demised Premises. Tenant shall, at Tenant's sole expense, arrange with the utility company for service, complying with their requirements of meeting and service and extend main pipe to the multi-meter manifold area (if applicable) located outside the demised Premises. The complete routing and installation of the piping shall be at Tenant's sole expense. Tenant shall submit load requirements to the local gas company for approval. All gas regulation and metering facilities and all gas piping from the service meter to the gas fired equipment within the Premises is at Tenant's sole expense.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)**Seismic Gas Shut Off Valve
(California, Oregon and Washington)**

It is required that all gas line installations be fitted with an Earthquake Sensitive Gas Shut Off Valve (Seismic Gas Shut Off Valve). This valve must be placed downstream from the gas meter. The valve used must be Certified by the California State Architect and the installation must comply with the local building code. All equipment or fixtures must have a manual shut off valve. (This note pertains to malls in California, Oregon and Washington only- *Please see the following list of Certified Seismic Valve Companies.*)

List of Certified Earthquake Sensitive Automatic Gas Shut Off Valve Companies

Pacific Seismic Products, Inc.
233 East Ave. H-8
Lancaster, CA 93535-1621
Contact: Sharon Harper
661-942-4499
WWW.PSP4GASOFF.COM

Seismic Safety Products
2011 Center Court
Wenatchee, WA 9801
Contact: Ed Fields
800-948-3782
509-670-7776
www.seismic-safety.com

Little firefighter Corporation
204 S. Center Street
Santa Ana, CA 92703
Contact: Ezra Kent
714-834-0410
www.littlefirefighter.com

Quake Defense
2443 Chardonnay Way
Livermore, CA 94550
Contact: Martin Asbra
800-969-1906
www.quakedefense.com

Security Environments, Inc.
10573 W. Pico Blvd., #347
Los Angeles, CA 90064
Contact: Tom Cole
310-287-2189
e-mail: tomcole942@aol.com

Affordable Safety Solutions, Inc.
3017 Lincoln Blvd.
Santa Monica, CA 90405
Contact: Fabian Padilla
877-277-4872
310-674-7335
www.assiusa.com

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)**Mechanical Equipment**

Tenant's provided HVAC system must be powered from Tenant's electrical system.

Tenant shall be responsible for the design of the heating and air conditioning and ventilating system within the Premises. Tenant shall provide all mechanical equipment, air supply and distribution ducts, diffusers, registers, etc. Prior to Tenant opening for business in the Premises, Tenant shall submit to its Tenant Coordinator a certified air balance report (performed by a contractor who is a member of the Associated Air Balance Council), prepared at Tenant's sole cost and expense, to ensure maximum efficiency of the air conditioning and ventilating system.

1. Where Tenants are required to utilize a split design or roof top package unit. These units shall be located on the roof in an approved location designated by the Landlord approved Engineer and on site Tenant Coordinator.
2. Tenant shall design and install a toilet exhaust system from the Premises through the roof or to Landlord's common exhaust duct.

Kitchen Exhaust System

Tenants with grease, odor or smoke producing operations may be required to install pollution control equipment at Tenant's expense. Such system shall be submitted for Landlord's approval.

1. Tenant shall provide grease exhaust duct system and route in Landlord-designated shaft locations for lower level tenants.
2. Tenant to provide complete grease exhaust on roof or in Landlord's designated shaft location.
3. Tenant shall provide make-up air duct system, and route in Landlord-designated shaft locations, for lower-level Tenants.
4. Tenant shall provide make-up air units on roof at Landlord designated locations.
5. Tenant shall provide dishwasher exhaust fan on roof or in designated shaft location for lower level tenants.

Fixtures and Equipment Connections

Tenant shall provide the electrical and mechanical connection of all merchandising floor and wall fixtures or equipment and related parts (including kitchen and food service equipment) and other equipment peculiar to Tenant's occupancy.

Energy Management

If applicable, Tenant must connect to the Center's existing Energy Management System. In the process of Tenant renovation, if the system must be upgraded to meet current criteria it must be performed at Tenant's expense. Tenant must contract Landlord's designated contractor for the purchase and installation of the necessary controls and connection to the main control panel. Duct mounted smoke detectors are required and must be connected to the main fire alarm panel, if applicable. Each duct smoke detector must have a remote key operated reset/test device mounted within the Tenant space and an addressable relay module. Use Landlord's designated contractor for connection to the main fire alarm loop.

Electrical/Telephone Fixtures and Equipment

Tenant shall provide the following:

1. Tenant shall extend Landlord's conduit, as needed, within the Tenant's Premises to Tenant's main disconnect switch and/or panel board with main disconnect. Tenant shall install feeder wires through the main electrical service conduit. Final connections at the main electrical service located at the Landlord's metering switchboard will be done by Landlord's electrical contractor and paid for by Tenant.
2. Tenant's electrical system shall be designed in accordance with Landlord's criteria, the latest adopted editions of the NEC, and the requirements of all local authorities having jurisdiction. Material, electrical products and equipment, including all components shall be new and appear on the Underwriters Laboratories list of approved items.
3. Tenant shall install all electrical work necessary for a complete electrical distribution system within the Premises, including, without limitation, transformers, electrical panels and disconnects.
4. Any additional exterior lighting required by Tenant is to be added at Tenant's expense and approved by Landlord.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)

5. Conduit hangers, clamps, light fixtures supports etc, shall be fastened to bar joist or beams. No attachment or support from any roof deck is allowed. Exposed conduits shall be in straight line parallel with or at right angles to column lines or beams and separated at least 6" from water or gas lines whenever they run alongside or across such lines.
6. Flexible metal conduit shall be used only for connections inside casework and as the final connection 4'-0" max length and minimum ½" electrical trade size to recess fixtures or motors and electrical equipment that may generate vibration through the conduit system. No BX, AC or Romex type wiring is allowed. Furnish liquid-tight flexible conduits for outdoor installations. Floor boxes shall be watertight with cast threaded conduit. The electrical system serving the Tenant's space shall be grounded in accordance with the latest requirements of the NEC. Ground fault circuit interrupter shall be installed in branch circuits as required by code.
7. All conduit, pipe or duct-roof penetration and/or positioning of any equipment on the roof must be approved by Landlord. Penetration and Waterproofing of any installation shall be performed by the Landlord's authorized contractor at Tenant's sole expense.
8. Electrical Panels must have a complete typewritten identification directory card for all branch circuits on the panel door. If not already provided, Tenant's electrical contractor shall furnish as identification nameplate on Tenant's main disconnect switch in Landlord's meter section. Nameplates shall be one-eight inch (1/8") thick plastic, black on white etched letters. The minimum size shall be one inch (1") with only the Tenant's space number engraved on such permanently affixed. Panels shall have "bolt-on" breakers. Tenant to provide a main disconnect switch inside the Tenant's space at eye level. Disconnect to be primary to any other electrical equipment in the space.
9. Any preexisting equipment scheduled to be reused shall be in good working order and reuse is subject to Landlord's approval.
10. Transformers may not be suspended from the structure. Dry type transformers shall be class H rated, 480 volt primary to 120/208 volt, three phase, four-wire secondary capacity adequate to service Tenant's requirements. Noise level is limited to a maximum of 50 DB average, measured at a distance of 1'-0" from the case, per NEMA Publication

No. TR-10-1960 or the latest version. Step-down transformers shall be grounded to the main cold water pipe in the demised space.

11. Tenant's provided HVAC system must be powered from Tenant's electrical system.
12. All Tenant roof equipment shall be properly labeled with equipment name and restaurant space number. Use weather proof and fade resistant lettering.

Telephone

Tenant shall make application to the local telephone company for service and shall comply with their requirements. Tenant shall install telephone wiring from Tenant's demised Premises to Landlord's main telephone backboard within the conduit provided by the Landlord. Final hook up to backboard will be by Landlord approved contractor at Tenant's expense.

Cable TV Facilities

In the event Landlord has installed cable television facilities to certain areas designated by Landlord, and in further event Landlord permits Tenant to use cable television at or within the Premises, then it shall be Tenant's responsibility, at Tenant's sole cost and expense, to coordinate with Landlord the installation of such cable facilities from Landlord's designated areas to Tenant's Premises.

Sprinkler System Modification/Fire Safety

All sprinkler design and work required to accommodate Tenant's Work shall be at Tenant's sole cost and expense and must be performed by a fire sprinkler contractor approved or designated by Landlord. All fire safety equipment (both audio and visual), including but not limited to conduit, wire and signal devices, shall, at Tenant's sole cost and expense, be furnished and installed by a fire safety contractor approved or designated by Landlord and shall be connected to the operation panel located in the central area designated by Landlord.

Signs

The lettering of sign panel above storefronts shall be designed by Tenant in accordance with the Sign Criteria and approved by Landlord.

TENANT OBLIGATIONS TO CONSTRUCT AND PAY FOR IMPROVEMENTS (cont'd.)**Prohibited Construction**

In no event shall Tenant be permitted to construct any basements, second floors, mezzanines, lofts or other multilevel areas, nor construct any outside or attached equipment, patio, utility or loading areas, without prior written approval from Landlord.

Health Department

It is the Tenant's responsibility to investigate, understand and comply with all Health Department regulations of the municipality having jurisdiction over this site.