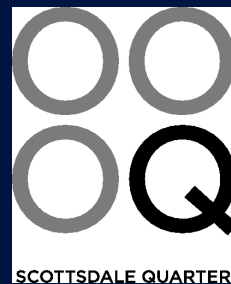


TENANT HANDBOOK

Rev. February 15, 2011



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GLIMCHER

Scottsdale Quarter



Tenant Design Guidelines

January 12, 2008

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Scottsdale Quarter

Will be a development of urban density, creating a distinct sense of place, while providing a rich pedestrian experience. The buildings will have a cohesive unity in their style and identity, with a variety of individuality in storefronts. This variation allows for a better aesthetic experience of the overall development, providing buildings with articulated massing and with multiple alternatives in expression. By creating an environment that creates a cohesive design aesthetic with tenant differentiation and variation, Scottsdale Quarter will be a premiere, high-end destination in Scottsdale. This design will be accented by unique outdoors spaces and streetscapes, establishing charm and elegance throughout the development.

1.1 Introduction

These Tenant Design Criteria are intended to guide and assist Tenants in preparation of required design and construction documents. National or regional Tenants who use a prototype storefront design are no exception and must review and comply with these criteria to ensure compatibility. The Tenant handbook, identified as part of the Scottsdale Quarter lease, has been prepared to guide you, the Tenant, as well as your architect, store designer, and contractor in expediting the construction of your premises. The information includes guidelines for your architect, describes the Landlord's obligations, the Tenant's construction responsibilities, and Tenant's contractor's requirements. It is imperative that your architect and contractor receive a copy of the information contained herein. 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.

At Scottsdale Quarter, standard, national and regional storefront concepts are respected, as they contribute to the variation in the pedestrian experience for the development. However, some concept modifications may be necessary

for compliance, so that the Landlord may ensure that the aesthetic fits within the overall Scottsdale Quarter design intent. The same is true for proposed designs that are overly similar to a neighboring tenant. The goal is to provide variation for the end user, so storefronts should be as diverse and interesting as possible, with each tenant able to make a singular design statement that fits within the overall character.

The majority of the Scottsdale Quarter storefronts shown in the construction documents will be built out by the Tenants. A portion of the Scottsdale Quarter storefronts in the construction documents will be built by the landlord and noted as such; these storefronts will be considered an existing condition. Special circumstances may require the Landlord's interpretation of the design criteria. All deviations from these criteria must support Scottsdale Quarter's goals for a successful retail environment.

All areas exposed to public view are subject to a thorough design review and approval process by the Landlord. Any proposed modifications must comply with the City of Scottsdale DRB approval process for the project. Tenants must address storefront

and interior design, materials, color, signage and lighting. Additionally, specific criteria, applicable to various locations at Scottsdale Quarter, must be met.

Tenants are encouraged to be creative and take advantage of the opportunity to create a dynamic storefront design, which uniquely expresses and communicates their individual retail character.

As the administrator of the storefront design criteria, the Landlord is the final aesthetic arbiter. Any materials, configuration, sign or other aspect of the storefront design which is determined to be unacceptable will be rejected.

1.2 Contact Information

City of Scottsdale

Bryan Cluff
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Planning and Development Services
7447 E. Indian School Road, Suite 105
Scottsdale, AZ 85251

Permit Services
One Stop Shop
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Scottsdale, AZ 85251
Phone: (480) 312-2500
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1.3 Project Information

Project Name: **Scottsdale Quarter**

Project Address: **15101 N. Scottsdale Rd
Scottsdale, AZ**

Zoning: **PRC**

A.P.N.: **215-56-056C, 215-44-001D**

Quarter Section: **35-44, 35-45**

DRB number: **10-DR-2007 and 10-DR-
2007 #3**

General Design Requirements

The Design Guidelines are intended to provide parameters for which tenants can establish their identity and contribute to the rich urban pedestrian experience of Scottsdale Quarter, while ensuring that the overall character of the development is maintained.

2.1 General Design Requirements

All storefront designs and plans are subject to Landlord approval. The overall image should be well coordinated with fully integrated components such as entries, displays, and signage.

Storefronts must be of the highest caliber, expressing state-of-the-art and material quality. To achieve this goal, Tenants shall be required to select an architect who has experience in retail tenant design.

Projections or awnings, where required, must be three-dimensional, emphasizing creative, dynamic forms and designs.

The following criteria apply:

1. All storefront construction shall be self supporting from the floor and independent of the building fascia and bulkhead structure. Storefronts may be braced to the overhead structure within the Tenant space.

2. Tenants must recognize that storefronts create the primary weather enclosure for their spaces and design complete weather-tight assemblies that are properly interfaced to the Scottsdale Quarter shell.

3. All storefront treatment must be full width, extending to the full height of the storefront above.

4. A minimum of 60% of the storefront is to be display windows.


5. Scottsdale Quarter structural columns, located along the store frontage, must be integrated into the store design. Demising piers must not be modified by Tenants.


6. Tenants will provide a flush transition between their flooring and exterior paving. If a Tenant installs their flooring prior to the installation of the Scottsdale Quarter exterior paving, they must install their floor so the finished elevation is no more than 1/2" above the existing structural slab. A temporary transition strip, which can be removed easily, must be installed to bridge the difference between flooring materials.


7. Tenants whose storefronts are visible from the upper levels of the development must take special care that the tops of storefronts are finished to match the storefront design. There are to be no exposed conduits, raceways, access panels or equipment


visible from the upper levels. In addition, all surfaces of any visible projections, gables or rounded surfaces must be finished to match.


2.2 Tenant Types and Allowable Modifications (Upon City Review)

- 
Type 1 - Single Story Storefront, Type 2 - One or Two Story: Includes Canopy and Full Facade, and Type 4 - Standalone

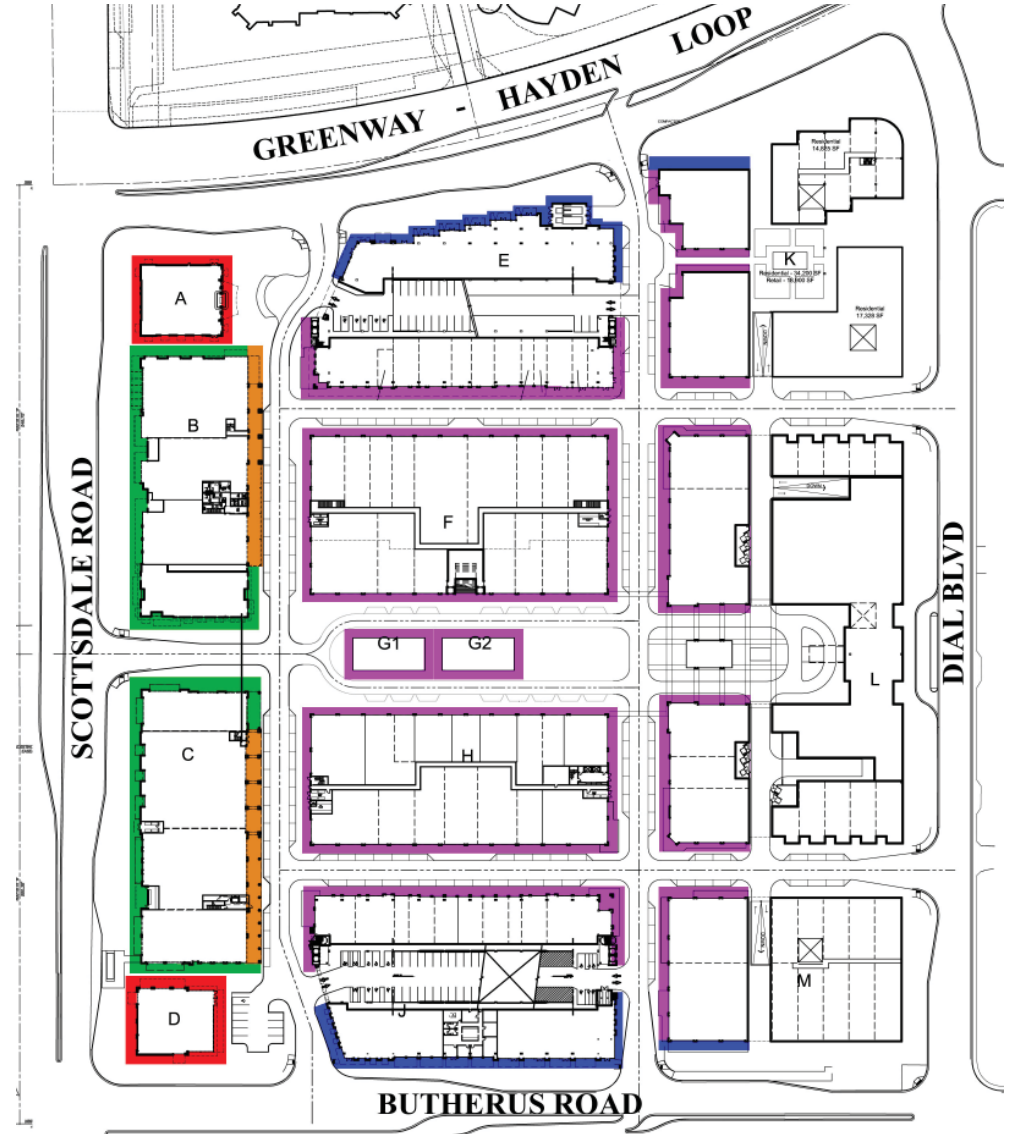
- 
Type 1 - Single Story Storefront, Type 2 - One or Two Story: Includes Canopy and Full Facade

- 
Type 1 - Single Story Storefront, Type 2 - One or Two Story: Includes Canopy and Full Facade (Limited to 2 tenants or total 40 lineal feet of elevation per facade)

- 
Type 1 - Single Story Storefront, Type 3 - Arcade Locations/Storefront and Arcade Structure

- 
Type 1 - Single Story Storefront, Type 2 - One or Two Story: Includes Canopy and Full Facade

NOTE: These guidelines are established as part of the overall Master Plan and shall govern all retail development on the site including Phase I, II and III.



2.2.1 Types of Allowable Modifications



two storey elevation change

single storey elevation change

Type 1 - Single Story Storefronts

- Architectural style must be complimentary to style of development
- Need to use approved palette or request staff approval on changes
- Limited to edge of storefront area, does not include surrounding elevation elements
- Changes may include area below canopy but not full front facade

Type 2 - One or Two Story: Includes Canopy and Full Facade

- Includes storefront area
- Limited to storefront surround and building elevation directly inline with leasable area boundaries
- Single story, up to finish floor elevation above
- Any modifications to canopies or shade structure must provide an equal or greater amount of shading relative to the approved design
- Architectural style must be complimentary to style of development
- Need to use approved palette consistent with these Guidelines or request staff approval on changes. The City approved guidelines are found in Appendix 8.



Type 3 - Arcade Locations/Storefront and Arcade Structure

- Includes storefront area
- Limited to storefront area and building elevation directly adjacent inline with leasable area boundaries
- Single story, up to bottom edge of arcade element above
- May not modify arcade elements inline with facade of upper floors; this includes columns, soffit and any portion of the facade of the upper floors
- Architectural style must be complimentary to style of development
- Need to use approved palette or request staff approval on changes



Type 4 - Standalone (i.e. Freestanding)

- Complete elevation changes require City DRB approval.
- Less significant modifications will be allowed without DRB approval if the design uses colors and materials from the palette that has been approved for the entire development.
- Architectural style must be complimentary to style of development
- Need to use approved palette or request staff approval on changes

2.3 Storefront Design Requirements

Storefronts are to convey a three-dimensional look. To provide aesthetic variety, various closure lines are highly encouraged. Storefronts may be recessed within the Tenant Lease Line. Tenants are encouraged to use large amounts of glass emphasizing show windows along with highly imaginative and creative displays. These design goals should be accomplished through high quality materials, good craftsmanship, and innovative design.

The traditional flat front horizontal sign band is prohibited. Creative signing techniques incorporated with the storefront design are encouraged. Storefronts should emphasize show windows and merchandise and should be given a "sense of entry." Racks of clothing, table displays or typical stacking shelves will not be permitted within the Design Control Zone (see section 2.4 for more information)

The general provisions and requirements are as follows:

- The storefront and premises shall be designed, fabricated, and installed by Tenant at the Tenant's expense
- The storefront shall be designed to encourage and facilitate entry into the store. Tenants are encouraged to consider innovative presentation of merchandise
- Samples of all finishes and photos or video of prototype store (if available) must be submitted to the Landlord for approval. The Tenant shall be required to submit this material board with their preliminary submission as described in this handbook under Submission Process.
- Tenants having storefronts on two building elevations may have two entrances, one on each elevation.
- Tenant storefronts shall align with Lease Line a minimum of 2'-0" from edge of demising element.
- The Tenant shall be required to use non-combustible construction materials except

where fire resistant treated materials are allowed. All materials shall be approved by authorities having jurisdiction.

- Overhead glazing shall be laminated safety glass. Glass used in conjunction with storefront work shall be clear tempered plate glass, minimum 3/8" thick. Where applicable, exposed glass edges shall be polished.
- Glass and show windows are encouraged. Butt joint glazing is encouraged. If windows clips are required between panels to meet the performance requirements of the glazing system, the clips should match the storefront system in finish and style to provide a consistent and uniform material palette.
- Opaque portions of storefront shall be maximum 6 feet in length.
- A minimum of 75% of the total storefront shall be visually transparent.

- No portion of the storefront shall extend beyond the Lease Line unless approved by the Landlord. An exception to this limitation will be the storefront signage, which may project 4" beyond the Lease Line.
- Storefront construction constituting additional structural loads, including sliding door tracks, rolling grilles, soffit/fascia elements, etc., shall be floor supported and shall be independent of Landlord's structural framing.
- Storefront security systems must be unobtrusively incorporated into the Tenant's Store Display and Entry Zone construction. **Freestanding tower type systems are not allowed.** Any theft detection/security system must be indicated on the Tenant's Working Drawing, and the Tenant shall submit shop drawings which shall indicate size, location, design, and appearance. No system shall be installed without prior approval by the Landlord.
- Any damage done to Scottsdale Quarter property during Tenant construction/renovation must be fixed at Tenant's expense.

- Fire Sprinkler Requirements:
 - a. In accordance with the requirements of the prevailing codes, the Tenant shall be responsible, at its expense, to fully sprinkler its premises. The Landlord will provide a standing grid system with sprinkler heads turned up.
 - b. Tenant's contractor is to verify sprinkler requirements with City officials and gain proper approvals prior to construction.
 - c. Sprinkler heads in all acoustical ceiling areas shall be recessed, two-piece type.
 - d. Sprinkler heads are to be centered within the acoustical grid.
 - e. Sprinkler heads in drywall ceilings, storefront bulkhead and showcase areas shall be recessed, flush-covered type factory painted to match ceiling color.

2.3.1 Glass framing systems

The glass framing storefront system is to have a high quality finish. Wood, aluminum (clear anodized is prohibited), steel and butt-glazed systems are allowed. It is encouraged for every tenant to develop their own identity and that it vary from the adjacent tenant.

2.3.2 Door and Door Hardware

The main entry door should encourage patrons to enter by being a focus of interest. The doors shall have high quality finishes (i.e. wood, steel, or full glass) and they must have custom personalized hardware. All door finishes and hardware must be specified before submitting to landlord for approval. It is encouraged to make the entry door(s) special.

2.3.3 Display

The display area is to be considered as part of the overall design of the storefront. The display should have a theme and be appealing and attractive. A backdrop if used shall screen all racks, shelves, displays

2.3.3 Display cont.

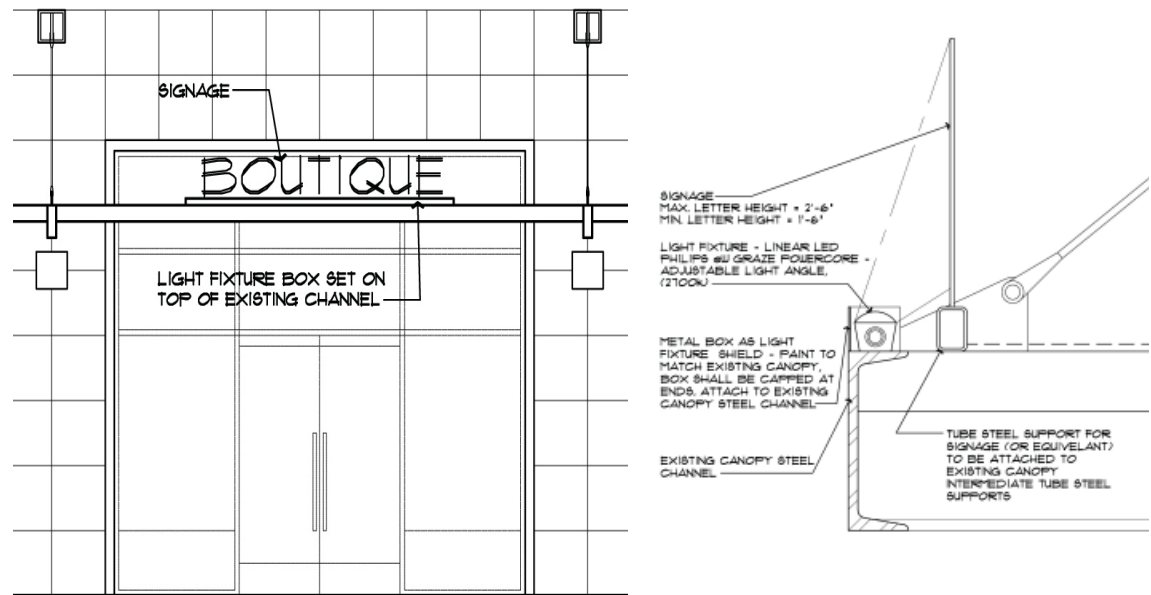
and furniture that are meant to be viewed or used from the interior. The display area design intent must be submitted to the landlord for approval before construction is to start. High quality, artful designs are encouraged.

2.3.4 Exterior Lighting

Changing the lighting on the exterior wall immediate to the storefront area or adding additional lighting on the exterior immediate to the storefront area is allowed. Changing lighting or adding lighting in the canopies or above the storefront is prohibited except for what is needed for signage purposes. The lighting must enhance or be an extension of the design intent of the storefront theme. All exterior lighting must be approved by the Landlord, and the Planning Department with the City of Scottsdale.

2.3.5 Canopy Signage Lighting

If canopy signage is used then the lighting for these signs shall meet the requirements shown in the drawing 2.3.5.



Drawing 2.3.5a and 2.3.5b- Signage Lighting Criteria placement and specifications

2.4 Design Control Zone

1. A Design Control Zone has been established in all Tenant premises. The Control Zone shall extend 5'-0" into the Tenant leased premises, measured from the store closure line. The Landlord shall have absolute right of approval over all Tenant design, signage and materials within this zone.

2. The Design Control Zone shall include display windows, retail graphics, display fixtures, signs, materials, finishes, color and lighting in front of the Design Control Line. Movable displays, or sales fixtures can not be located within the Design Control Zone except behind fixed display windows.

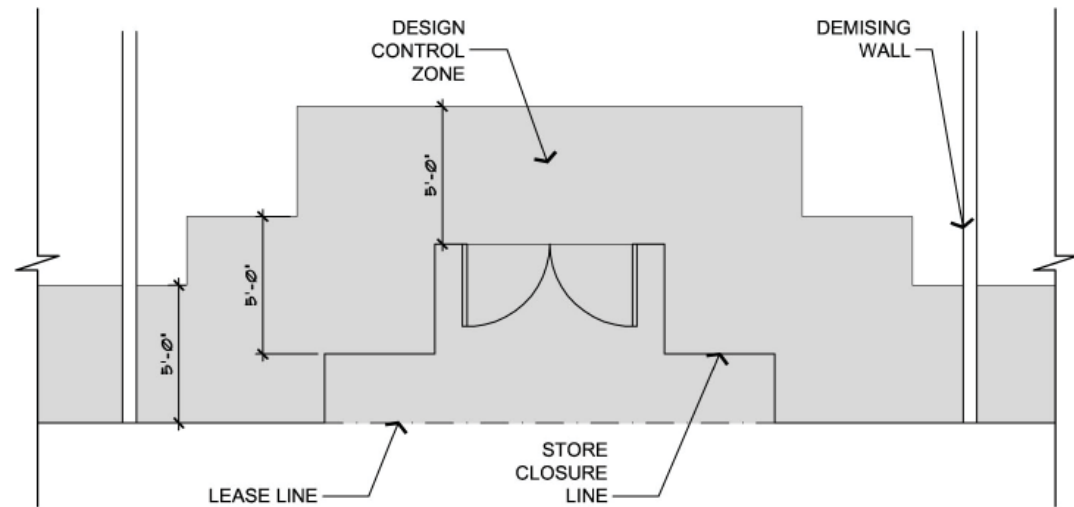
3. If a Tenant chooses to recess the store closure behind the designated Lease Line, the Design Control Zone will also recess respectively.

4. If a Tenant is allowed by the Landlord to "project" the storefront beyond the Lease Line, the depth of the Design Control Zone will be increased by the projected dimension (e.g. 5'-0" + projection depth).

5. Acoustical tile is not an acceptable ceiling for any part of the Design Control

Zone.

6. No solid fixtures or pre-packaged wall mounted grid systems including slat wall shall be permitted within the Design Control Zone.



2.5 Design Criteria Specifics

2.5.1 Ceiling

1. The ceiling in public areas behind the control zone shall be either concealed spline acoustical tile, acoustical T-bar with 24" x 24" tile with regular edge, drywall or plaster construction. 24" x 48" modules are prohibited. If the tenant wishes to not use finished ceiling then all exposed structural, ductwork and other exposed elements must be painted to match the design intent. Unpainted exposed ceilings are prohibited.
2. All Tenant ceilings within the design control zone must be drywall. (Acoustical tile or exposed ceiling is prohibited in this zone.)
3. The use of wood or other combustible material above ceiling or in any other attic spaces is prohibited.
4. Upper level tenants shall attach their ceiling wires to the structural roof members only. Attachment to the roof deck, ducts, and piping is strictly prohibited.
5. Use of acoustical tile and grid systems on vertical surfaces is prohibited.
6. Tenants must maintain a fire-resistant rated floor/ceiling assembly, per building contract documents, between upper level and lower level within their premises.
7. Cost of relocating air conditioning duct, conduit and other existing conditions shall be at the cost of the Tenant.

2.6 Materials

Materials used in the construction of storefronts at Scottsdale Quarter shall be high quality, durable, authentically portrayed and code compliant. The entire storefront area is subject to the Landlord's scrutiny for quality of finishes, detailing and construction methods. Careful attention to the detailing of joinery of differing materials is necessary. A carefully defined edge must be established between different materials and surfaces on the storefront, as well as between the Tenant and Landlord finishes. Proposed materials and colors are to be submitted on a color material sample board to the Landlord for review during the preliminary design review process. (Refer to Submittals and Approvals section for more detailed requirements.)

2.6.1 METALS

High quality is expected for all metal applications. Metal such as shop-painted aluminum and steel, stainless steel, solid brass, bronze, pewter or enamel coated steel may be used for hardware, trim and panels when well-designed and detailed.

- Lap joints and seams must be even and straight and concealed when possible. Outside corners are to be mitered or

continuous break-shaped.

- Fabrication must be either heavy gauge material or thinner gauge material shop laminated to solid backing. In no case are oil-canning (resulting from light reflection from an uneven or buckled surface), scratches, warps, dents, occlusions, visible seams or other imperfections allowed.
- Sealants on natural metals are required to prevent tarnishing.
- Textured or brushed stainless steel, galvanized, sandblasted and etched metals are encouraged in creative applications.
- Unique treatments such as patina, rusted, etched and imprinted metals will be considered for special design objectives.
- Polished metals should be solid, not plated and limited to accent trim.

2.6.2 NATURAL STONE

- Granite, marble, sandstone, limestone, slate, adquin and other natural stone materials may be used in storefront applications. Stone may be polished, unpolished, sandblasted, flamed, honed, split-face or carved. Careful, craftsman-like attention to detail is required at all connections and transitions to other materials.
- Edge details must prevent visible unfinished edges. Exposed edges must be

quirk mitered, chamfered or polished to match adjacent surface finish.

- The transition between stone and adjoining materials must be defined by use of metal reveals.
- Stone used as a paving material must be flush when meeting other flooring materials.
- Natural stone must be protected against staining and discoloration by means of sealers appropriate to the material.
- Simulated finishes, such as metallic laminates are not permitted.

2.6.3 WOOD

Painted or stained wood may be used in many design applications, such as window frames, decorative trim or molding, and for solid areas, such as decorative bulkheads. In some cases, it may be used for larger architectural elements, such as columns and entablatures. Wood paneling and plank construction are not acceptable unless presented in a highly imaginative concept and approved by the Landlord.

- All detailing and construction is to be executed in a high-quality, craftsman-like manner.
- Wood used in the construction of the storefront must be kiln dried, mill quality

hardwood and must meet local flame spread requirements (Class III 76-200).

- Painted wood must have a shop quality enamel finish.
- Wood without a paint finish must receive a clear, preservative sealant.
- Extensive use of natural wood finishes is discouraged. Dark brown stains are strictly limited.

2.6.4 TILE

Tile may be used in diverse applications. Its use is encouraged to introduce light, decorative texture or graphic quality to a storefront.

- Porcelain, ceramic or glass tiles in glazed or natural finishes may be used as accents and in limited field applications. Patterns used over large areas are expected to have a sophisticated, well executed design concept.
- Small and intricate mosaic tile patterns may be used for detail and accent only.
- All tiles must be carefully detailed at outside corners with bull-nose edges or special corner trims. Lapped or butt joints are not permitted.

2.6.5 PRECAST STONE AND CONCRETE

Many pre-cast stone and concrete products

are currently available that may be acceptable for storefront applications. The use of these materials is at the discretion of the Landlord.

2.6.6 STOREFRONT GLAZING

The Landlord is only providing the building shell; there are some locations that the Landlord will also provide the storefronts (refer to actual architectural plans for those locations). The creative use of glazing and other storefront design elements is encouraged and must be carefully detailed.

- Exterior glass must be clear.
- Large panes of glazing must be of sufficient thickness to meet code and be properly supported.
- All glass shall be tempered.
- Stained, leaded, etched, beveled and fritted glass, and other types of innovative glazing are encouraged.
- In frameless assemblies, glass-panel joint details must be top quality and are subject to strict Landlord review. Glazing edges must be polished, ground or chamfered. Glazing channels at corner conditions must be mitered.
- Aluminum, metal or wood storefront framing sections shall be thermally broken to prevent thermal migration through the

assembly.

- Tenants may be required to provide seismic clips to stabilize tall expanses of glass.
- Reflective glass (including the extensive use of mirror) is not permitted on storefronts or in the storefront entry zone.

2.6.7 PLASTER

Plaster, cement plaster (stucco) and "Venetian" plaster finishes may be considered for storefront applications, provided the finish texture is a light dash, sand or smooth finish.

- Plaster or stucco finishes must be used in combination with other high-quality materials and should not be the primary storefront material.

2.6.8 FAUX FINISHES

Faux finishes may be used at the Landlord's discretion.

- Actual samples of the faux finish must be submitted to the Landlord. Photographs of previous examples are helpful but may not be substituted for an actual sample.
- Faux finishes may be executed by a commercial artisan specializing in that medium.

2.6.9 PROHIBITED MATERIALS

The following is a list of prohibited materials. In rare instances, special consideration

may be given for the use of a prohibited material if its application is highly original, creative and essential to the theme or design concept of the storefront. Exceptions will be determined by the Landlord during design review. Prohibited materials include:

- Plastic laminates.
 - Glossy or large expanses of acrylic or Plexiglas
 - Pegboard
 - Mirror
 - Highly polished or plated metals except as trim
 - Reflective glass
 - Simulated brick, stone or wood
 - Vinyl, fabric or paper wall coverings
 - Plywood or particle board
 - Sheet or modular vinyl
 - Luminous ceilings, including "egg crate"
 - Vinyl awnings
-
- Shingles, shakes, rustic siding
 - Other materials deemed unacceptable by the Landlord.

The store interior is typically viewed as a continuation of the storefront in design and

2.7 Canopies

Modification to canopies can only be made if the proposed solution retains the shade provided in the original approved design. Material changes to canopies may only be within accepted parameters.

Submittal for removal of shade canopies may be made if equal shading is provided. Tenant modifications of canopies require Landlord and City of Scottsdale approval.

2.8 Interior Design

materials. Walls are to have modulation of display systems and built-in architectural components that reinforce the store design theme. Tenants with above-normal sound levels must provide sound isolation in demising walls and in ceilings within four feet of demising partitions. Security devices are to be entirely concealed within the store design elements. Under-floor or in-ceiling systems are preferred. Noncombustible and or fire-resistant materials are required within the entire lease area. Interior design must meet accessibility guidelines enforced by national or local jurisdictions, including the Americans with Disabilities Act.

2.8.1 FLOOR AND BASE

- Carpet with 1/8" metal transition moulding at all hard flooring transitions are required.
- Sheet or modular vinyl may be used in support or stock rooms not visible from the sales area.

2.8.2 WALLS

- Fabric and select vinyl wall coverings are

allowed. (Section 805 - Class I flame spread)

- Slat wall - metal or plastic laminate inserts are required. No visible substrate is allowed at slats. Slat wall to be spaced a minimum of 8" from the edge of interior entry doors.
- Recessed wall standards are permitted.

No open shelving with visible brackets or surface-mounted systems.

- Knockdown finishes are prohibited.

2.8.3 CEILINGS

- Custom ceiling treatments are required. Multi-level gypsum wallboard, concealed spline, decorative patterned ceiling panels and other "high-tech" materials are encouraged. Standard 24" x 48" acoustical panels are not allowed in the sales area.
- Fire sprinkler heads are to be fully recessed in hard or acoustical ceilings.
- Ceiling concepts implementing exposed structure, electrical and mechanical systems must be coordinated with the Landlord for specific technical and design requirements.

All materials acceptable or prohibited at the storefront are applicable to the store interior.

2.7.4 FLOORING

The Tenant is required to cover any area

between the Lease Line and the Tenant's storefront closure line with appropriate and accepted materials.

When Tenant construction/renovation occurs, the Tenant must bring the finish floor elevation of the demised premises flush with the exterior finish at the Lease Line. The use of reducer strips will not be permitted. All floor elevation changes within the demised premises must abide by local authority's jurisdiction and approval.

The interior floors must be covered with the highest quality materials. Ease of movement, safety, and maintenance should be primary considerations in floor covering.

Acceptable flooring materials in sales and public areas include stone, carpet, wood (strip or plank), ceramic and porcelain tiles. The use of high quality Linoleum or decorative cement flooring may be specified if used in a manner which contributes to the overall design theme and character of the store subject to specific approval by the Landlord. (Stamped concrete is not acceptable in Design Control Zone.)

Storefront or display pedestals exposed to Scottsdale Quarter maintenance, excluding doors, must have a 10" high base of durable material, i.e. stone, tile, or metal.

2.9 Store Walls

- Demising Walls:
 - a. Metal stud framing only will be provided by Landlord at demising partitions between Tenants unless gypsum board is pre-existing from a previous Tenant. Partitions between the Premises and any service corridors (as provided by Landlord) will be metal studs with non-combustible drywall on the corridor side only.
 - b. Demising partitions must be finished by Tenant to the underside of the metal deck with all voids filled and all penetrations sealed with Thermo-fiber insulation or equal to maintain 1-hour fire-resistant wall assembly rating.
- Exterior Walls:
 - a. The exterior walls of the shell construction will be left exposed inside the Tenant area. These walls will be finished by the Tenant at Tenant's expense as approved by the Landlord.
 - b. If Tenant's space adjoins a service corridor with a rear exit door, Tenant shall furnish and install a 3'-0" x 7'-0" "60 minute" labeled door, jamb and hardware. Doors shall be recessed so as not to extend into service corridor when in the open position.

2.10 Restaurant Tenants

Restaurants must comply with the same storefront design criteria as the rest of the general tenants at Scottsdale Quarter. However, due to the specialty factors related to this type of service facility, restaurants have additional design criteria relating to their seating areas and furnishings.

2.10.1 GENERAL DESIGN REQUIREMENTS

- The entry is to be emphasized with a three-dimensional storefront.
- Seating areas may be open to common areas above a 3'-0" wall height. Table tops and countertops are to be backed against storefront elements.
- All mechanical exhaust-system requirements are subject to Landlord approval.
- Ceiling and lighting requirements are as specified for general Tenant spaces.
- Furnishings, including service stations, are to be submitted for landlord approval.
- No restaurant floor slabs will be provided by the Landlord.

- All roof-mounted mechanical equipment must not be visible from the public and common areas.

Note: Refer to "Signage and Graphics Criteria" for additional requirements.

2.10.2 MATERIALS

2.10.2.a FLOORING

- All restaurant flooring must be sealed with a waterproof membrane, Nobleseal or equivalent.
- Quarry tile, porcelain ceramic or stone flooring with a continuous elastomeric membrane, continuing a minimum of 4" up the wall surface in the entire front service area.
- Flooring in back kitchens containing cooking equipment shall have an epoxy type flooring with a continuous covered base a minimum of 4" high.

Vinyl base is not permitted.

2.10.2.b WALLS

- A back wall must separate the service area from the prep area; these walls must prevent views in to the

prep area, either by a self-closing door, or by a staggered "blind" wall. Any exception to this requirement is subject to Landlord approval.

- All grout shall be sealed in areas of moisture or grease-producing equipment.
- All walls visible to the public are to have appropriate finishes full height to the ceiling.
- Demising walls shall have a vapor barrier to prevent odor migration.

2.10.2.c CEILINGS

- Visible service area ceilings should be consistent with the overall store design.
- Tenant is required to provide a gypsum board ceiling above the remaining service areas.
- Access panels are required in the Tenant's ceiling for access to Tenant's signage, j-boxes, valves, etc. Careful attention must be paid to the location and detailing of the panel in order to conceal panels from public view. Locations of neon sign transformers should be coordinated with panel locations.
- Kitchen area shall be scrubbable and meet local health code requirements.

2.10.2.d COUNTER SURFACES

- Metal: Clear lacquer finish is required on natural metals other than stainless steel to prevent tarnishing.
- Stone: Sealant is required on natural stone to prevent staining.
- Glass/glass block: Clear, leaded, stained, etched, beveled, fritted, crackled or textured glass is allowed.
- Casework: Quality hardwood, stained and sealed, or enamel painted.
- Porcelain, ceramic tile, terrazzo, glass tile: May be glazed or natural.

2.10.2.e COUNTERTOPS

- Countertops are to be solid surface such as Corian or similar solid-surface material only.

2.10.2.f LIGHTING

High-quality incandescent lighting is required to accentuate the presentation of food. Recessed can lights, pendant lights and track lighting may be used to light the counters and service areas. All light fixtures must be submitted to the Landlord for approval. Compact fluorescent may not be used unless approved by Landlord.

2.10.2.g PROHIBITED MATERIALS

- Plastic laminates
- Merchandising systems
- Other material deemed unacceptable by the Landlord

Signage and Graphics

3.1 Signage and Graphics Criteria

Scottsdale Quarter is intended to look, work and feel like a premium shopping district, of which the tenant signs are a vital contribution. Uncontrolled signs can quickly create a visual and verbal jungle and fail in their goal to communicate effectively, in turn undermining overall cohesiveness. The ultimate goal is to produce a consistent collage of signs that tastefully inform, delight and stimulate the shopper while fitting in seamlessly with the context of the environment.

Due to the variety of architectural treatments within Scottsdale Quarter, each storefront sign will be carefully considered in relationship to its particular location. What may be appropriate in one location may not work in another. All sign materials must be consistent with the design theme, enhancing the storefront and evoking a positive retail image as well as reinforcing the high contrast of color present throughout the project renovation. Each proposed sign will be evaluated on its originality and compatibility with the neighboring signs, and its overall image within Scottsdale Quarter.

3.1.1 Sign Types

The following sign types will be part of the master plan:

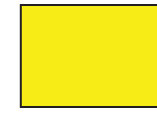
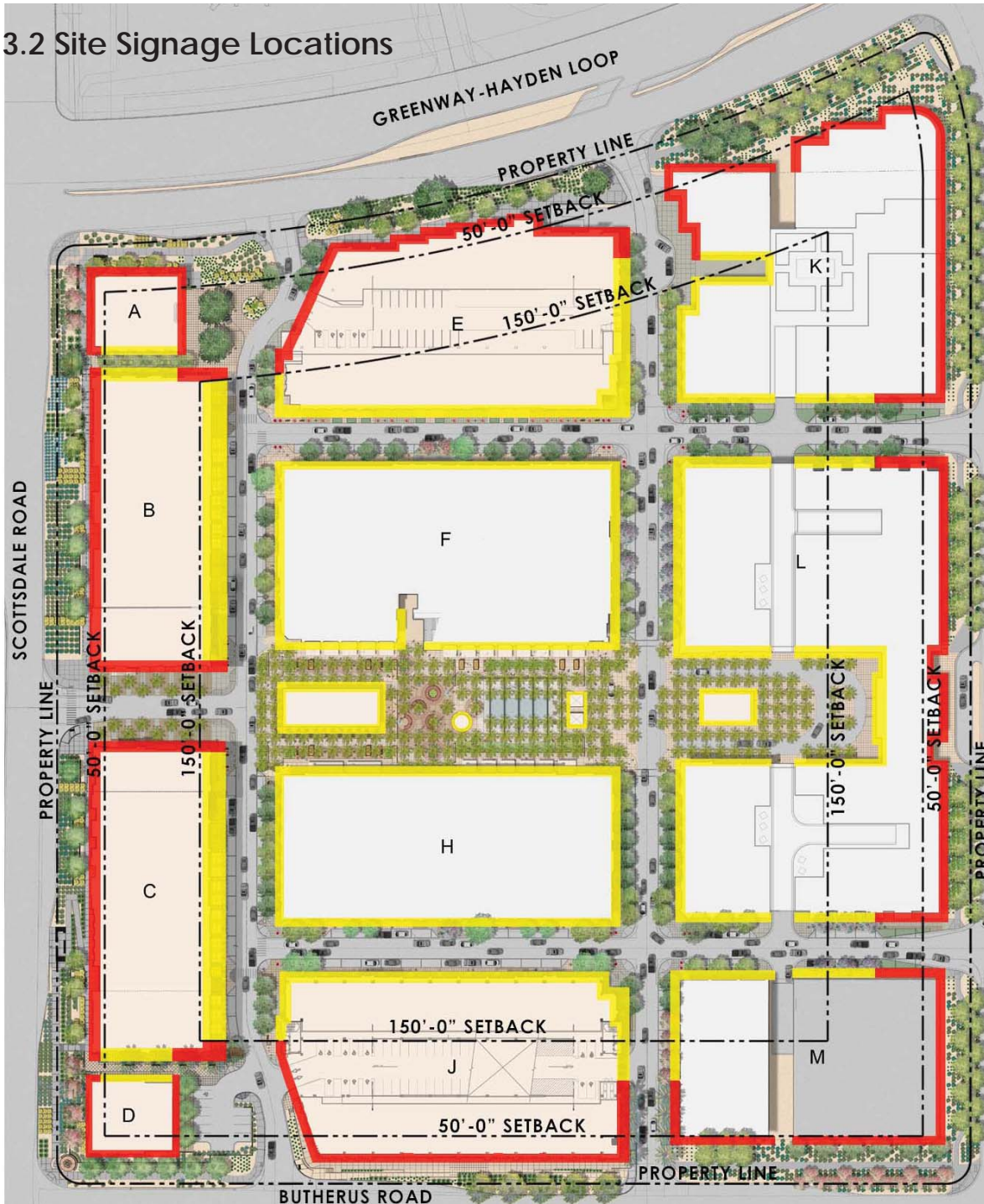
1. Suspended Canopy Sign (T1)
2. Standing Canopy sign (T2)
3. Projecting Sign (T3)
4. Building Wall Sign (T4, T5 T6)
5. Fascia/ Glass Mounted Sign (T7)
6. Windows Signs & Graphics (T8)
7. Awning Sign (T9)
8. Printed Menu Display (T10)
9. Banners (T12)
10. Stop Sign w/ Street Name
11. Stop Sign w/ Direction
12. Directory Sign
13. Column Sign
14. LED Garage Counter

Sign permits will be required for all signs.

The Landlord reserves the right to disapprove any sign design which is not compatible with these criteria and the aesthetics of Scottsdale Quarter. Exceptions to these specifications are extremely rare and may be considered if, in the Landlord's opinion, the sign design is of exceptional merit and architectural quality. Such exceptions must be approved in advance by the Landlord. As with all undertakings, the ultimate success of Scottsdale Quarter depends on the positive contributions of all participants.

3.2 Not Used

3.2 Site Signage Locations



All sign types are permitted



Restricted- all sign types are permitted EXCEPT T3 - Projecting Signs.

- All T12 Banner Signs must be located BEHIND the 50'-0" setback line.
- All Directory signs must be located BEHIND the 150'-0" setback line. Any advertising must be oriented to the INTERIOR of the project.
- All tenants with one (1) elevation facing a public street and a second elevation facing interior to the project are allowed a sum total sign area of two (2) square feet for each one (1) lineal foot of building frontage.
- All other tenants are allowed a sum total sign area of one and one-half (1 1/2) square feet for each one (1) lineal foot of building frontage.

The Tenant's sum total sign area is measured by the Building Front Foot or Building Frontage. The Building Front Foot or Building Frontage is the maximum width of the projected building elevation measured on a straight line and is visible from the street or a straight line parallel, which has the primary entrance. In the event that the building fronts are on two or more streets, the tenant shall be given the option to select one (1) front for the purposes of computing the allowable sum total sign area.

3.3 Signage Program

3.3.1 Project Signage Standards

1. Project signage shall be governed by the City's sign code. All such signage is subject to the prior, written approval of the Landlord.
2. All signage must meet structural and construction standards.
3. All signage shall be installed by a licensed sign contractor or a licensed Class A or Class B contractor.
4. All electric signage shall require separate electrical sign permits.

3.3.2 Conflicts

In the event of a conflict between this section of the Tenant Design Criteria Manual (chapter 3) and the rest of the Tenant Design Criteria Manual, this section shall take precedence.

3.3.3 General Signage Requirements

1. Imaginative sign layouts are encouraged. Adaptation of current sign practices may be necessary in order to comply with these criteria.
2. Landlord approval of sign shop drawing submittal is required prior to fabrication or installation. In accordance with City

requirements, all signage must comply with the City of Scottsdale's sign ordinance.

3. Sign wording is limited to the Tenant's trade name and shall not include specification of merchandise sold or services rendered, regardless of the Tenant's legal name. Corporate crests, logos or insignia may be acceptable pending the Landlord's approval and provided they are part of the Tenant's name.
4. Signs shall be integrated into the building architecture and be compatible with the color and material palette of the individual tenant. Letter size and location must be proportional to the overall storefront design and compliance with design district criteria. Note: Letter dimensions of greater proportions may be considered if, in the Landlord's opinion, the sign design is of exceptional merit and architectural quality.
5. Signs are to remain on during shopping center business hours. Signs are to be controlled by a time clock and must be on a separate circuit from other lighting.
6. Advertising placards, banners, pennants, names, insignia, trademarks and other descriptive material may not be attached to the storefront or glazing.
7. Signs can be externally illuminated, halo-illuminated or internally illuminated, depending upon the sign type. Halo-

illuminated components must be contained wholly within the depth of the letter.

8. All illuminated signs shall be required to meet the standards set forth in the City of Scottsdale lighting ordinance and sign code.
9. Premium quality fabrications are required. Hums, flickers and light leaks are not permitted. Attachment devices, bolts, clips, threaded rods, fasteners, tubes, raceways, conduit and other mechanisms are to be concealed from view or painted to match mounting surface.
10. All required labels must be inconspicuous with the exception of permit labels which must be permanently adhered in a visible and accessible location at the time of inspection in accordance with the City of Scottsdale's sign ordinance, section 8.308.
11. The following sign types are encouraged:
 - Reverse-pan channel neon (for halo lighting)
 - Internally-illuminated routed wall plaque with frosted plexiglass letters pushed through.
 - Edge-lit, sandblasted glass (continuous edge light source, no spotlights)
 - Cast metal letters, raised or flush with fascia surface.

- Screen-printed glass or metal panels.
- Indirect illumination on non-internally illuminated signs.

12. Grommets with backing are to be provided at fascia or other penetrations.

3.3.4 Prohibited Signs

The following signs are prohibited:

- Exposed neon and neon recessed in open metal channel letters. Glare from neon is also not allowed. Only reverse-pan channel neon (for halo lighting) is allowed. Rheostat controls are to be integral with transformers for Landlord adjustment.
- Vacuum formed or injection-molded plastic signs.
- Cabinet, box or "can" signs with illuminated translucent backgrounds and silhouetted letters.
- Temporary or "sales" signs attached to storefront.
- Freestanding tripod signs or freestanding "sandwich board" signs.
- Flashing, scintillating, moving, sequencing, audible or odor-producing signs.
- Paper, cardboard and styrofoam signs.
- Credit card and advertising placards, decals, stickers or trademarks.
- Manufacturer labels.
- Carpet or rubber entry mat signs

- Internally illuminated awnings
- Other signs deemed unsuitable by the Landlord.

3.4 Sign Design Criteria

3.4.1 Calculating Allowable Area

1. The total sign area allowed for each tenant is one and one half (1 1/2) square feet for each one lineal foot of building frontage.
2. A tenant with one (1) elevation facing a public street and a second elevation facing interior to the project is allowed a sum total sign area of two (2) square feet for each one (1) lineal foot of building frontage.

3.4.2 Individual Sign Area Calculation

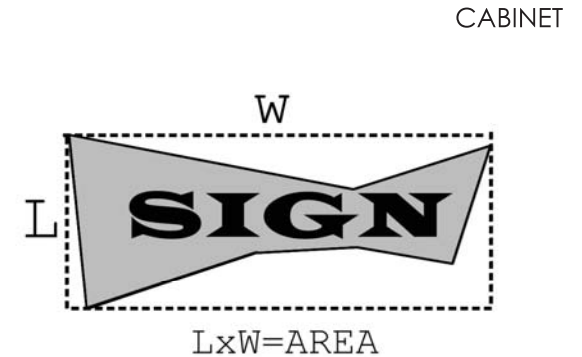
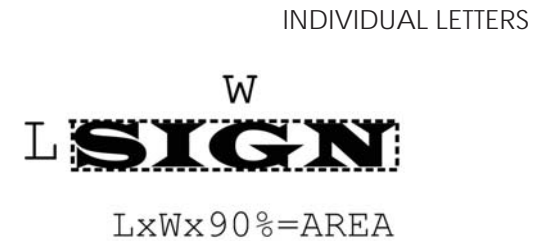
Under the definition of "Sign Area" in section 8.200 in the City of Scottsdale's Sign Ordinance, the area of any sign that has individual letters is the area enclosed within the smallest regular geometric figure needed to completely encompass all letters, insignia or symbols of the sign, calculated at 90% area. For signs other than individual letters, words, insignias, or symbols, the area is the total area of the face or the total area within the outer edge of any existing border of the sign.

In case of an irregularly shaped sign or a sign with letters or symbols directly affixed or painted on the wall of a building, the area of the sign is the entire area within a single continuous rectilinear perimeter or not more than eight straight lines enclosing

extreme limits of any writing, representation, emblem, or any figure of similar character, together with any material or color forming an integral part or background of the display if used to differentiate such sign from the backdrop of structure against which it is placed. But if a freestanding sign structure is not a fence which functions as such, the sign area shall be the area of the entire structure.

While there are several sign types outlined in this manual, it is discouraged that a single tenant use all of the allowable sign types to identify its space.

EXAMPLE:



3.4.3 Sign Lighting

1. Electrical service to Tenant's signs shall be from Tenant's electrical service and on a 24- hour time clock, operation times to be determined by Landlord.
2. All proposed lighting schemes shall be included in Tenant's submission to Landlord for approval prior to construction or installation.
3. All external sign lights must be aimed downward except the canopy sign type in section 2.3.5.
4. All illuminated signs shall be required to meet the standards set forth in the City of Scottsdale's lighting ordinance and sign code.
5. The Tenant is responsible for all signs, permits, power sources, connections and installations.
6. All raceways, transformers, ballasts, o.k. housings, conduit, boxes, electrode boxes and other wiring shall be concealed from public view.
7. Exposed crossovers between letters or words are not permitted.
8. Metal sign material, fastenings and clips or all types shall be hot-dipped galvanized iron, stainless steel or brass. Black iron materials of any type are not permitted.
9. Labels on exposed sign surfaces are not

permitted, except those required by local ordinances. Any required labels must be inconspicuous.

10. All electrical sign components must be U.L. Rated.
7. Tenants shall follow all additional General Requirements listed.
8. Tenant storefronts located within the Project Interior Building Sign Zone may increase their maximum allowable sign area by one-third.

*Tenant shall reimburse Landlord for the costs of materials and installation of the suspended canopy signs. Suspended Canopy Signs are mandatory for Scottsdale Quarter Retail, Restaurant, & Entertainment Tenants.



3.5 Storefront Signs

3.5.1 SIGN TYPE T1: SUSPENDED CANOPY SIGNS

Double-sided suspended canopy signs may occur in locations where the Landlord has provided architectural canopies as part of the base building. Armature for suspended canopy signs should be constructed as a rigid element, not allowing the sign to swing. Suspended signs should display the tenant's unique identity (logo) while evoking the sense of contemporary high craftsmanship and design sensitivity. The tenant shall submit the design of the proposed logo application on the standardized sign for review according to the procedures outlined.

One (1) suspended canopy sign is permitted per store frontage.

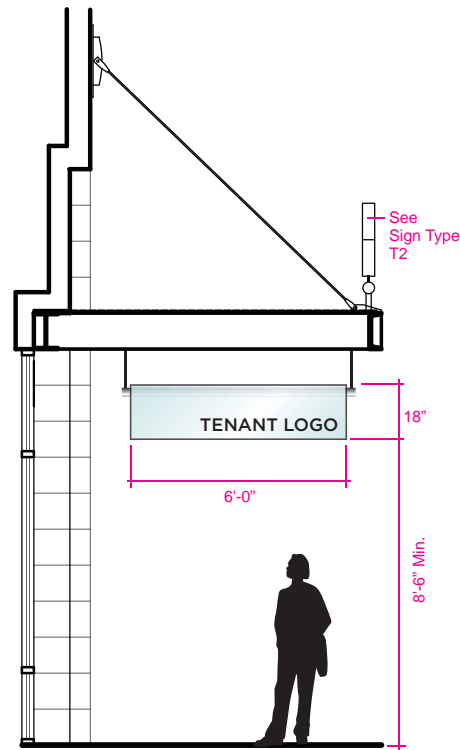
Size: Max. 6ft. x 2ft.

Illumination: Projecting signs may be externally illuminated with appropriately designed lighting outriggers.

Mounting restrictions: A consistent distance from the bottom edge of the suspended sign to the finished pedestrian surface shall be 8'-6" for canopy signs (A) and 10'-0" for

arcade signs (B).

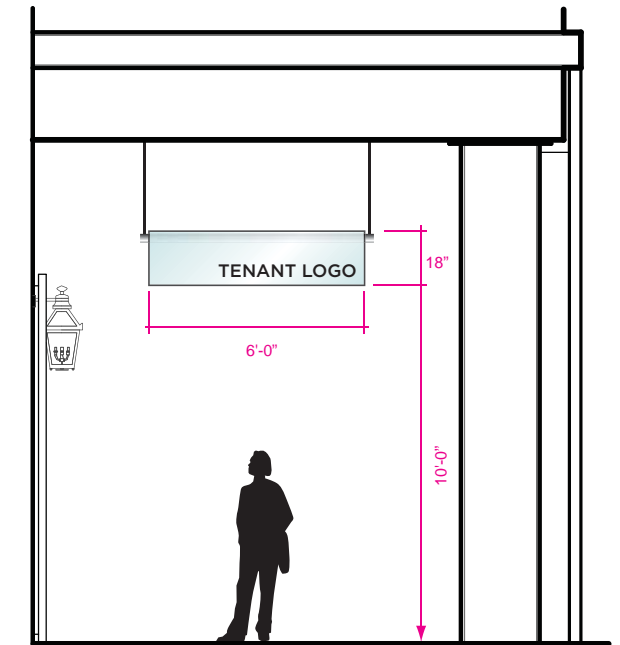
At certain locations, Landlord will make suspended canopy signs available to the tenant for a fee. Contact Landlord for details



A. Typical Canopy Condition

•Per section 8.501.VII of the City of Scottsdale's Sign Ordinance, suspended canopy signs will count towards the tenant's sum total sign area and it's respective allowable size per elevation.

•All signs must be in compliance with Area Allowed by the City of Scottsdale Sign's Ordinance Sections 8.501.A.2 and 8.5 01.A.3



B. Typical Arcade Condition

6ft x 1.5ft Shown, max. 6ft x 2ft allowed

**3.3.2 SIGN TYPE T2:
STANDING CANOPY SIGNS**

Standing canopy signs are located above the storefront and/or entry doors, parallel to the building facade and mounted at the leading edge of the canopy. The sign should convey the tenant's unique identity (logo) and create a unified design with the tenant's storefront display. Standing canopy signs should express characteristics which evoke a sense of contemporary high craftsmanship and design sensitivity.

Maximum Sign Area: No more than 36 square feet.

To keep the scale and proportions of the project, Standing Canopy signs shall have a maximum letter height of 40".

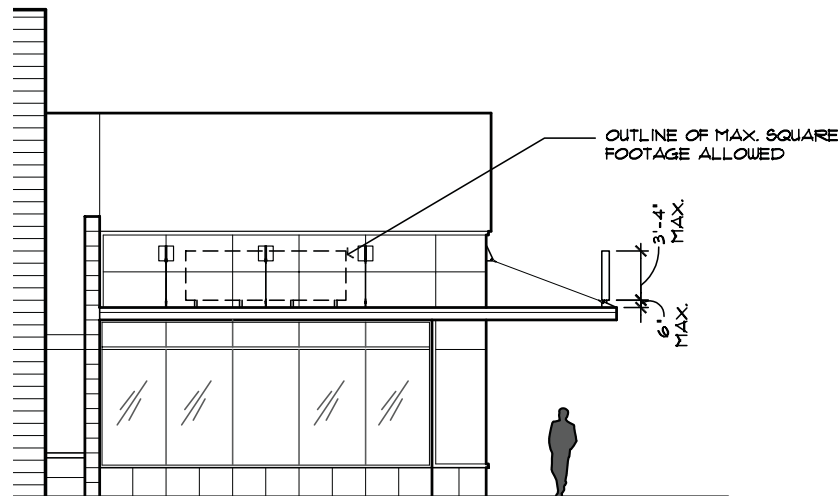
Lighting: All standing canopy signs shall not be internally illuminated. See Section 2.3.5 for illumination of standing canopy signs.

Mounting Restrictions: The bottom of the sign shall be 6" from the top edge of the canopy. Letter forms shall not extend beyond the face of the canopy.

Exposed raceways are not allowed and cabinet signs shall not be used.

Standing Canopy Signs shall not be used on the same storefront as a building wall sign for the same tenant.

- Per section 8.501.VII of the city of Scottsdale's Sign ordinance, Standing Canopy Signs will count towards the tenant's sum total sign area and it's respective allowable size per elevation.
- All signs must be in compliance with Area Allowed by the City of Scottsdale's Sign Ordinance Sections 8.501.A.2 and 8.501.A.3.



**3.5.3 SIGN TYPE T3:
PROJECTING SIGN**

The tenant may utilize a double-sided projecting sign that is mounted perpendicular to the building for additional identification. The connection for projecting signs should be constructed as a rigid element not allowing the sign to swing. Projecting signs should display the tenant's unique identity (logo) while evoking the sense of contemporary high craftsmanship and design sensitivity. The tenant shall submit the design of the proposed logo application on the standardized sign for review according to the procedures outlined. The sign area for the projecting sign will be counted against the Tenant's overall sign area allowance.

One (1) projecting sign is permitted per each fifty (50) lineal feet of store frontage. Such sign shall not be located within twenty (20) feet in any direction of another projecting sign on the same building wall.

Maximum Sign Area: 36 square feet.

Illumination: Projecting signs may be internally or externally illuminated with appropriately designed lighting outriggers. Light boxes with acrylic faces, exposed neon or similar tube-type illumination will not be permitted.

Mounting restrictions: Tenant projecting signs shall not project from the building face more than a maximum of 4'-0". No part of such sign may extend above the top of parapet on the building to which it is attached. Such sign may extend in front of the leasehold of any adjacent tenant. Sign shall be mounted a minimum of 8'-0" above sidewalk. Sign shall be oriented so that it is not visible from any public street or highway.

- Per section 8.501.VII of the City of Scottsdale's Sign ordinance, Projecting Signs will count towards the tenant's sum total sign area and it's respective allowable size per elevation.

- All signs must be in compliance with Area Allowed by the City of Scottsdale's Sign Ordinance Sections 8.501.A.2 and 8.501.A.3



3.5.4 SIGN TYPE T4 BUILDING WALL SIGN

In addition to other sign types, tenants may also have wall-mounted signs facing outer public roads. Wall signs are parallel to the building facade/walls and should not project more than twelve (12) inches from the wall. The sign should convey the tenant's unique identity and create a unified design with the tenant's storefront display. Wall signs should express characteristics that evoke a sense of contemporary high craftsmanship and design sensitivity. The tenant shall submit the design of the proposed sign for review according to the procedures outlined.

Maximum Sign Area: the total area of all wall signs may not exceed 15% of the area of that portion of the building face between the ground level and the roof line or a line twenty-five feet above grade level, whichever is less. The length of a wall sign shall not exceed seventy percent of the length of the wall or the width of the leased space which it is located, whichever is less.

Mounting restrictions: Wall signs shall not extend beyond the roof line of a building except as permitted on a parapet wall. No part of a wall sign shall be located more than twenty five feet above grade.

- Per section 8.501.VII of the City of Scottsdale's Sign Ordinance, Building Wall Signs will count towards the tenant's sum total sign area and it's respective allowable size per elevation.

- All signs must be in compliance with Area allowed by the City of Scottsdale Sign Ordinance Sections 8.501.A.2 and 8.501.A.3.



**3.5.5 SIGN TYPE T5:
NOT USED**

**3.5.6 SIGN TYPE T6:
UPPER TENANT WALL SIGN**

Upper level Tenants may use, after permitted, a wall sign located on the upper wall of the building.

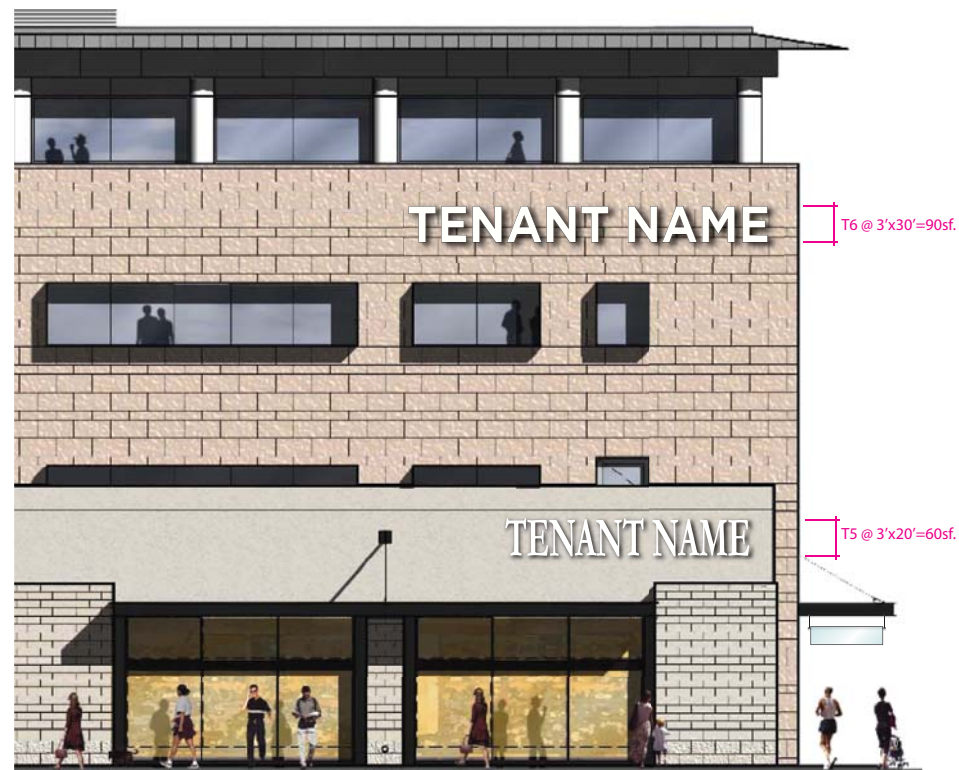
Maximum Sign Area: 90 square feet, not to exceed 3'-0" in height. Text version of logo is recommended.

Illumination: Anchor tenant Wall Signs are to have a translucent letter face with LED internal illumination, with halo illumination on the back wall.

No wall sign shall exceed 250 feet above grade.

- Per section 8.501.VII of the City of Scottsdale's Sign Ordinance, Anchor and Upper Tenant Wall Signs will count towards the tenant's sum total sign area and it's respective allowable size per elevation.

- All signs must be in compliance with Area Allowed by the City of Scottsdale's Sign Ordinance Sections 8.501.A.2 and 8.501.A.3



- For an Office Tenant to qualify for exterior building wall signage, the Office Tenant must occupy a minimum of 50% of the building floor area of the floor Tenant is occupying.
- Number of Wall Signs: The Office Tenant shall be allowed one (1) exterior wall sign. The Office Tenant shall only place a sign on the Building they are currently occupying.
- Location of Office Signage will be determined by the Tenant's occupied square footage, available building exterior wall sign locations and/or as shown per the Tenant's Lease exhibit.

3.5.7 SIGN TYPE T7

FASCIA /GLASS MOUNTED SIGNS

Fascia-mounted signs are located above the storefront display windows and/or entry doors, parallel to the building facade. The sign should convey the tenant's unique identity (logo) and create a unified design with the tenant's storefront display. The tenant shall submit the design of the proposed logo application on the standardized sign for review according to the procedures outlined.

Mounting Restrictions: Wall-mounted fascia signs shall not overlap or cover building features such as cornices, eaves, windows, door frames, columns and other decorative elements. Wall-mounted letterforms shall not project more than 8" from the building. Where non-illuminated sign types are considered, the following restrictions shall apply:

- Individual dimensional letters mounted directly to wall surface shall be at least 1/2" thick on 1/2" spacers, or 1" thick if directly applied.
- Letters formed from thin metal plate or similar materials shall be pin-mounted at least 1" from the signing surface.
- The landlord requires external (spot) illumination for non-internally illuminated signs.

- Per section 8.501.VII of the City of Scottsdale's Ordinance, Fascia/Glass Mounted Signs will count towards the tenant's sum total sign area and it's respective allowable size per elevation.

- All signs must be in compliance with Area Allowed by the city of Scottsdale Sign Ordinance Sections 8.501.A.2 and 8.501.A.3.



3.5.8 SIGN TYPE T8 WINDOW SIGNS & GRAPHICS

The tenant may apply a logotype, a logo or a decorative type band to the second surface of storefront glazing. Window signs are meant to be subordinate to the primary identity signage; type bands are to provide additional information such as goods or services provided or a changing marketing campaign. Appearance should be subtle and toned down.

The suggestion for applying second surface display window signage or type bands is screen printed inks or vinyls. Color: White.

3.5.9 SIGN TYPE T9 AWNING SIGNS

Some Tenants will have the opportunity to have additional signage placed on storefront awnings. The colors, finishes and materials used should convey the tenant's unique identity and create a unified design with the tenant's storefront display. The tenant shall submit the design of the proposed sign for review according to the procedures outlined as follows:

- Awning signs are to be graphics composed of logos, crests and accent graphics.
- All signage elements should be silk-

screened or fabric appliqué type to fabric awning surfaces.

- Metal awnings should be silk-screened or cut vinyl rated for exterior use.
- Per Section 8.412.IV of the City of Scottsdale's Sign Ordinance: if sign letters or logos are placed on the awning valance, no letters or logos may be placed elsewhere on the awning.

3.5.10 SIGN TYPE T10 PRINTED MENUS-DISPLAYS

(For Restaurant Tenants Only)

The tenant has the option of displaying the printed table menu in a tamper resistant enclosure fabricated in materials appropriate to the restaurant design. Menus adhered to the backside of storefront glazing are prohibited.

3.5.11 SIGN TYPE T11 NOT USED

3.5.12 SIGN TYPE T12 BANNERS

Seasonal and special event banners shall be allowed in accordance with the following:

1. The design, location and mounting method for such banners shall be as approved by the development review

board.

2. Such banner may contain both graphics and text.
3. The maximum area of such banner shall be thirty-two (32) square feet.
4. Such banner shall be mounted at a minimum height of eight (8) feet as measured from grade to the lowest portion of the banner.
5. Banners shall be of a new material and shall be displayed a maximum of fourteen (14) days before removal.
6. Such banner shall be mounted securely and shall not be allowed to flap in the wind.
7. No rope, wire, or similar material shall be used to secure such sign.
8. Such banner shall be oriented to the interior of the project and shall be set back a minimum of fifty (50) feet from the perimeter property lines of the project so that it is not visible from any public street or highway.
9. Seasonal and special event banners shall require a sign permit.
10. Banners will be approved by the Landlord prior to placement. Banners will be placed by Landlord.

Drawing Submission and Approval Procedure

Please follow the instructions and procedures in the following sections of this Tenant Handbook to expedite the necessary approvals and subsequent completion of your premises. Particular attention should be paid to the design and construction checklist and architectural criteria sections. Your careful attention to the procedures and criteria outlined in this manual will help to insure expedient approval of your store.

4 Tenant Information Package

Landlord shall provide Tenant one (1) copy of the Tenant Handbook and Signage Criteria Manual (hereinafter referenced as the "Tenant Handbook") for Tenant's use in designing and constructing Tenant's Work within the premises. Prior to commencement of any design or engineering activities, Tenant and Tenant's architect shall make a physical onsite inspection of the premises to verify the location, as-built conditions and actual dimensions. Failure to do so shall be at the sole risk and expense of Tenant in the event of any discrepancies.

Tenant is solely responsible for selecting an architect and engineer, licensed to practice in the STATE OF ARIZONA, to prepare complete architectural and engineering plans and specifications for Tenant's improvements within the premises. Tenant must forward a complete copy of the Tenant Information Package to the contracted architectural and engineering firms for their use. It is the responsibility of Tenant, architect and engineer to comply with all applicable codes and regulations. Tenant shall provide Landlord, in writing, the name, address and telephone number of all firms involved with the preparation of

the Tenant improvement documents. This information is to be on the cover sheet of submitted plans.

Landlord shall review and approve Tenant's plans in various stages for conformance with the provisions contained within this Tenant Handbook and Tenant's lease. The approval of Landlord, Landlord's architect and/or Landlord's engineer shall create no responsibility or liability on the part of Landlord with respect to completeness, design sufficiency or compliance of such plans and specifications with any applicable laws, rules, ordinances, directions or regulations.

The costs for all work performed by Landlord or Landlord's consultants necessitated by the lack of information on Tenant's plans including, but not limited to, architectural, structural, mechanical, plumbing, electrical, acoustical, waterproofing and civil engineering will be the responsibility of Tenant.

4.1 Preliminary Design Drawing Submittal

Tenant's preliminary submittal shall consist of the items enumerated below. Tenant's preliminary submittal is intended to familiarize Landlord's Tenant Coordinator with Tenant's basic design intentions and to correct any conflict with the Tenant Handbook prior to initiating construction documents. The purpose of this review is to accelerate the design approval process and to assure early acceptability of the proposed design and timely approval of the final construction documents. Tenant is advised that incomplete drawing submittals in the preliminary phase **will be rejected**. All design submittal documents must be delivered to Landlord's Tenant Coordinator at the following address:

Tenant Coordinator
GLIMCHER DEVELOPMENT
CORPORATION
150 East Gay Street
Columbus, Ohio 43215

Within thirty (30) days of receipt of the Design Package, the Tenant must submit to the Landlord for review and approval two (2) set of prints of preliminary drawings.

The following information is required:

1. Perspective/Axonometric sketch or photographs, or color rendering depicting actual proposed storefront
2. Storefront elevation and section indicating framing and finish materials, and sign location with dimensions (Scale: 1/2" = 1'-0")
3. Storefront sign and graphics
4. Floor plans showing demising walls, interior partitions, storefronts, doors, major display elements, cash wrap counter, finish materials and other pertinent items with dimensions (Scale: 1/4" = 1'-0")
5. Reflected ceiling plans showing ceiling type, elevation and finish, light fixture type and location, and other pertinent items (Scale: 1/4" = 1'-0")
6. Interior transverse and longitudinal sections
7. Fixture layout and circulation plan
8. 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, etc., which must be coordinated with the finish schedule on the documents) and storefront (sample board must not exceed 8 1/2" x 11" size)
9. Architectural Checklist (see Sec. 4.2)

4.1.2 LANDLORD'S PRELIMINARY REVIEW

Landlord will review and return the above drawings within twenty-one (21) business days of receipt. The plans will be marked "Approved," "Approved as Noted" or "Not Approved" and show any corrections required with the reasons for such. If the Preliminary Plans are returned marked "Not Approved," they must be revised and resubmitted within ten (10) days of receipt. Landlord and Tenant shall repeat this procedure until Tenant's preliminary submittal package receives written approval.

The Landlord is the final arbitrator of design. Any material, configuration, sign or other aspect of the store which is, in the opinion of the Landlord, detrimental, will be rejected. The Landlord reserves the right to provide final design at the Tenant's sole expense, whatever type of Storefront, if an acceptable design cannot be found otherwise.

4.1.3 CITY STAFF SUBMITTAL

Once the storefront has been approved by the Landlord, the Tenant is to submit to the City of Scottsdale for Staff Approval, prior to proceeding with construction documents. 11"x17" rendered exterior elevations will be required by the City in this submittal.

4.2 Architectural Checklist

This checklist must be submitted with a preliminary submittal.

Tenant Name: _____

Space Number: _____

Date: _____

Please complete the following:

1. Responsibility schedule for Tenant Contractor, Tenant and Landlord.
2. Floor area of lease space (square feet)
3. Storefront design type
4. Door style
5. Type and color of flooring at storefront entry
6. Signage design
7. Display zone layout
8. Type of storefront security surveillance device
9. Preliminary locations, sizing for following:
 - a. HVAC - Interior and connections to core and shell
 - b. Electrical and gas services
 - c. Plumbing systems
 - d. Exhausts
 - e. Drains

10. Locations of any proposed roof penetrations or floor penetrations
11. Locations of proposed signage and graphics
12. Any proposed uses or modifications within project or building common areas (i.e., outdoor furnishings or equipment)

Please check that the following items are included in your preliminary submittal:

1. Floor plan at 1/4" = 1'-0"
2. Storefront Elevation
3. Storefront Section
4. Reflected Ceiling Plan
5. Perspective Rendering
6. Photograph
7. Key Plan

4.3 Construction Document Submittal Document Processing

Within thirty (30) business days after receipt of Landlord's approval of Tenant's preliminary design drawings, Tenant shall submit to Landlord construction documents for the improvement of the premises. These documents, consisting of working drawings and specifications, shall be prepared in compliance with all lease exhibits and shall adhere to Tenant's preliminary design drawings as previously approved.

Tenant shall submit to Landlord's Tenant Coordinator one (1) set of prints in a clear and appropriate scale of the following and a material and finish sample board:

1. Architectural Documents
 - A. Key Plan showing location of demised premises within SCOTTSDALE QUARTER.
 - B. Floor Plan indicating demising walls, storefront/mall entry, interior partitions, doors, wash room and plumbing fixtures, merchandising and display fixtures, floor finishes, materials, dimensions and the location and weights of heavy equipment (safes, equipment cases, refrigeration equipment, etc.).
 - C. Reflected Ceiling Plan showing

ceiling heights, soffits, lighting layout/ fixtures, materials, finishes, dimensions, HVAC diffusers and return air grilles, sprinkler heads and relationship to major floor elements.

D. Store Sections indicating ceiling lights, wall elevations, finish materials, display fixtures and dimensions.

E. Interior Elevations indicating proposed material, finishes, dimensions and wall-mounted display fixtures.

F. Storefront Plan, Elevation and Sections indicating all proposed materials, finishes, fixtures, bulkheads, signage, graphics, dimensions and structural elements and connections.

G. Storefront Detail (in an appropriate scale) indicating finish, material and color schedule including a material and finish sample board.

2. Electrical Documents

A. Floor Plan indicating lighting and power.

B. Reflected Ceiling Plan indicating lighting layout.

C. Fixture schedule with lamp specifications, symbols list, panel schedule and complete load schedule.

D. Single line diagram which includes

the size of the main service, switch, conduit size from the main service switch and wire size and type from the main service switch.

E. Electrical panel board schedule including circuit breaker sizes.

F. Electrical load calculations.

G. Plan of fire alarm devices for food Tenants.

H. Plan of telephone and, if applicable, sound and security systems.

3. Plumbing Documents

A. Floor Plan showing all fixtures with specifications, piping and all connections to Landlord's utility systems including fixtures with disconnected (air gap) drains.

B. Schematic diagram of water service within the premises.

C. Schematic diagram of sewer service within the premises.

D. Schematic diagram of gas service, if applicable.

E. Utility load demands for gas, water and sewer in applicable GPM, GPD, inches of water column, etc., as applicable.

F. Grease interceptors for Restaurant Tenants are required

4. Heating, Ventilation and Air Conditioning Documents

A. Reflected Ceiling Plan showing supply and diffuser registers.

B. Plan of air distribution ductwork.

C. Equipment schedule with specifications and air balance schedule with specifications.

D. Schedule of mechanical loads, equipment and equipment locations.

E. Roof Plan indicating unit locations, penetrations, curb details, flashing and roof patch details.

5. Fire Protection Documents

A. Reflected Ceiling Plan indicating height of ceilings, location of dropped soffits and other elements that would affect sprinkler coverage.

B. Plan showing location of existing sprinkler head grid with main and branch pipe sizes as provided by Landlord.

C. Plan showing relocated heads and branch piping by Tenant.

D. Plan showing location of special sprinkler head finishes and sprinkler types.

6. Structural Documents

A. Key Plan or Floor Plan and/or Roof Plan indicating locations of

floor and/or roof openings and/or structural modifications and/or any new equipment requiring structural support.

B. Details and sections of required structural supports for each modification, each floor/ deck/roof opening and each item of supported equipment.

C. Structural calculations to support design assumptions and details.

4.4 Landlord's Final Review

After review of Tenant's Construction Drawings and Specifications, Landlord will return one (1) set of prints with comments to the party submitting plans for approval on behalf of the Tenant, indicating approval or disapproval. If Construction Drawings are returned to the Tenant marked "Not Approved," the Tenant shall revise and resubmit Construction Drawings to the Landlord for approval within ten (10) days of their receipt by Tenant. Any revisions to the "Not Approved" Construction Drawings must be approved in writing by the Landlord before commencing work.

4.5 Building Codes & Local Jurisdiction Approval

Tenants have total responsibility for compliance with all Federal, State and Local Codes and Ordinances. Approval by local jurisdiction in no way constitutes approval by Landlord described above.

4.6 A.D.A. Requirements

Tenant, Contractors, and Architects must comply with all state and local A.D.A. requirements.

4.7 City Submittals

Two (2) sets of plans, signed and sealed by Arizona licensed architect and consultants. All submittals must be Landlord approved with stamp at the property level before City submission. If applicable, include structural calculations. Plans must be delivered in person to the CITY OF SCOTTSDALE.

Technical Information

5.1 Structure

Tenant's architect shall indicate on Tenant's plans (referencing column lines and the structural support members) the precise location, size and weight of all rooftop equipment and wall-mounted fixtures. Alterations, additions or reinforcements to Landlord's structure required to accommodate Tenant's Work must have Landlord's written approval. All structural connections must be designed by Tenant's structural engineer, including permitting documents, and be constructed at Tenant's expense. All structural plans must be stamped by an engineer licensed in the State of Arizona.

In the event Tenant is suspending or providing additional equipment loads onto Landlord's structure, Tenant shall provide plans from a licensed structural engineer for review at Tenant's sole cost and expense. Equipment plan submittals shall include:

1. The exact location and dimensions to column lines;
2. The penetration size and required reinforcements to Landlord's structure;
3. The exact size and outline of all curbs with the actual weight (including that of equipment, ducts, shaft, etc.)

and bearing loads on the structure at each location;

4. The location of existing structure and additional reinforcement required accommodating Tenant's equipment weight; and
5. Details of Landlord-approved curbs, sleepers, straps, struts, braces, roof jacks and penetration flashing and their appropriate relation to Tenant's equipment.

Landlord, at its sole discretion, may require that any modifications to the building facilities structure or roof to accommodate Tenant improvements be performed by Landlord at Tenant's expense.

5.2 Roof

Access to the building roof is restricted to Landlord's personnel and Landlord's designated contractors only. No Tenant contractor or subcontractor will be permitted on the roof unless written permission has been obtained from Landlord.

Tenant is required to use Landlord's roofing contractor for all re-roofing and patching procedures. Contact the building Operations Manager for approved roofing contractors.

Locations of all roof penetrations must be reviewed and approved by Landlord, in writing, prior to commencement of work. All rooftop equipment and openings must have designed and structurally engineered structural support.

No fans, HVAC units, vents, louvers, grilles, ducts, other devices or equipment will be installed on the roof without Landlord's prior written approval.

Condensation and drain lines shall not be run horizontally on the roof surface and must be plumbed to the sanitary waste drain within Tenant's space per code.

All conduit or pipe penetrations must be not less than ten inches (10") but not more than fourteen inches (14") from the equipment curb.

All piping will have pitch pan pocket or cone metal flashing.

Conduit shall not be run horizontally on the roof surface. All conduit shall penetrate the roof at the roof equipment location and be routed to Tenant's space below the roof.

No wood sleepers of any kind will be allowed.

When locating restaurant supply and return air ducts at the roof level, special consideration shall be given to the distance between air intake ducts and exhaust ducts. The direction of discharge from exhaust vents should be such to prevent odors from entering other systems. No exhaust or vent will be located within fifteen feet (15'-0") of any rooftop supply or air intake.

Tenant to install grease guard as manufactured by Facilitec, 180 Corp. Drive, Elgin, IL 60123. Contact Joe Murawski at 800.284.8276 ext. 103.

5.3 Walls

Tenant's corridor wall is to be I.B.C. one (1) hour rated wall system. This shall consist of two (2) layers of 5/8" Type "X" gypsum board each side of four-inch (4") wide, 20 gauge metal studs at twenty-four inches (24") on center. Walls shall be full height from concrete or finished floor to underside of deck. Tenant is to provide two (2) layers of 5/8" Type "X" gypsum board at Tenant's side of the corridor or demising wall and sound attenuation within the wall. The top of the wall and all penetrations through the wall shall be fire caulked per code requirements.

Tenant's demising walls are to be I.B.C. one (1) hour rated wall system. In common Tenant walls (walls between Tenant leasehold areas), partitions shall be one (1) layer of two (2) layers of 5/8" Type "X" gypsum board on each side of four-inch (4") wide, 20 gauge metal studs at sixteen inches (16") on center. Walls shall be full height from concrete or finished floor to underside of deck. Tenant is to provide one (1) layer of 5/8" Type "X" gypsum board on Tenant's side of the demising wall and sound attenuation within. The top of the wall and all penetrations through the wall shall be fire caulked per code requirements.

Projections may occur where demising partitions fall on structural column lines, at structural braces, structural expansion joints or pipe chases.

Tenant shall sound treat Tenant's side of a demising wall common with an adjacent Tenant. Treatment shall consist of one-half (1/2) of an approved rated assembly having a STC classification of 50 or better. Some retail tenant types will be required to provide additional sound insulation inside the demising walls to protect neighboring Tenants from above-normal noises.

In situations where the gypsum board exists on Tenant's interior, Tenant shall remove, patch and repair as necessary to accommodate Tenant's new improvements. Tenant shall patch wall finish and restore the wall to protect required fire rating.

Tenant is not permitted to construct masonry walls. Tenant shall install gypsum board or other approved finishes on Tenant's side of existing masonry walls.

Penetration of exterior walls by Tenant will not be permitted except as approved, in writing, by Landlord prior to commencement of such work.

All interior partitions shall be framed metal stud walls, Approved finishes shall be gypsum board, pressed or sheet metal, thin stone or other such high quality materials.

Tenant shall provide gypsum board at interior side of demising walls.

All finishes shall have a minimum Class II flame spread rating or have a fire retardant treatment.

No wood framing is allowed in Scottsdale Quarter.

5.4 Floors

Chipping, channeling or cutting of the concrete floor on the upper levels shall not be permitted. Coring or penetrations of the structural floor will be permitted only with Landlord's prior written approval and floor x-rays at Tenant's expense. Damage to existing utilities within the slab will be repaired at Tenant's expense.

Anchor bolts for roll-down grille column supports may penetrate the slab up to one and one-half inches (1 ½") in depth. Column supports for roll-up grilles shall be full floor to deck height.

For Tenants located on the lower level, after Tenant's slab plumbing lines have been installed and inspected, Tenant shall install a four-inch (4") concrete floor (2,500 PSI strength, 150 PCD density minimum) with 6x6 W2.9 x W2.9 W.W.F. over 4" of ABC Fill. The new slab shall be flush and smooth with existing.

Floor feathering will be permitted up to one inch (1") deep with Landlord's written approval. Floor feathering will not be permitted in slabs over structural girders,

beams or shear studs. Tenant shall submit a floor feathering proposal to Landlord for review by Landlord's structural engineer.

The structural system on the upper levels of the buildings have been designed to carry, and Tenant shall not exceed, a load of sixty-six (66) pounds per square foot. Concentrated loads on the lower level shall not exceed three hundred (300) pounds per square foot. Tenant shall submit specifications and weight of any proposed safes, equipment or other concentrated loads. Any unusual weight loads must be brought to Landlord's attention prior to Tenant's final drawing submittal. This requirement also applies to Tenant store fixtures and furniture.

If it is likely the floor of Tenant's premises will be exposed to liquids, either accidental or for cleaning purposes, Tenant shall provide adequate waterproofing protection beneath its finish flooring, specifically Nobleseal or equivalent. Tenant shall sleeve, fire stop, flash and caulk all penetrations of floor so that odors or liquids will not penetrate the slab openings. Such sleeves shall extend two inches (2") above the finish floor and be installed according to

the standard project details. All floor shaft openings to be installed by Tenant, if any, shall have six-inch (6") high enclosing curbs integral with Tenant's floor and partition construction in accordance with the standard project details. This requirement shall apply to any store toilet room or janitor closet.

5.5 Ceilings

All lay-in ceilings shall meet the specifications listed herein. A noise reduction coefficient of 60 to 70 minimum room-to-room attenuation factor of 400 decibels, a flame spread of 0 to 25, smoke development of 1-15 and full contribution of 1 to 25, tested in accordance with ASTM E-84. Tenant is to designate on its plans and/or specifications the type of tile rating requirements as listed in the UL Building Materials Directory.

All ceiling systems shall be the accessible type or access panels shall be provided by Tenant as required by Landlord to gain access to pull boxes, dampers, valves, etc. All furring, framing and blocking above ceilings shall be of noncombustible material that meets the requirements of Landlord's insurance underwriter and applicable code.

All ceilings shall be suspended from purlins, bar joists, beams and/or floor decking. No attachment to roof decking will be permitted.

5.6 Ventilation & Air Conditioning

1. HVAC shall be sized at 1 ton per 200 Sqft of floor area unit utilizing a water source heat pump system at locations shown on Landlord's plans including equipment, frames, curbs, and main loop distribution only (no Tenant heat pump(s) is included).

2. Landlord to provide outside air duct to the Tenant space per the Landlord's plans.

3. Mechanical shafts for equipment exhaust will be installed at locations shown on Landlord's plans.

4. Each retail space will have a four inch (4") diameter exhaust duct through roof or rear wall for toilet room exhaust as located by Landlord's construction documents.

5. Tenant will be responsible for all individual heat pump units including tap(s) into main loop, associated distribution, and wiring to Landlord provided electrical panels associated within the Tenant space.

The Tenant has the option of using the existing unit servicing the Tenant space or obtaining and installing a new unit at Tenant's expense. All existing units are to

be refurbished to new condition at Tenant's expense. Tenant may not reuse a unit that is greater than ten (10) years old. When reusing an existing unit and system, Tenant is in no way relieved of the responsibility to conform to Landlord's criteria.

All new units where permitted must be compatible with the building system.

Tenant HVAC plans must be stamped and signed by a Arizona licensed mechanical engineer and include the Title 24 compliance statement.

Plans must provide specifications on the existing or a new unit, including model, amperage and voltage.

Tenant shall paint the HVAC unit if required by Landlord.

Tenant is required to stencil Tenant's name and space number in four-inch (4") high black letters on the HVAC unit.

The unit must be set on manufacturer's curbs, eight inches (8") or higher and located as far from the mall building walls as possible. The unit shall not be visible from the parking lot.

Tenant plans shall provide detail of structural mounting, access for the air handling unit and elevation of equipment mounting designed and sealed by a licensed Arizona structural engineer. Any mechanical equipment attached to the building structure shall have isolators between the structure and equipment.

HVAC units must be located over a major structural member, if applicable. Bar joists or Z-purlins and structural steel shapes shall not be used to reinforce and support units. No structural or miscellaneous steel, including bridging and/or blocking, can be removed.

Equipment exceeding 250 pounds must have support designed and sealed by a Arizona licensed engineer, at Tenant's expense, prior to plan check submittal.

HVAC plans of Tenant's premises must indicate the location and size of supply and return air registers, thermostat, heating unit (if required) and grease exhaust unit detail of grease catch reservoir. See requirements for grease guard on Sheet 4-2. Tenant is to provide balancing dampers at each supply register.

Each roof-mounted unit is to be located so as not to block the drainage system on the roof. A small schematic drawing should be included in the documents to indicate how the roof unit is being placed in relation to the roof drainage.

Tenant's General Contractor to provide a certified air balance report to Scottsdale Quarter Operations prior of turnover of store to Tenant.

The installation of refrigerant, water or electrical piping horizontally may not exceed five feet (5'-0") total on rooftop applications.

Tenant shall install all ductwork for air distribution within the premises. All ductwork is to be rigid spiral galvanized or flex design only. No aluminum semi-rigid ductwork will be allowed. A five-foot (5'-0") length of lined supply plenum will be required for each air-handling unit. This will serve as a sound attenuator for the air conditioning unit.

All equipment installations requiring a helicopter and/or crane must be scheduled with during Landlord's off business hours.

This work will require specific insurance naming Landlord as and additional insured.

Prior to the occupancy of the premises, Tenant is required to provide an air balance report. A center-approved, independent, certified air-balance company must perform the test and report. The mechanical contractor responsible for the installation or renovation of Tenant's system cannot prepare the report. The contractor shall cooperate with the testing firm by insuring that there is sufficient time prior to completion of the premises so the test and balancing can be accomplished.

On the lower level, Landlord has provided a horizontal waste exhaust ductwork venting system. Tenant shall tie into this vent and provide an exhaust fan and other related ductwork.

Tenant spaces are to be individually metered or sub-metered at Tenant's expense. Tenant shall pay the appropriate usage cost.

5.7 Electrical

Tenant shall install all electrical work necessary for a complete electrical distribution system, including meter, transformation equipment, electrical panels, disconnect switches, conduit, wire, feeders, breakers fuses and controls.

Tenant shall arrange for electrical connection to Landlord's main electrical section and the installation of a sub-meter at the main electrical section. The sub-meter shall be VT-2 ENERGY AND DEMAND/ KWH & KH. SPLIT CORE CTS. Sized for Tenant's load.

Tenant names should be marked on disconnect for space.

Materials, products and equipment, including all components thereof, shall be new, appear on the UL list of approved items and be sized in conformity with the requirements of the National Electrical Code and other applicable codes.

All Tenant electrical plans shall be stamped and signed by an electrical engineer licensed in Arizona and shall be in compliance with the requirements of Title 24 of the STATE OF ARIZONA. This requirement

applies to engineering performed under a "design/build" arrangement with Tenant's contractor.

Lighting panel boards shall be of the 3 phase, 4-wire circuit breaker type. Circuit breakers shall be the thermal magnetic type with molded case with two and three pull breakers of the common pull type. Distribution panels shall be of the convertible type utilizing automatic circuit breakers or fusible switches. Visible disconnect switches shall be provided with current limiting fuses.

Tenant's electrical system shall be grounded to the building steel located within the premises.

Conduit shall be galvanized steel, rigid heavy wall or electrical metallic tubing. Flexible metal conduit shall be used only for connections inside casework and as the final connection to recessed fixtures, motors and electrical equipment which may generate vibration through the conduit system. Conduit hangers, clamps, light fixture supports, etc. shall be fastened to purlins or beams. Attachment or support from any roof deck is not allowed. Exposed

conduit shall be in straight lines parallel with, or at right angles to, column lines or beams and separate at least three inches (3") from water lines, wherever they run along side or across such lines.

Minimum wire shall be #12 AWG, excluding control wiring. All wiring shall be installed in conduit. No BX or ROMEX type wiring will be allowed. All main and branch circuitry wiring is to be copper. All wiring is to have 600-volt insulation. All wire is to be Type TW, THW, THWN or THHN for main feeders. No fuse reducers will be allowed.

All floor boxes shall be water tight with cast threaded conduit hubs.

Tenant shall provide all distribution to complete telephone service facilities as required by the servicing telephone company. Tenant shall make application to the servicing telephone company for service and shall comply with its requirements.

5.8 Plumbing

The Tenant shall connect to piping and perform all plumbing work in accordance with the criteria contained herein.

Tenant shall connect to and extend all piping as may be necessary for Tenant's Work from existing stub-in location. Tenant is responsible for verification of existing location of stub-out.

Each Tenant shall provide at least one (1) private toilet room. The governing municipality may require additional toilet rooms based on occupant load or use. All Tenant toilet rooms are to be sized and equipped to meet code requirements. The toilet room must include a floor drain. Clean-outs shall be accessible from inside the premises. A waterproof membrane is required in all Upper Level toilet rooms continuing six inches (6") up the walls.

All Tenant plumbing plans shall be stamped and signed by an Arizona licensed mechanical engineer. This requirement applies to engineering performed under a "design/build arrangement with Tenant's contractor.

All domestic water piping shall be a minimum of Type "M" copper, soldered.

Plumbing fixtures and fittings shall be of commercial quality.

Tenants with food preparation areas having sinks or grease producing appliances that discharge into the waste system shall install grease traps located within Tenant's premises. Grease traps shall be sized, located and installed in accordance with the BUILDING DEPARTMENT and HEALTH DEPARTMENT requirements. Tenant shall provide for proper maintenance and cleaning of all grease traps.

Individual, accessible hair interceptors shall be installed and maintained on all sinks, basins and special sanitary units which may, in any way, receive human or animal hair.

Condensate lines for refrigeration units must terminate within the premises in accordance with the requirements of applicable codes. Condensate lines may not be terminated at Landlord's storm drain system.

Natural gas will be provided for the restaurants only. The gas main line will be brought to the designated meter location approved by Landlord. Gas piping from the

meter to the premises shall be at Tenant's expense. Tenant, at its expense, shall arrange for a gas meter with the local utility company. All gas regulating and metering facilities and distribution from meter to and including within Tenant's premises shall be by Tenant. The entire installation, including all pipe routing, must appear on Tenant's construction submittal for Landlord's review and approval.

Fire Protection

A fire sprinkler distribution system exists within Tenant's premises.

Landlord's fire sprinkler system includes risers, P.I.V.'s flow and tamper switches, mains, laterals and sprinkler drops complete with heads.

Tenant shall be obligated to pay for the design, permitting and construction costs to modify, alter and/or revise the existing system as to meet certain requirements of including, but not limited to, governing codes. Tenant is required to utilize Landlord's contractor at Tenant General Contractor's expense.

Existing system is shared in common with

one (1) or more Tenants.

Tenant shall not be allowed to modify the system in any manner which will adversely affect the fire protection of other Tenants in the mall.

Tenant shall contract with a Landlord-approved fire sprinkler contractor for Tenant's fire sprinkler construction work.

Tenant may utilize any appropriately qualified fire sprinkler engineer licensed in Arizona to provide plans and specifications for Tenant's fire sprinkler design.

Fire sprinkler heads must be fully recessed with a flush-mounted cap where visible to the public. Fire sprinkler heads must be centered within acoustical ceiling panels where applicable.

A drain down fee will be charged to Tenant's contractor (see Tenant Contractor Requirements).

5.9 Service Entrance

All Tenants served by an interior service/exit corridor shall provide, at the Tenant's expense, a standard three feet (3'-0") x seven feet (7'-0") hollow metal fire-rated service/exit door and frame, including hinges with non-removable pins, a door closer, smoke seal, peep-hole, and a lockset with removable construction core cylinder, unless supplied by Landlord.

Construction Requirements

The following guidelines were prepared to aid the Tenant Contractor in understanding Landlord requirements. It is imperative that the Tenant Contractor maintains open and clear communication with the Landlord while the store is under construction.

6.1 Job Check-in Requirements

6.1.1 PRECONSTRUCTION REQUIREMENTS

Prior to entering the project or starting construction, all Tenants' contractors must check in at Landlord's office and provide the following:

1. Evidence of Landlord-approved set of plans
2. Evidence of Tenant's building permit and the building department approved set of plans
3. A copy of the "Contractor's Informational Data Form" must be submitted to both Center Management
4. A Certificate of Insurance verifying minimum coverage as specified below. No contractor will be permitted to start work until the required insurance certificate is on file with the Landlord

Insurance

Prior to commencing Tenant's Work and until the Work is completed, Tenant's Contractor shall provide Tenant Coordinator with Evidence of Insurance (ACORD 25) that the following insurance coverages are in force:

- a) Commercial General Liability insurance (including Premises Operations, Personal Injury with any employee exclusion deleted, Independent Contractors, Products and Completed Operations, Contractual Liability, covering the Work in an amount no less than
 - i. \$2,000,000 Each Occurrence
 - \$2,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate, applying to this project only
 - \$2,000,000 Products & Completed Operations Aggregate

The limits of liability above can be met using a combination of primary and umbrella/excess liability policies.

- b) Worker's Compensation: Statutory in compliance with the laws of the state in which the Work will be performed. Employer's Liability: \$1,000,000 Each Accident; \$1,000,000 Disease-Policy Limit; \$1,000,000 Disease-Each Employee

- c) Commercial Automobile Liability insurance in a minimum amount of

\$1,000,000 each accident covering all owned, hired or non-owned vehicles used in the furtherance of the Work.

The insurance required above shall be written on an Occurrence basis with an Insurer(s) having an A.M. Best rating of no less than A-, XVIII. With the exception of Workers Compensation, the Owner, Owner's Agent, its subsidiaries and all related companies, including their employees shall be named as additional insureds on all insurance policies. All such insurance shall be primary and non-contributing with any insurance carried by the Owner or Owner's Agent. Before commencing the Work, the Contractor shall furnish a certificate from its insurance carrier (ACORD 25), along with a copy of the Additional Insured endorsement, showing that it has complied with the provisions of this Paragraph, and providing that the said insurance policies will not be changed or cancelled during their term until after at least thirty (30) days' prior notice by registered mail to the Owner or Owner's Agent.

5. Progress schedule or bar chart showing the work schedule and anticipated completion of Tenant's work
6. A 24-hour, emergency telephone number for the general contractor, project manager, site superintendent and for all major subcontractors
7. A complete list of subcontractors and suppliers, their associated trade, contact and phone numbers. The General Contractor and all subcontractors must be bondable and meet all licensing and insurance requirements by the State and City where the work will occur
8. A \$5,000 (five thousand dollar) deposit (or as set forth in the Lease Document) will be required by the Tenant's General Contractor at the time of jobsite check-in to ensure payment of any damages to facilities or Mall laborers required to repair damages. This deposit will be returned after completion of punch-list items and after close-out documents have been received (less cost of damages where applicable)

9. A \$1,000 (one thousand dollar) deposit will be required from any Sign Contractor at the time of jobsite check-in to ensure payment of any damages to facilities or Mall laborers required to repair damages. This deposit will be returned after completion of punch-list items and close-out documents have been received (less cost of damages where applicable).
10. Material Safety Data Sheets (MSDS) on all hazardous substances used by any contractor must be provided to Landlord 48 hours prior to the start of work involving the hazardous substance.
11. Landlord reserves the right to refuse the use of any substance Landlord believes may be hazardous when used in the Shopping Center.
12. Bond - Prior to the commencement of construction, Tenant shall obtain or cause its contractor to obtain payment and performance bonds covering the faithful performance of the contract for the construction of Tenant's work

and the payment of all obligations arising hereunder. Such bonds shall be for the mutual benefit of both Landlord and Tenant, and shall be issued jointly to Landlord and Tenant as beneficiaries. Prior to the date Tenant commences construction of Tenant's work, Tenant shall submit evidence satisfactory to Landlord that such bonds have been issued.

6.1.2 JOB FAMILIARITY

Prior to commencement of construction, Tenant's contractor shall thoroughly review the Contractor's Rules and Regulations, verify dimensions and utility locations and familiarize themselves with jobsite conditions.

6.1.3 APPROVED DESIGN

Tenant's store shall be constructed in accordance with the plans, which have been approved by the Landlord's Tenant Coordinator. These plans shall comply with all city, county and state rules, ordinances and regulations relating thereto. If the store has not been constructed in accordance with said plans, the Tenant will not be permitted to open the store for business based on the obligations under the Tenant's Lease. A copy of Landlord approved plans must be kept on the job site at all times during construction. Tenant shall submit to AFP per Section 5.1.

6.1.4 BUILDING PERMIT

Restaurant Tenants shall apply for all permits, coordinate Health Department submittal and pay all associated fees, if required. Building permit shall be posted in Tenant space before any work starts (i.e., demolition, rough framing, rough plumbing

or electrical). A copy of the permit must be on file with the Center Management Office prior to the start of construction, and a copy must be placed in clear sight within the job space.

6.1.5 CODE COMPLIANCE AND INSPECTIONS

Tenant's contractor is responsible for scheduling inspections by the AFP and other inspectors as necessary and to comply with their requirements, all codes and regulations. A copy of all inspection reports and the Certificate of Occupancy must be submitted to Landlord upon completion of the work. In the event Tenant's contractor is notified of any violations of codes by the jurisdictional authorities or by Landlord, Tenant's contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respects with applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes.

6.1.6 SECURITY

Tenant shall ensure the security of Tenant's premises by whatever measures Tenant deems necessary, including the re-keying of all locksets.

6.1.7 SIGN POSTING

Tenant's contractor or subcontractors will not be allowed to post any signage containing the name or advertising of their firm to any part of the barricade, Shopping Center or premises at any time. Landlord reserves the right to post a Notice of Non-Responsibility on any entry into space as required by Tenant's Lease. Landlord may also post "Coming Soon" signs on the front of the Tenant barricade.

6.1.8 TOOL LOAN

Contractor and subcontractors must always use their own tools and equipment. At no time will the Landlord rent or loan tools or equipment to contractor or subcontractor. If Landlord's tools or equipment (i.e., Gray Whales, Trash Bins, Trash can, Flat carts or Ladders) are found in the possession of contractor or subcontractor, a \$200 fine will be deducted from contractor's security deposit.

6.1.9 PUBLIC RESTROOMS

Contractor and subcontractors are not to use public restrooms to clean their tools. Violators will be subject to a \$200 fine deducted from contractor's security deposit.

6.2 Construction Rules

6.2.1 QUALITY OF WORKMANSHIP

Tenant's work shall be performed in a thorough, first class and workmanlike manner and shall be in good and usable condition at the date of completion thereof. If in the Landlord's judgment, the Tenant's work is not completed in a first-class workmanlike manner or in compliance with Landlord-approved plans; the Tenant will not be allowed to open until said discrepancies are corrected.

6.2.2 WORK COORDINATION

1. Any mechanical, electrical or plumbing item that needs to be routed through another Tenant's space must be coordinated with the Center Management Office and the Tenant whose space the items will pass through.
2. No contractor or subcontractor participating in Tenant's work will at any time damage, injure, interfere with or delay any other construction within the Mall.
3. All work by Landlord's Fire Sprinkler Contractor and Roofing Contractor can be scheduled through their respective representative.

6.2.3 SUPERVISION

Tenant's contractor shall provide a full-time supervisor or representative on site at all times (for answering questions, meeting with City Officials, the Scottsdale Quarter Management Team, etc.) whenever construction is being performed in Tenant's space.

6.2.4 WORK HOURS

1. All work at the site is limited to Monday through Saturday from 6:00 a.m. to 8:00 p.m. Please verify at check-in for the specific hours for this Center.
2. All work which may produce fumes or noxious odors of any kind IS REQUIRED to be performed after the Center closes for business. There are no exceptions!
3. For after-hours work and access to the premises, please refer to Exhibit "C" and coordinate access through the Mall Management office prior to any work being performed.
4. Routine inspections will be performed by Landlord's representative, Operations Director or Security personnel with regards to accurate performance of contractor's work, general safety requirements and to ensure adherence to the "Contractors Rules and Regulations."

6.2.5 WORK AREAS

1. Tenant's contractor shall contain all operations within the premises of that space and such other space as Landlord may specifically permit. Common areas, public corridors, service corridors and exterior of Landlord's building must be kept clear of Tenant's and Tenant's Contractors' equipment, merchandise, fixtures and trash at all times.
2. All precautions will be taken to insure that dust and fumes from demolition and construction remain within the barricade and shall not accumulate into the common area. If the Center Manager or Operations Director deems dust accumulation excessive, it is the contractor's responsibility to pay for the cleanup or provide the services to clean up the area.

6.2.6 DAMAGE REPAIR

Tenant's contractor shall be responsible for the repair and/or replacement of any damages caused by Tenant's contractor or his subcontractor to the Center or surrounding tenants. All damage must be repaired within a twenty-four (24) hour time period, or the Landlord will complete all necessary repairs at the sole cost and expense of the Tenant, plus a twenty five percent (25%) surcharge.

6.2.7 CONSTRUCTION NOISE

Any work involving saw cutting, boring or drilling that creates excessive noise levels shall be performed during non-open hours. This is to insure that neighboring Tenants and passing customers are not disturbed. A fine of \$250.00 will be deducted from the contractor's Security Deposit for each occurrence.

6.2.8 CONSTRUCTION BARRICADE

1. Construction barricades shall be provided by the Landlord and will be built at the face of building. All required existing aisle widths must be maintained to meet local fire and safety codes. All Tenant construction shall be protected by such barricades.
2. If there is any damage or destruction to the barricade, a \$500 fine will be deducted from contractor's security deposit to pay for the cost of removing and replacing any damaged sections of the barricade.
3. Barricade fees: This expense will be billed separately from the security deposit. Initial installation and removal of the barricade is included in this cost.
 - a. Landlord will erect said barricade and back charge the Tenant's

general contractor at a rate of \$50 per lineal foot.

- b. Single doors at the front of the barricade are \$125.
 - c. Double doors at the front of the barricade are \$250.
 - d. Dust cover at the top of the barricade is \$3 per lineal foot.
 - e. Carpeting/floor protection is \$3 per lineal foot.
4. Graphics: Graphics shall be placed on the barricade and the Tenant contractor will reimburse the Center for the cost of all graphics. Contact the Management Office for costs of barricade graphics.
 5. Flooring: Tenant's contractor shall provide adequate protection to that portion of the mall flooring enclosed by the barricade to prevent damage to the floor during construction. Any chips, holes or scratches in the flooring from demolition of the old storefront or construction that remains exposed after new construction is the responsibility of the contractor to repair. Any damage to said floor including, but not limited to, staining by liquid or foodstuff, shall be repaired or replaced by Landlord at expense of the Tenant's contractor.

6. Carpeting must be put down behind the barricade and shaken out daily to protect the floor. NO foot traffic will be permitted through the barricade during open hours; use the back door at all times where applicable.

7. All workmen are required to remove as much dust and dirt from their shoes and clothing as possible before entering the common areas of the center. Any contractor or subcontractor who tracks dirt or dust through the common area will be subject to a cleaning fine of \$100 (and up) deducted from contractor's security deposit for each occurrence.
8. Barricade doors, where permitted, must be dust tight, must open into the Tenant space and be kept closed by an operating door closure while work is in progress to confine dust and noise within the Tenant space.
9. A carpet or mat of sufficient size must be placed inside the entrance of the barricade for workers to clean shoes so as not to track dirt or dust throughout the adjacent facility.
10. If the Tenant needs to modify or relocate an existing Landlord-installed barricade, it will be done at the sole cost and expense of the Tenant's contractor

with the work being performed exclusively by the Landlord's contractor. The Tenant and/or its contractor shall have no claim to the Landlord for any modification or relocation of the barricade.

11. Tenant's contractor shall be required to properly protect Tenant's Premises and Tenant's work with lights, guard rails and barricades and secure all parts of the work against storm, accident, malicious mischief and theft. If the barricade has been built and is in place prior to the contractor's commencement of work, the Tenant's contractor will reimburse the Landlord for the cost to build the barricade.

12. All finished building areas including soffits, neutral piers and bulkhead are to be returned to their original condition when construction is complete and barricade removed. The surfaces where the barricade had been fastened to the building bulkhead must be repaired and painted to match existing building color. Matching paint color specifications are to be obtained from Operations Director.

6.2.9 TEMPORARY CONSTRUCTION POWER

Temporary electrical facilities for construction power may be available from Landlord. Tenant's general contractor must provide temporary facilities from Tenant's panel and make application for electrical service to the serving utility company. This should be the first item accomplished for construction power purposes. When temporary electrical service is provided, a monthly charge of \$300 or 15 cents per square foot of gross leasable area of the demised premises, whichever is greater, shall be paid by Tenant to Landlord as additional monthly rent and in no case later than the occupancy date.

6.2.10 DELIVERIES

1. All deliveries are to be made during non-public use hours. Any other delivery time must be pre-approved by center Manager or Operations Director. A fine of \$100 will be deducted from the contractor's Security Deposit for each occurrence.

2. Deliveries will be made through rear doors at all times. Exceptions are 4' x 12' drywall, long metal or wood pieces that cannot be moved through service corridors. These items must be

delivered before 9:30 a.m. Contractor is responsible for cleaning up any tracked dust or debris on sidewalks after delivery is completed. A fine of \$250 will be deducted from the contractor's Security Deposit for each occurrence.

3. Loading bays and truck courts are to be used for loading and unloading only. Any vehicle left unattended will be towed away at the Owner's expense. Workmen are to park in employee designated areas. Consult with Center Manager or Operations Director for location. A fine of \$125 will be deducted from the contractor's Security Deposit for each occurrence.

4. All deliveries are to be made during off public hours. Any other delivery time must be pre-approved by Center Manager or Operations Director.

6.2.11 TRASH REMOVAL

1. The trash from any remodel or build-out is the responsibility of the general contractor. At no time may contractors use the building's trash compactors or containers. Contact the Center Management Office to obtain the name of the Refuse Company that services the Center.

2. Coordinate with Center Management / Maintenance office on the location of a trash container for your job.
3. Any contractor using the building's bins or leaving debris or material in common areas will be charged a \$250 fine for an additional dumping fee, and if damage occurs due to contractor's use, contractor will be held obligated for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.
4. All disposal of hazardous waste shall be in accordance with all local, state and federal regulations. Any contractor using the mall's trash bins for the disposal of hazardous waste will be charged a fine of \$500. Contractor will be held obligated for all clean-up as the result of that dumping, plus a twenty five percent (25%) surcharge.
5. Tenant's contractor is responsible for damage to parking surfaces caused by tenant's roll-off trash container or storage box containers. Tenant's contractor will ensure existing parking surfaces are adequately protected.

6.2.12 SAFETY

1. Tenant shall comply with all applicable safety regulations. Tenant's contractor shall take all necessary precautions to safeguard all workmen and the public from accident and to preserve all private and public property. Landlord reserves the right to stop all work until such conditions or practices are resolved.
2. Contractors or subcontractors are prohibited from consuming or being under the influence of alcohol or any intoxicant while on Scottsdale Quarter property (including Tenant's premises, eating areas, or vehicles parked on Scottsdale Quarter property). Smoking is not permitted in the Center. A fine of \$250 will be deducted from the contractor's Security Deposit for each occurrence.
3. Routine inspections will be performed by the Landlord's representative, Operations Director or Scottsdale Quarter Security personnel with regards to accurate performance of contractor's work, general safety requirement and to insure adherence to the "Contractors Rules and Regulations."
4. At Landlord's request, contractor

must provide additional ventilation when necessary.

5. Miscellaneous safety rules:
 - Fire extinguisher: minimum 20 lb. ABC fire extinguisher to be located on site - \$250 Fine.
 - Hard hats, eye and foot protection shall be worn on site at all times. No metal hats or bump caps permitted - \$250 Fine.
 - Signage: post safety or hazard signage per Arizona OSHA regulations (bilingual if necessary) - \$250 Fine.
 - Electric cords: tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI) - \$250 Fine.
 - Radios: no portable radios, boom boxes or headsets at any time - \$250 Fine.
 - Housekeeping: deposit all trash and debris in dumpster daily. Work, storage and break areas to be broom cleaned daily - \$ 250 Fine.
 - Work Clothing: minimum sleeve length at four (4.0) inches over shoulders. No tank top, net shirts,

shorts, cut-offs, etc. - \$250 Fine.
6. Violation of any of these work safety rules will result in a \$250 fine FOR EACH VIOLATION, and will be subject to all personal and/or property damage claims.

6.2.13 HAZARDOUS MATERIALS

1. Contractor MUST provide MSDS forms for any chemical or items noted below at least seven (7) working days prior to use of these materials for Landlord's review and approval. (Contractor shall additionally notify Scottsdale Quarter Management office 24 hours in advance of the use of any of these items):

- a. Toxic chemicals
- b. Epoxies, Glues
- c. Vinyl or sheet flooring; vinyl base materials; flooring, mirror and roof mastic (provide MSDS and proof that it does not contain asbestos)
- d. Paint, Lacquer, Urethanes, etc.,
- e. Any materials requiring special ventilation will be used one (1) hour after the closing of the center and/or completed 1-1/2 hours prior to center opening. This will insure that all odors will be dissipated to a level satisfactory with

Center Management.

2. Absolutely no asbestos-containing materials, including but not limited to, floor tile, floor mastic or roofing mastic, are allowed within the premises. While some of these materials are still used and can be purchased through normal distribution channels such as hardware stores, they are strictly prohibited by the Landlord. If it is discovered that the contractor installed asbestos or other hazardous materials, the contractor will be held responsible for all costs associated with its removal and disposal.

3. No HENRY brand products (including products labeled non-asbestos) may be used because they have been found to contain asbestos.

4. The Landlord has received suitable evidence that the following products do not contain asbestos. These products may be installed to the extent that they comply with all other provisions of these Rules and Regulations and have been approved in writing by the Landlord and/or Tenant Coordinator for their design compatibility with the Center.

- Amtico Luxury Vinyl Tile
- Altro Safety Floors
- Burke Mercer Flooring

- Constellations by LG Chem
- Forbo Marmoleum
- Lonseal
- Mannington Commercial Essentials Vinyl
 - Mannington Commercial Inspirations Vinyl
 - Marley Flexco
 - Stratica by Amtico
 - Tarkett Commercial Sheet Vinyls
 - Toli International

If any of the above products are installed, documentation, in the form of an MSDS or an invoice must be provided to mall management.

If vinyl flooring, mastic and/or roofing products are installed and are not listed above, suitable documentation, as determined by mall management, must be supplied to verify that the installed materials do not contain asbestos.

6.2.14 WELDING

1. Whenever any welding is performed within the premises, a fire watch will be in effect during and up to one hour after the completion of any welding. A fire extinguisher must be on site. The provisions of the National Fire Code shall be adhered to at all times. Contact the Center Management Office for special requirements and a permit prior to commencing any welding.
2. Under no circumstances whatsoever will any Welding, Cutting, or Soldering be permitted during a sprinkler shut down.
3. A Hot Work permit will need to be issued.
3. All welding must be pre-approved by The Center Manager or Operations Director.

6.2.15 SLAB PENETRATION

1. No penetrations or saw cutting may be made through suspended slab - if applicable - without management approval and notification of date and time. X-rays of the area of the proposed floor opening must be taken before Center Management approval. A qualified X-ray contractor hired at general contractor's expense shall perform all X-rays.

2. Center Management Office approval shall not relieve contractor from responsibility for damage to Glimcher property and/or any Tenant's property due to penetration or saw cutting of the floor slab. Contractor shall coordinate with the Center Management Office when any core boring or saw cutting of the floor slab is attempted and provide a watchman in that specific area below the Tenant space, where core boring will occur for the duration of such work.
3. All penetrations are to be properly sealed with expanding foam and filled with concrete fill or as applicable per building code(s).

6.2.16 ELECTRICAL

1. All Electricians must be pre-approved by Landlord prior to work on Landlord's switchgear. All work shall be performed during off-hours, and no one will be permitted to work on switchgear while energized.
2. All electrical contractors must go through Center Management Office and/or the Operations Director for access into electrical rooms, and will be responsible for replacing all panel covers after use.

3. Electrical contractor shall submit to the Landlord a schedule of work affecting the Center's meter switchboard. The schedule shall identify the estimated time of work, power outages (if any) and the description of the work to be done.
4. Upon approval of the above schedule by the Landlord, the electrical contractor may proceed with his work. Any variations in the schedule must be approved by the Landlord.
5. Any outages will be coordinated with the Scottsdale Quarter Manager, local utility company and all affected Tenants from the particular meter switchboard. The electrical contractor will be responsible for Tenant coordination, safety during the performance of work and the avoidance of any unscheduled shutdowns of Center power.
6. At no time shall the meter switchboard be left unattended or the covers on the switchboard be left off while work is being performed. It is the responsibility of the electrical contractor to maintain the area while working and maintain safety standards for all individuals.
7. Upon completion, the meter

switchboard shall be clear of all debris. All covers and associated hardware shall be replaced in their original location or position.

8. All conductors are to be copper installed in conduit.

9. Keep all piping as close to walls and as high to underside of roof framing as possible.

6.2.17 ROOF ACCESS

1. Access to the building's roof is restricted to Landlord's personnel and Landlord's designated contractors only. NO Tenant contractor or subcontractor will be permitted on the roof unless arranged with the Landlord and supervised by Scottsdale Quarter personnel. Tenant contractor must check in and out with Scottsdale Quarter Office or a fine of \$250 will be imposed.

2. Contact Landlord's approved contractor for any and all work within the Center. [Scottsdale Quarter Management Office to provide required Roofing Contractor information.] All work shall be at the Tenant's sole cost and expense.

3. Roof area must be kept clean of all debris. All excess materials, flashing, sheet

metal screws, etc., must be removed. A fine of Five Hundred Dollars (\$500) will be deducted for any debris that has to be removed by the Center Management Office, plus a twenty five percent (25%) surcharge.

4. There shall be no penetrations of the roof without prior written approval of both the Tenant Coordinator and the Center Management Office. Any and all roof penetrations required by Tenant shall be at Tenant's expense and will be performed by Landlord's roofing contractor.

5. Prior to installation of new A/C equipment, Tenant shall have submitted for Landlord's approval, heating, ventilation, air conditioning design information, cooling and heating loads and equipment data. All changes, additional or replacements of A/C equipment shall be approved by the Landlord prior to installation. Such changes, additions or replacements of A/C equipment shall be subject to Landlord's A/C Contractor's final inspection and approval.

6. All application of and roof materials for equipment mounting platforms, curbs and pipe penetrations will be performed

by Landlord's roofing contractor at Tenant's expense. The following criteria for roof related work applies:

- All equipment platforms, curbs, single and multiple pipe penetrations will conform to Landlord's Details included in this Technical Manual. No sleepers are allowed. This includes wood, metal, exposed and enclosed types.
 - All platforms, curbs and multiple pipe penetrations will be a minimum height of eight (8) inches.
 - There shall be no installation of roof-mounted antennas.
 - All single and multiple pipe enclosure piping penetrations for rooftop equipment will be located a minimum of fourteen (14) inches and a maximum of twenty-four (24) inches away from the equipment it is serving.
 - Electrical conduit will penetrate through roof no farther than twenty-four (24) inches from the rooftop unit.
 - All HVAC condensation drain lines will be piped back into the Tenant's space. All piping will be copper, Type "M".
7. At no time may heavy equipment be moved along the roof with dollies made with solid rubber tires or metal wheels.

8. Ladders will not be permitted on the side of the building for roof access. Roof access may be obtained by checking in at the Management Office, at which time Security will escort workers to the access point. All workers are required to check out at the Management office when finished.

9. Under no circumstance will any Air or Crane lifts of HVAC equipment be allowed without prior written approval. A forty-eight (48) hour notice is required. Air or Crane contractor must provide the same insurance requirements as general contractor and be in compliance with all applicable laws regulating said operations.

6.2.18 FIRE PROTECTION

1. In the event of a broken sprinkler head or line, please notify Center Management immediately.
2. Contact Landlord's approved contractor for any and all work within the Center. [Scottsdale Quarter Management Office to provide required Sprinkler Contractor information.] All work shall be at the Tenant's sole cost and expense.
3. At no time will the sprinkler system be shut down without first notifying the Center Management Office. Any work

requiring draining the fire sprinkler system must be performed Monday through Friday 10:00 a.m. to 5:00 p.m. A twenty-four (24) hour notice of intent must be given to Landlord prior to performing the above-mentioned work. Drainage required by Tenant will be performed by the Landlord's Contractor, at the Tenant's expense, at the contractor's cost of \$250 per drainage.

4. Sprinkler heads are to remain operable during construction (Except during system modification downtime). Extreme caution and awareness must be utilized at all times. Caution should be used when working near pressurized lines or heads.

6.2.19 SMOKE DETECTORS TESTING

1. It is the sole responsibility of the Tenant and its contractor to provide a smoke detector system within each space as may be required by applicable code(s). At no time will Tenant's contractor be allowed to tamper with or disconnect any part of the Center's smoke detectors. Interference with Center life safety system will automatically make Tenant responsible for any damage that might occur to Center equipment. All connections required by Tenant of Tenant's life-safety system are to Center life-safety system

to be performed by Center Life Safety Contractor at Tenant's expense.

2. SMOKE EVACUATION/ALARM TESTING FEE: A Smoke Evacuation/Fire Alarm Test is required on the Tenant's installed system. The fee for each test charged to the Tenant's general contractor is \$100. These tests are to be performed prior to the Center's operating hours and will be conducted with the local Fire Marshal support staff.

3. If additional Scottsdale Quarter staff is required to be on site during a preliminary test that does not involve the Fire Department, the Tenant's general contractor will be charged \$100 for each test.

6.2.20 LANDLORD'S PUNCH LIST

1. Upon completion of the Tenant's improvement work, the Tenant or his Contractor shall notify the Landlord's Center Management Office of the same. Within Fifteen (15) days of such notification, the Operations Manager shall inspect the premises and prepare a punchlist of defective items, if any. Such punchlist shall be passed to the Tenant's Contractor. All defects shall then be repaired within the next thirty (30) days.

2. Failure to repair or complete all or any of the defects to the reasonable satisfaction of the Landlord's Management Office or Landlord's Tenant Coordinator within the prescribed time period shall result in the deduction of \$200 per day from the Contractor's construction security deposit. There are no exceptions!

3. Upon application to Landlord's Tenant Coordinator by the Tenant's Contractor for the refund of the Contractor's construction security deposit, (if any) such deposit shall be returned within thirty (30) days together with a statement of deduction, provided that:

- a. All construction is complete including all Landlord punch-list items.
- b. A complete closeout/compliance package has been submitted to Scottsdale Quarter Management.
- c. All rubbish, debris, packing, storage vessels, transportation items, tools, vehicles, containers and the like whether owned, leased, hired or off-hired by the Tenant or his Contractor are removed from the premises and Scottsdale Quarter in general.

6.2.21 COMPLIANCE AND CLOSEOUT PAPERWORK

Tenant shall deliver the following to the Center Manager within ten (10) days of completion of Tenant's work or Tenant's opening for business, whichever occurs first:

1. NOTICE OF COMPLETION -Tenant shall obtain and record a Notice of Completion promptly upon completion of Tenant's work and shall promptly forward a Certified copy to Landlord
2. CERTIFICATE OF OCCUPANCY - The original Certificate of Occupancy
3. PERMITS - Copy of all building permits with sign-offs executed by appropriate governmental agencies.
4. LIEN WAIVERS - Original copies of all final unconditional mechanic's lien releases or other lien releases on account of Tenant's work shall be submitted in a Landlord-approved form, signed and notarized by an officer of the company
5. AIA DOCUMENTS G702, G703 AND D401 - Original documents completed, certified and executed
6. ELECTRICAL, MECHANICAL (HVAC), & PLUMBING EQUIPMENT - Tenant shall submit to Landlord a letter from a state-registered structural engineer certifying that the electrical, mechanical and

plumbing equipment is adequately supported within three (3) days following substantial completion of Tenant's Work

7. CERTIFIED STATEMENT OF MERCHANT'S LEASEHOLD IMPROVEMENT COSTS - A report that gives a complete itemized cost of the build out of the Tenant's space
8. AABC CERTIFIED AIR BALANCE REPORT -A report that gives a complete total of CFM output for the space
9. ARCHITECTURAL AS-BUILT PLANS -The Record set of what was constructed at the site
10. MECHANICAL AS-BUILT PLANS -The Record set of the Mechanical system constructed
11. PLUMBING AS-BUILT PLANS - The Record set of the Plumbing system constructed
12. FIRE PROTECTION AS-BUILT PLANS -The Record set of what was constructed at the site
13. ELECTRICAL AS-BUILT PLANS - The Record set of what was constructed at the site
14. ANY OTHER PERTINENT AS-BUILT PLANS FOR THE PROJECT- Any other plans or documents, cut sheets, etc., of what was constructed at the site

15. CAD AS-BUILT DISKETTE - Computer-Aided Drafting (CAD) diskette containing all of the above construction documents in TIFF format

16. MATERIAL SAFETY DATA SHEETS (MSDS) - For all items noted in Section II, Paragraph M "HAZARDOUS MATERIALS," as may have been used in the construction process

6.3 Security

6.3.1 SECURITY OF SPACE AND EQUIPMENT

The Landlord is not responsible for security of Tenant Contractor tools, material and/or equipment. The Tenant space shall be secured when unoccupied by a representative of the Tenant Contractor or Tenant. If the existing locks need to be changed, the Tenant must first check with the Landlord to verify if a key is required.

6.3.2 AFTER-HOURS ACCESS

If the Tenant Contractor requires after-hours access to the facility, the Tenant Contractor must contact the Landlord and make arrangements 48 hours in advance, at which time the Tenant Contractor will be informed of the required procedures.

Any cost incurred by the Landlord for this extended access shall be reimbursed, by an estimated amount paid in advance, by the Tenant Contractor. If extended hours are permitted, the Tenant Contractor shall give the Landlord the names of any personnel working after hours and telephone numbers at which the Tenant Contractor Superintendent may be reached after hours. Any individuals not so registered with Security, or who are in areas other than the assigned space, will be removed from the

facility. The Tenant Contractor shall assign a supervisor to direct Tenant Contractor forces during the extended hours.

Should the Tenant Contractor need to work in adjacent, upper or lower-level Tenant spaces to install utilities, the Tenant Contractor shall work through the Landlord to coordinate with the affected Tenants to arrange for security requirements to protect that Tenant's merchandise. The cost of this work shall be the responsibility of the Tenant Contractor.

6.3.3 WELDING

It is the responsibility of the Tenant Contractor to contact the Landlord prior to the start of any welding.

6.3.4 NOISE AND OTHER DISTURBANCES

The Landlord has established working hours during which the Tenant Contractor may perform construction that is noisy or causes offensive odors. This includes, but is not limited to, jack hammering, saw cutting, core drilling, painting, etc. Check with the Landlord for these restricted hours.

The Landlord reserves the right to order an immediate halt to any excessively noisy or offensive work being done that is disruptive to the normal operation of the adjacent Tenant and/or the facility.

6.3.5 CONSTRUCTION HOURS FOR TENANT WORK

Construction hours for Tenant Work is limited to 6:00 a.m. to 8:00 p.m. with no construction on Federal Holidays, unless otherwise approved in advance by Landlord.

6.4 Protection of Property

6.4.1 ADJACENT TENANTS

The Tenant Contractor is financially responsible for the replacement and/or repair of anything damaged by the Tenant Contractor or Subcontractors to adjacent Tenant stores. The cost for such damage may include, but not be limited to, ceiling tiles, wall covering, glass or mirrors, merchandise, etc. Such remedial work shall be performed by a Contractor of the affected Tenant's choice and paid by the Tenant Contractor.

6.4.2 EXISTING BUILDING

The Tenant Contractor shall be financially responsible for replacement and/or repair of damage to the existing building and/or facilities caused by the Tenant Contractor. The replacement and/or repair shall be accomplished by a Contractor chosen by the Landlord and paid by the Tenant Contractor.

6.4.3 DELIVERIES

All supplies necessary for constructing, fixturing or merchandising must be delivered through the truck delivery areas. Deliveries must be limited to the hours between 9:00 am and 4:00 pm.

6.4.4 TENANT IMPROVEMENTS AND STORAGE

All Tenant work on Tenant premises shall be done within the limits of the Tenant space and within limits of the barricade for the sole purpose of constructing the Tenant storefront.

All materials shall be stored in the subject Tenant space. No materials or debris may be placed in the facility service areas or other Tenant spaces without prior written approval of Landlord.

The Tenant Contractor or Subcontractor will not be permitted to locate a trailer on-site for more than one (1) hour for the purpose of an office or storage.

6.4.5 FIRE PROTECTION

All sprinkler work is to be performed by the Landlord-approved Fire Sprinkler Contractor. The Tenant Contractor must notify the Landlord at least 48 hours before making any modifications to the existing sprinkler system, and/or needing the facility's sprinkler system drained. No sprinkler systems are permitted to be left drained overnight. All systems shall be charged and operating when the Tenant Contractor's workers vacate.

6.4.6 PARKING

The Landlord's Tenant Coordinator shall designate parking spaces for Tenant Contractor forces. All workers shall park their vehicles in these spaces. Vehicles not complying will be towed at the expense of the vehicle owner. Tenant Contractor shall hold Landlord harmless from any litigation from Tenant Contractor forces or Subcontractor forces whose vehicle is towed.

6.4.7 INTERRUPTION OF UTILITIES AND SERVICE

The Landlord must be notified at least 72 hours before any modification to utility services that will temporarily interrupt the service to other Tenants or to the facility. The Tenant Contractor shall comply with all requirements for such shutdowns.

6.4.8 LANDLORD INSPECTION

Landlord's Tenant Coordinator will inspect the Tenant space periodically for compliance with Landlord requirements as set forth in this Lease and according to Landlord-Approved Working Drawings. Any unauthorized or substandard construction shall be corrected at Tenant expense.

The Landlord may stop any work and the Tenant Contractor shall correct anything that is in violation, in the opinion of the Landlord, of OSHA Standards or may cause injury or harm to the public. Hard hats are required at all times.

Tenant Contractor shall take extraordinary precautions to protect the Landlord's facilities, adjacent Tenant spaces and especially the public. Tenant Contractor shall use pliable rubber-wheeled vehicles and equipment, ramps over wires, safety walkways, nets, hard hats, etc.

6.4.9 PUNCH LIST

At the completion of construction of the Tenant space, the Tenant Contractor shall meet with the Landlord's Tenant Coordinator. They shall conduct a final inspection and prepare a Punch-list.

6.4.10 OCCUPANCY PERMIT

Tenant shall secure their own Occupancy Permit and final inspection before opening and forward a copy to the Landlord.

6.4.11 CONSTRUCTION COMPLETION

Within thirty (30) days following store opening, the following items are required:

1. Certificate of Occupancy or final inspection issued by the Building Department. Food service operations must also obtain a Certificate of Occupancy from the Health Department
2. Satisfactory completion of all Tenant Work in accordance with the Tenant Drawings and Specifications as approved by Landlord's standards of good workmanship
3. Satisfactory completion of all deficiencies noted in Landlord's punch-list
4. Submission by Tenant of proof of payment that all costs of construction of Tenant work have been paid. Such proof will include original Waiver of Lien and sworn Contractor Affidavit from the Contractors
5. Submission of an AABC Certified Air Balance Report
6. Submission of reproducible "as-built" drawings to the Landlord accurately indicating job condition and revisions.

6.4.12 PROCEDURES FOR TENANT CONTRACTORS

Tenant Contractor specifically warrants that the Tenant Contractor and the Tenant Contractor's Subcontractors shall meet OSHA'S hazard communication standards and that such standards shall be enforced on the project during the duration of construction or reconstruction of demised premises. Tenant Contractor further warrants that:

1. List(s) and accompanying materials safety-data sheets for flammable, toxic, reactive or corrosive materials employed on the project shall be delivered to the Landlord prior to delivery to the job site.
2. Proper protective safety devices including, but not limited to, hard hats, respirators, gloves, eye protection (goggles), extinguishers, shall be available for use by Tenant Contractor employees and employees of Tenant Contractor's Subcontractors. A proper first aid kit, including eyewash, shall also be maintained at the work site.
3. Tenant Contractor employees and employees of Tenant Contractor's Subcontractors have met the training

requirements as outlined in OSHA hazard communications standard for the processing and handling of the materials of their respective trade. Tenant Contractor shall make this compliance a condition of employment for the Tenant's employees and employees of Tenant Contractor's Subcontractors.

4. Tenant Contractor shall assume all liability for fines and penalties assessed by Governmental Authorities for failure to follow all required safety regulations.

5. In the event the Tenant Contractor, or the Tenant Contractor or Subcontractors encounter unidentified asbestos containing materials (ACM), the Landlord shall be informed immediately for additional direction. At no time shall these ACM be removed, or even disturbed, by other than an Abatement Contractor licensed to do such work and in accordance with governing regulations and guidelines established by the Landlord. The removal of ACM shall be under the direction of Landlord's Operations Director.

6. Failure to comply with these procedures can result in the removal of the Tenant's contractor from the facility.

6.5 Additional Requirements

6.5.1 MATERIALS AND WARRANTIES

Tenant will use only new, first-class materials in completion of Tenant work, all to conform to mall material sample board. All work and equipment must be warranted for a minimum of one (1) year from installation.

6.5.2 TENANT CONTRACTORS

All contractors engaged by Tenant must be bondable, licensed contractors, have good labor relations and perform quality work.

Tenant Contractors shall work in harmony with Landlord and other contractors on the job and observe the established rules and regulations appropriate for ethical and safe conduct on the site.

If Tenant Contractor willfully violates the Landlord's standards or becomes involved in a labor dispute that is disruptive to the harmony of the Retail Center, Landlord may order Tenant Contractor to cease work, and to remove Contractor, Contractor's equipment, and Contractor's employees from Landlord's property.

In an operating facility, it is understood and agreed that Tenant Contractor shall perform said work in a manner, and at such times, that causes the least interference with customers of the facility or any work being done by or for the Landlord, or by the other Tenants of the facility. Any delays in the completion of the Tenant space, and any damage to any work caused by Tenant Contractor shall be at the sole cost and expense of the Tenant.

Tenant shall obtain all licenses and permits necessary to complete Tenant Work. Tenant Work must conform to all applicable statutes, ordinances, regulations and codes and to the requirements of all other regulatory authorities.

6.5.3 MODIFICATIONS TO BUILDINGS

Any roof penetrations required by the Tenant shall be performed by the Landlord's approved Roofing Contractor at the Tenant's expense. Tenant Contractor is responsible for coordinating and scheduling all proposed work with Landlord's Roofing Contractor and Scottsdale Quarter Operations Director. The Tenant Contractor shall notify the Landlord before proceeding. No roof penetrations will be permitted without prior approval from the Landlord and must be as shown on approved Tenant

plans.

Any exceptional conditions or construction which requires a revision or modification to the existing structure by the Tenant must be submitted to the Landlord and Landlord-approved Structural Engineer for approval before proceeding with modifications. If approved by the Landlord, the Tenant Contractor shall make the necessary changes at the Tenant's expense.

All policies required to be carried by Tenant's contractor hereunder shall name **Kierland Crossing LLC, Glimcher Realty Development, and all owned, managed, controlled and subsidiary companies, corporations, entities, joint ventures, LLCs and partnerships** as "additional insureds."

All binders and policies of insurance delivered to Landlord shall contain an agreement by the company issuing said policy to give Landlord twenty (20) days' advance written notice of any cancellation, lapse, non-renewal, reduction or other adverse change respecting such insurance.

6.5.4 CONSTRUCTION COMMENCEMENT

Prior to commencement of Tenant construction, Tenant and Scottsdale Quarter Operations Director shall meet with the Landlord's Tenant Coordinator in the Tenant space. At that time, Tenant shall provide the Landlord with the items listed below:

1. Written approval of working drawings by the Landlord. A copy of the required Building Permit(s).
2. A certificate setting forth the name and address of every Contractor and Subcontractor involved in any manner with Tenant premises.
3. Identification of the Job Superintendent (including name, phone number, fax and e-mail address).
4. A Project Schedule listing the actual commencement date of construction, order dates of long lead items and the estimated date of completion of the construction work, fixturing and date of opening.
5. Tenant Contractors: The following are fees that are required by the landlord prior to commencement of construction. Once a general contractor has been selected, the Scottsdale Quarter Operations Director will send a detailed spreadsheet with the following fees broken out and with payment information.

- Security Deposit: \$5,000 (refundable)
- Common Area Charge: \$500 (non-refundable)
- Addressing: \$25-Front, \$50-Front & Back
- Barricade: \$50 per lineal foot
- Barricade Sign: \$1,000
- Dumpsters: \$.50 per sq. ft.
- Sprinkler Shut-Down Fee: \$250 per shut down

6.5.5 INSURANCE CERTIFICATE

The Tenant, by occupying the designated space for construction, shall be deemed to have accepted the Premises and have acknowledged that Landlord has met its obligations under the Lease.

6.5.6 FIELD DRAWINGS

Tenant Contractor shall maintain (in the Tenant premises) at all times during the Tenant's construction of the Premises a set of Tenant Working Drawings bearing Landlord approved stamp. The Tenant contractor shall also maintain in Tenant Premises at all times during construction of the Premises a set of reproducible as-built drawings indicating changes and/or job conditions.

6.5.7 CONFLICTS

Where conflict between building codes,

utility regulations, statutes, ordinances or other regulatory authority requirements and Landlord requirements, as set forth herein exist, the more stringent will govern.

6.5.8 CONSTRUCTION SIGNAGE

The Tenant Contractor shall not post any Contractor or Subcontractor company name or sign on the barricade. The Tenant's sign or insignia is permitted on the barricade.

The Tenant Contractor must post all signage as required by the Landlord for public safety or general warning, and conform to all state, local and federal regulations.

6.5.9 TEMPORARY ELECTRICAL

All expenses incurred shall be the Tenant's responsibility. Landlord will provide temporary power within 200 feet of Tenant Premises. When Scottsdale Quarter permanent power is available, Tenant will be required to tie into permanent power within three (3) weeks of construction start date. For each day exceeding the three (3) weeks, Tenant's Contractor will be charged \$50.

6.5.10 LIFE SAFETY AND MAINTENANCE

For life-safety and maintenance, the Tenant Contractor must contract with the following subcontractors:

1. Landlord-approved Electrical Contractor to make final connection and provide/install breaker at Mall Service Panel;
2. Landlord-approved Fire Sprinkler Contractor to design and install sprinkler system;
3. Landlord-approved Energy Management Contractor to install energy management system from Tenant VAV to Mall Main Panel;
4. Landlord-approved Roofing Contractor to do all penetrations and repairs to roof.