

POINTE ORLANDO CONSTRUCTION MANUAL

2020



POINTE ORLANDO

ORLANDO, FLORIDA

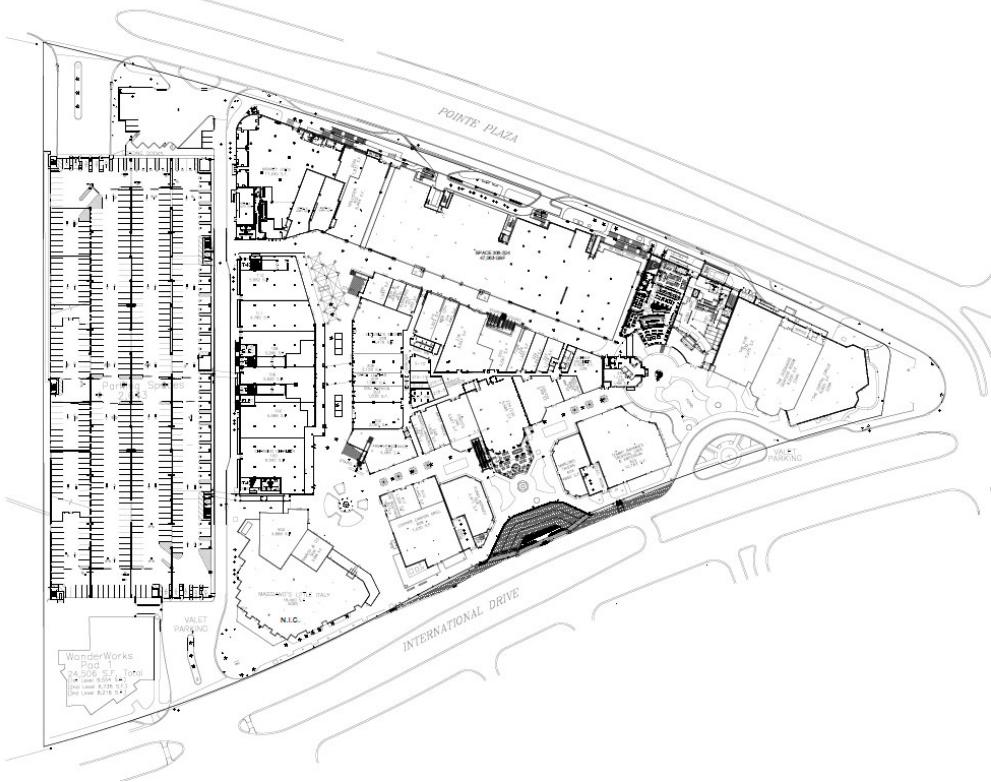
TENANT STORE DESIGN & CONSTRUCTION MANUAL

Forward:

This Tenant Manual contains the criteria and procedures to be understood and strictly observed by Tenants, their Architects, Contractors, and other representatives to insure the efficient design and construction of the Tenant spaces. Conformance to the criteria and procedures in this manual will expedite plan reviews and the construction of the Tenant stores, thus avoiding unnecessary delays.

It is imperative that you and your consultants have a mutual understanding of the lease, its attached exhibits and the contents of this manual. **In the event that there is any conflict between the lease and this manual, the lease and its Exhibit's shall govern.**

(Pointe Orlando Site Plan – Ground Floor)



(Pointe Orlando Site Plan - Second Floor)



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SECTION I. JURISDICTIONAL AUTHORITIES/DIRECTORY

- Building Department:** Orange County Administration Building
Division of Building Safety – First Floor
201 South Rosalind Avenue
Orlando, FL 32802-2687
Phone: (407) 836-5550
- Fire Marshall:** Fire Safety, Fire Alarm, Fire Sprinkler
Orange County Fire Marshal
109 East Church Street, Lower Level
Orlando, Florida 32801-3319
Phone: (407) 836-0070
- Zoning & Signage:** Orange County Administration Building
Division of Building Safety
201 South Rosalind Avenue
Orlando, FL 32801
Phone: (407) 836-5550
- Water Service:** Utilities Engineering Division, Development Engineering Section
Grease Traps and Interceptors
9150 Curry Ford Road, 2nd Floor
Orlando, FL 32825
Phone: (407) 254-9900 or Email: Utilities.DevEngineering@ocfl.net
- Sanitary Service:** Orange County Utilities
Located in: Orange County Water Reclamation
:
9150 Curry Ford Rd, Orlando, FL 32825
Phone: (407) 836-5515
- Electric Company:** Duke Energy
3250 Bonnet Creek Road
P.O. Box 10,000
Lake Buena Vista, FL 32830-1000
Contact: Customer Service
(407) 629-1010 or (800) 700-8744
- Natural Gas:** TECO People Gas
600 W. Robinson Street
Orlando, FL 32801
Contact: Construction Coordinator
Phone: (407) 425-4662
- Telephone Co:** AT&T Corporate Office Orlando
6021 Rio Grande Ave S,
Orlando, FL 32809-4613
Phone: 1-(866) 620-0000
- Cable:** Contract Property Owner
407-264-9950

Health Department: Orange County Health Department
832 W. Central Blvd.
Orlando, FL 32805
Phone: (407) 836-2600

Restaurant Inspection & Licensing: Department of Business & Professional Regulation
Division of Hotels & Restaurants
Phone: (850) 487-1395

International Drive Review Board: Orlando Plaza Partners (O.P.P.)
Master Developer
7575 Dr Phillips Blvd # 310,
Orlando, FL 32819
Phone: (407) 351-1717

SECTION II. TENANT DRAWING SUBMISSION REQUIREMENTS AND PROCEDURES

(The following summary is provided for Tenant's convenience; refer to OUTLINE OF LANDLORD'S AND TENANT'S WORK, Section III, PROCEDURES AND SCHEDULES FOR COMPLETION OF PLANS for complete information.)

A. Tenant Coordination

All prints, drawings, information and other material to be furnished by Tenant as required shall be delivered to the Tenant Coordinator or Pointe Orlando Development Company in care of:

Landlord's Architect Contact:

Allen Dedels, AIA
Cooper Carry
191 Peachtree Street NE, Suite 2400
Atlanta, GA 30303-1770
Phone: (404) 240-9550
FAX (404) 237-0276
Email: allendedels@coopercarry.com

Landlord:

Susan Martinez, Senior Project Manager
Pointe Orlando
9101 International Drive, Suite 1152
Orlando, FL 32819
(407) 903 – 7947
Fax: (407) 264-2905
Email: Susan.Martinez@Brixmor.com

Brian Small, General Manager
Pointe Orlando
9101 International Drive, Suite 1152
Orlando, FL 32819
(407) 903-7944
Fax: (407) 264-2905
Email: Brian.Small@Brixmor.com

B. Tenant Package

1. Landlord will forward to the Tenant a Tenant Package consisting of this manual, a space layout drawing, and a set of As-built or Base Drawings. The drawings will include technical and design information relative to the Tenant's premises. This information must be distributed to Tenant's architect by Tenant.
2. The information provided by the Landlord is based on information found in the base building contract documents or other existing drawings and may not reflect as-built conditions. **It is the responsibility of the Tenant or Tenant's architect and contractor to field verify all information pertaining to the premises.**

C. Preliminary Design Drawings

All Tenants are required to have their preliminary plans reviewed and approved by Landlord prior to the start of final drawings. Landlord to review and approve with it sole discretion, unless otherwise provided in lease.

Within twenty (20) days of receipt of the Tenant Package from Landlord, Tenants shall submit to the Landlord **three (3) sets of prints** of the Tenant's Preliminary Design Drawings showing the store floor plan, storefront design, reflected ceiling plan, and sample board along with a color elevation or photographs of similar storefronts where variation exists from storefronts provided by Landlord. This package should include separate drawings for signage in accordance with the Sign Criteria. Should the

Preliminary Design Drawing be disapproved, the Tenant shall submit corrected drawings within seven (7) days after receipt of disapproval from Landlord.

D. Final Working Drawings and Specifications

All Tenants are required to have their complete permitted plans reviewed and approved by Landlord prior to the start of construction.

Within thirty (30) days after receipt of Landlord's approval of Tenant's Preliminary Design Drawings, Shopping Center Tenants shall submit to the Landlord **two (2) sets of prints** of Tenant's Construction Documents. Construction Documents shall be prepared by Tenant in strict compliance with the Tenant Package, this Tenant Manual, the Preliminary Design Drawings as approved by Landlord, and the complete requirements for drawing preparation and submission set forth in OUTLINE OF LANDLORD'S AND TENANT'S WORK, Section III., PROCEDURE AND SCHEDULES FOR THE COMPLETION OF PLANS AND SPECIFICATIONS. **Landlord reserves the right to make any on site corrections to the approved plans that may be required.**

E. Approval of Tenant Plans

Tenant shall prepare all its plans and perform all work to comply with all governing statutes, ordinances, regulations, codes, and insurance rating boards; take out all necessary permits and obtain certificates of occupancy for the work performed by Tenant, all subject to Landlord's approval. Landlord's approval of Tenant's Plans does not relieve the Tenant of its obligation to complete its work in accordance with the terms of the lease.

SECTION III. PERMIT APPLICATION AND REQUIREMENTS

(The following summary is provided for Tenant's convenience; refer to OUTLINE OF LANDLORD'S TENANT'S WORK, Section III., PROCEDURES AND SCHEDULES FOR COMPLETION OF PLANS, for complete information.)

A. Building Department

It is the Tenant's responsibility to conform to all applicable statutes, ordinances, regulations and codes, and to obtain all necessary licenses and permits for the construction of the Tenant's premises. Specific questions regarding the applicable codes or items within the Code and/or permits or permit fees should be directed to the proper authorities.

B. Permit Application

Before Orange County will issue a building permit, the Tenant must submit a copy of the Landlord's final reviewed and approved Tenant Drawings to the building department. All tenant drawings submitted to the building department must be coordinated through the Senior Project Manager.

If Tenant has received approval of preliminary plans by Landlord, Tenant may submit final plans to Landlord and for permit simultaneously. However, any Landlord comments shall be incorporated into final permit drawing updates.

To obtain the required Orange County Permits, the Tenant or Tenant's construction representative must submit nine (9) complete blackline sets of working drawings and specifications stamped and signed by Tenant's architect and/or engineer registered in the State of Florida to Orange County Building Department. All plans must contain full code summaries and all other specific information required by the building codes. You will need the Fire Marshall's approval letter. Coordinate drawing submission requirements with the local building department.

As of the printing of this manual, the current turnaround time for the permit review process is a minimum of thirty (30) days per review.

C. Health Department

Prior to the issuance of a building permit, all restaurant (food) Tenants must submit complete sets of stamped working drawings and Specifications to the Environmental Health Department for review and approval. Coordinate drawing submission requirements with the local health department.

D. Handicapped Requirements

Each Tenant shall verify with the building department the provisions for the handicapped and any ADA requirements as required by Orange County or other entities having jurisdictional authority.
SECTION IV.

Section IV: CONSTRUCTION RULES AND PROCEDURES

(Refer to OUTLINE OF LANDLORD'S AND TENANT'S WORK, Section IV., PROCEDURES AND SCHEDULES FOR CONSTRUCTION OF THE PREMISES, for complete information.)

A. Commencement of Construction

Tenant may commence work in the Tenant's premises only after receiving Landlord's written final approval of Tenant's working drawings and acquiring and submitting to Tenant Coordinator all required permits from authorities having jurisdiction. Two (2) weeks prior to entering the premises, the Tenant's contractor must schedule a preconstruction meeting with the Landlord's onsite representative. Pointe Orlando is an operating center; every effort must be made not to interfere with the daily merchant and customer review any coordination issues with the tenant coordinator.

No work shall commence until the Tenant's contractor furnishes the following:

1. Five (5) days prior to the commencement of any work, the Tenant's contractor shall furnish the Landlord's on-site representative a Certificate of Insurance evidencing all insurance coverage required by the lease.
2. A copy of all required permits and licenses shall be given to the Landlord's onsite representative.
3. A copy of the building permit must be displayed in a prominent location at the Tenant's premises with a copy to Landlord's onsite representative.
4. A list of all contractors and subcontractors that will be working at the premises shall be given to the Landlord's onsite representative for approval with daytime and nighttime phone numbers.
5. Tenant's contractor will visit the construction site and have a coordination meeting with the Landlord's onsite representative. Tenant's contractor shall return, to the Landlord all forms required.
6. Payment of \$5,000 for security deposit must be made in advance of construction. Deposit shall be utilized for reimbursement of any work not completed. Balance will be reimbursed at end of project. Payable to: Brixmor Property Group, 9101 International Drive, Suite 1120, Orlando, FL 32819
7. A copy of the general contractor's Construction Schedule.

8. Any and all other information required by Landlord's onsite representative.

B. Deliveries and Access

All deliveries shall be coordinated with the tenant coordinator. Adjacent sidewalks and other common areas must be kept clear and clean. Landlord may clear areas of Tenant materials at Tenant's expense, if not removed by Tenant. No metal wheeled carts will be permitted on public sidewalks. Public sidewalks must be protected from construction activities with plywood or Masonite sheathing.

C. Trash Removal

During initial construction, fixturing and stocking, Tenant and Tenant's contractor, subcontractor, and suppliers shall provide a trash removal service to remove construction debris from the premises daily. Location for such dumpster will be designated by the tenant coordinator and follow landlord's trash program. It is the Tenant's responsibility to break down its boxes and place its trash in the containers provided. Accumulation of Tenant's trash and debris within the premises or in the common areas, exit corridors, or loading docks which is not removed immediately by the Tenant may be removed by the Landlord at Tenant's expense. Should this situation develop, and Landlord must remove Tenant's trash, the charge to the Tenant will be \$0.30 per square foot per each occurrence.

D. Parking

Construction personnel vehicles must be parked in accordance with the directives of the Operations Manager. A general rule is that construction parking will be in a designated area of the parking garage, at a current monthly fee of \$90.00 plus \$20 activation. This fee is subject to change.

E. Unloading

Parking in service areas is strictly prohibited. Vehicles delivering materials or merchandise must be promptly unloaded and immediately removed. Delivery hours shall be thirty (30) minutes prior to or after operating hours if the center is open. Unattended vehicles parked in the service areas or in unauthorized areas may be towed at Tenants expense. Coordinate all deliveries prior to actual delivery date with Landlord's on-site representative.

F. Temporary Utilities

The Tenant shall be required to arrange for their own temporary electrical through the Operations Manager. Tenant's Contractor shall transform electrical power if required. See

G. Use of Common Area

For purposes of security and protection of the Center finishes from damage, access to the sidewalks and common areas shall be subject to the control of the Operations Manager. At no time shall the sidewalks and common areas be used by the Tenant's contractor or its employees for any work whatsoever, or for lounging, eating or rest breaks. Tenants with rear doors shall load all equipment and/or supplies through the rear door. Any supplies not loaded through rear doors must be coordinated with Landlord.

H. Protection of Work and Property

Tenant and Tenant's contractor shall protect their work from damage and shall protect the work of other Tenants and Landlord from damage by Tenant, Tenant's contractor, and their employees and subcontractors.

I. Strictly Prohibited Work and Practice

1. Combustible materials above finished ceilings or in any other concealed, non-sprinklered space are prohibited.
2. Imposing any excessive structural load, temporary or permanent, on any part of the Landlord's work or structure without the advance written approval of Landlord is strictly prohibited. Tenant is responsible to anticipate any excessive structure loads. Tenant is also prohibited to suspend anything from roof deck. Any changes to roof loads must be approved by Landlord's structural engineer at Tenant's cost.
3. Cutting any openings in Landlord's floor slabs, walls, or roof is prohibited unless written approval is provided in advance by the Landlord.
4. Installation or display of any construction sign is prohibited in any part of the shopping center or on the leased premises.

J. OSHA

Tenant and Tenant's contractor shall be solely responsible for conforming to all applicable requirements of OSHA.

K. Permanent Utilities and Business Licenses

Tenant shall make timely application and pay for all fees to the water, power and telephone utilities to secure permanent service and to the appropriate governmental authorities for all required business permits and licenses.

L. Barricades

Tenant shall install, at Tenant's expense, a temporary construction barricade. If Landlord provides said barricade, Tenant shall reimburse Landlord at the rate of \$95.00 per lineal foot of barricade. Landlord provided graphics will be an additional sixty-five dollars (\$65.00) per lineal foot for graphics. Tenant may submit their own graphics for Landlord approval. Coordinate installation of barricade with Operations Manager. Under no circumstances is the barricade to be dismissed without Operations Manager prior approval.

M. Guarantees

Tenant's work must be performed in a first-class workmanlike manner. All warranties or guarantees as to materials or workmanship with respect to Tenant's work shall be contained in the contract or subcontract and so written that such guarantees and warranties shall insure to the benefit of both Landlord and Tenant, as their respective interests appear, and so such guarantees and warranties can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurances necessary to effect the same.

N. Certificate of Occupancy

Tenant shall be responsible to obtain a Certificate of Occupancy promptly following the completion of Tenant's work and shall promptly forward a copy to the Landlord's Operations Manager.

O. Landlord Improvements

Tenant acknowledges that Landlord shall have the right to charge Tenant for certain improvements, additions and other work performed or caused to be performed to the leased premises by the Landlord, although such work may not be itemized in the Lease.

P. Liens

Tenant agrees to deliver to the Senior Project Manager a complete release from all liens and affidavits arising out of Tenant's construction work. Copies of lien waivers and contractor's affidavit statements can be found in the supplemental information section of this Manual.

Q. As-built Drawings

Within thirty (30) days of Tenant's store opening, Tenant shall provide Senior Project Manager with one (1) set of reproducible as-built drawings and specifications indicating all changes made from the original drawings during construction.

R. Work required by

Coordinate the following requirements with Operations Manager:

1. Any and all roof penetrations must be performed by Landlord's roofing contractor contracted by Tenant at Tenant's expense.
2. Tenant's General Contractor must contract with Landlord's approved sprinkler contractor for any sprinkler modification work at Tenant's expense.
3. Final alarm interface between Tenant alarm and Landlord alarm panel will be performed by Landlord's alarm contractor at Tenant expense.

Section V: OUTLINE OF LANDLORD'S AND TENANT'S WORK

This Exhibit describes the obligations of the Landlord and the Tenant for the design and construction of the premises and further sets forth the divisions of responsibility for the construction of improvements, the obligations for payment of design and construction costs, and the procedures to be followed by Landlord and Tenant.

SECTION I. OUTLINE OF LANDLORD'S WORK

A. Building

1. Structure
2. Roof
3. Materials and Finishes

B. Common Areas

1. Common Exterior Areas
2. Common Interior Areas

C. Landlord's Work Within Premises

1. Walls

2. Ceilings
3. Structure: Floors
4. Rear Door
5. Storefronts
6. Plumbing System
7. Fire Protection System
8. HVAC Criteria
9. Electrical Criteria Service
10. Gas
11. Telephone

- D. Location of Landlord's Work for the Building and for Other Tenant Improvements Within the premises
- E. Existing Improvements Within the Premises
- F. As-Is Conditions

Section VI. OUTLINE OF TENANT'S WORK

- A. Criteria
 1. Jurisdiction and Codes
 2. Permits and Approvals
 3. Design Loads
 4. Standard Project Details
 5. Materials
 6. Landlord's Approval
- B. Architectural Work and Finishes
 1. Storefront, Signs, and Store Design
 2. Floors
 3. Walls, Partitions, and Doors
 4. Ceilings
 5. Toilet Rooms
 6. Trade Fixtures and Furnishings
 7. Stairs
 8. Stock Room and Exit Access
 9. Mezzanines
- C. Structural
- D. Fire Protection/Fire Alarm Systems
 - E. Plumbing
 1. Sanitary Drainage
 2. Domestic Water
 3. Ventilation
 4. Gas Service
- F. Heating, Ventilating and Air Conditioning (HVAC)
- G. Electrical

SECTION III. PROCEDURES AND SCHEDULES FOR THE COMPLETION OF PLANS AND SPECIFICATIONS

- A. Base Drawings
- B. Preliminary Design Drawings
- C. Final Working Drawings and Specifications

SECTION IV. PROCEDURE AND SCHEDULES FOR THE CONSTRUCTION OF THE PREMISES BY TENANT

- A. Commencement of Construction
- B. Certificates of Insurance
- C. Lien Waivers
- D. General Requirements

SECTION V. TEMPORARY FACILITIES DURING CONSTRUCTION

- A. Heating
- B. Temporary Utilities
- C. Trash Removal
- D. Payment
- E. Barricades

SECTION VI. CONSTRUCTION CHARGE BACKS/REIMBURSABLES

See Attached

SECTION VII. LANDLORD'S LETTER OF ACCEPTANCE

See delivered letter from Property Manager to Lessee

SECTION I. OUTLINE OF LANDLORD'S WORK

Landlord or its predecessor has constructed, or will, to the extent necessary, construct the Following:

A. Building

That portion of the center consisting of a shell structure constructed in accordance with local building codes, with materials by and depending on the location, as determined by the Landlord as follows:

1. Structure
 - a. A steel and/or concrete column and joist structure with concrete block and/or light gauge metal framing wall and concrete slab.
2. Roof
 - a. Roofing of a three-ply built-up roof on metal deck and standing seam metal roof.
3. Materials and Finishes
 - a. Exterior walls of painted stucco finish on masonry and/or painted stucco on exterior sheathing over light gauge metal framing and factory painted finish aluminum and glass storefront or as may be determined by Landlord.

B. Common Areas

The common areas shall have materials as determined by Landlord as follows:

1. Common Exterior Areas
 - a. Hardscape and softscape areas, pedestrian circulation on brick paver sidewalks and pedestrian pass-thru areas, street trees in metal grates and planted areas, street lighting, landscaping, benches, trash receptacles, directories and traffic signs. Courtyards, arcade and traffic signs, lighting and landscaping.
2. Common Interior Areas
 - a. Common Public Areas: Lighted and sprinklered pedestrian pass-thru corridors, rest rooms, and other public facilities and amenities.
 - b. Common Service Areas: Lighted and sprinklered exit corridors as required, service areas, project equipment storage areas, janitor closets, cleaning equipment rooms, mail boxes, project management offices and all other areas, facilities, equipment, and structures used in the maintenance and operation of the Center.

C. Landlord's Work within the Premises

The following is a description of the construction, and its limitations, to be provided by the Landlord:

1. Walls

Provide perimeter walls and demising metal studs partitions with unfinished gypsum wallboard. Sound insulation and wall finishes shall be provided by Tenant unless described in Landlord work letter. Landlord shall provide insulation to perimeter walls if required by code. Wall finishes provided may differ if space is existing.

2. Ceilings

The Landlord shall not provide a ceiling within the premises. Certain structural elements, project piping, and duct work may reduce clear height. Tenant shall have the responsibility for verification of clear height. Ceiling finishes provided may differ if space is existing.

3. Structure: Floors

Existing concrete floor slab throughout the ground level buildings. An 8" structural slab and approximately 5 ½" topping slab is provided for buildings on the second level, slab thickness may vary. Refer to base building drawings for slab thickness. Tenant to provide concrete slab where there is new shell construction. Floor finishes provided may differ if space is existing.

4. Rear Door

A rear hollow metal 3' – 0" x 6' – 8" service door as required by code with a lockable handset, closure, threshold, drip edge, and weather stripping. Tenant may install rear doorbell at Tenant's cost, per Landlord criteria. Rear door finishes provided may differ if space is existing.

5. Facades and Storefronts

Tenants shall provide a one (1) hour fire-rated full height storefront façade and entrance door and hardware to Premises in accordance with Landlord's Storefront Design Criteria. Entrance shall be ADA compliant. Tenant shall install fabric and/or metal awnings. Ceiling fans may be installed at Landlord's option. Any changes at Tenant entrance required by Tenant shall be at Tenant's expense and in accordance to the criteria established herein. Tenant must provide sprinkler protection on both sides of all exposed storefront glass. Facades and Storefronts finished provided may differ if space is existing.

6. Plumbing System

a. Landlord shall provide for retail Tenant:

1. A 4" sanitary stub-out.
2. A ¾" cold water stub-up with valve on common area meter.
3. A 4" vent stub-up thru roof.
4. A back-flow prevention and box per building.
5. Space for a water meter per building (individual meter by Tenant).
6. Plumbing conditions provided may differ if space is existing.

- b. Landlord shall provide for restaurant Tenant:
1. One 4" waste stub-outs to be maintained by Tenant.
 2. One 4" sanitary waste stub-out.
 3. A 2" water service stub-out in ceiling. Meter to be provided by Tenant.
 4. One 4" vent stub-out thru roof.
*Unless otherwise described in Tenant's Lease.
 5. Plumbing conditions provided may differ if space is existing.
 6. Sanitary and storm sewer mains serving the building.

7. Fire Protection System

Landlord shall install "in shell space" condition sprinkler system with risers, piping grid and open shell head placement sufficient to obtain shell building permit. The adjustment to head location and piping configuration to meet Tenant store design shall be done by Tenant's fire protection contractor at Tenant's expense.

8. HVAC Criteria

Tenant will provide all HVAC, unless otherwise described in Tenant's lease.

9. Electrical Criteria Service

Landlord shall, in accordance with and at a point designated in Landlord's drawings, provide an empty 2 ½ "conduit with pull wire (from the Landlord's 200 amp electrical panel served from meter center), or electrical service as currently exists in Tenant space, to terminate at the rear premises for Tenant's combined lighting and power (including HVAC). Electrical service in excess of this capacity, shall be provided at Tenant's electrical service shall be 120/208-volts, 3-phase, 4-wire service. Landlord shall provide a disconnect and meter at meter center.

Tenant shall provide his own emergency power when and where required. Landlord will furnish a pull box at premises which is to be connected by Tenant to Landlord's main fire alarm system to interface with Tenant's fire alarm system including sensing and actuating devices. Landlord shall provide one (1) pull box and empty conduit into Tenant's premises.

Tenant is responsible to provide a complete electrical system, including conductors.

10. Gas

Landlord will make provision for gas at meter center. Tenant is responsible for piping and installation. Tenant shall provide meter or sub-meter. Tenant responsible for any cost due to gas upgrades.

11. Telephone

Landlord shall provide for telecommunication two (2) empty 1" conduit with pull cord from a service panel located adjacent to the electrical meter center at the rear of the building to the premises in a location adjacent to the electrical service conduit and terminated 0' - 2" from the finished floor.

D. Location of Landlord’s Work for the Building and for Other Tenant Improvements Within the Premises

Landlord shall have the right to locate both vertically and horizontally and alter, maintain, and repair utility lines, air ducts, flues, duct shafts, drains, sprinkler mains, and valves and such other facilities within the premises as deemed necessary by Landlord. Landlord’s right to locate these facilities within the premises shall include facilities required by or for any other Tenant or Tenants. It shall be the Tenant’s responsibility to provide access panels in its finish work where required by the Landlord.

E. Existing Improvements within the Premises

Existing improvements may exist within the premises. All existing conditions shall be verified by the Tenant. Failure to verify the existing conditions shall not relieve Tenant of any expenses or responsibilities resulting from that failure. Tenant may reuse portions of existing improvements subject to Landlord’s prior written approval. Reuse of existing improvements shall be clearly indicated on the Preliminary Design and Working Drawings. **Landlord makes no warranty or representation as to the condition or suitability of existing improvements reused by Tenant.**

F. As-Is Conditions

Certain leases state that the Tenant takes the space in an “as-is condition.” By doing so, any upgrades, whatsoever, that must be performed to the space to accommodate the new Tenant shall be done by the Tenant at the Tenant’s expense. Some Tenant work will be required to be completed by the Landlord’s approved contractors contracted directly by the Tenant’s General Contractor.

SECTION II. OUTLINE OF TENANT’S WORK

Tenant, at its sole cost and expense, shall provide all improvements other than those performed by Landlord as set forth in this Exhibit. Tenant improvements shall be completed in accordance with the procedures and schedules set forth in the Exhibit, and shall meet the following:

A. Criteria

The criteria and outline specifications as set forth herein in this Exhibit, the Tenant Store Design and Construction Manual, and Space Layout Drawing, which are incorporated herein by reference and which may be revised from time to time by Landlords (collectively, the “Criteria”), represent minimum standards for design, construction, finish, and operation of premises by Tenant. Landlord has already furnished or will furnish to Tenant the foregoing Criteria.

1. Jurisdiction and Codes

The project is located in Orange County and the State of Florida. All design and construction work shall comply with applicable statutes, ordinances, regulations, laws, and codes of the above mentioned jurisdictions and all other applicable regulations, requirements, codes, and standards, including but not limited to the following:

- a. (FBC) Florida Building Code
- b. Fire Protection – Conform to NFPA
- c. Electrical – National Electrical Code
- d. Life Safety – NFPA 101

- e. All State and local Building Codes and Regulations
- f. Fuel Gas – 2003 International Gas Code and Local Fuel Gas Utility
- g. OSHA Requirements
- h. Underwriter’s Laboratories, Inc. Standards
- i. Landlord’s fire insurance underwriters
- j. The standards, regulations and requirements of OSHA, EPA, National Consumer Protection Agency, and any other public utility servicing the Center
- k. General Landlord Requirements

It is the Tenant’s responsibility to ensure compliance with all relevant codes, obtain all approvals, and pay all fees in connection therewith. The Landlord reserves the right to correct any noncompliance issues using its own contractors if compliance is not met by Tenant within the Landlord’s stated time frame and at Tenant’s expense, although landlord is not required to do so, nor does the landlord assume any liability.

2. Permits and Approvals

Prior to the commencement of construction by Tenant, building and other permits shall be obtained by Tenant at Tenant’s expense and posted at the premises as required. Copies of the permits must be delivered to Landlord’s onsite representative.

3. Design Loads

The loads imposed by Tenant’s Work, including dead and live loads and merchandise loads, shall not exceed the allowable capacity of existing structural systems and components thereof. Tenant shall be responsible for determining the allowable capacities and for all costs associated with same. The cost of investigation of Landlord’s structure by Landlord, when required due to suspected excessive loading, shall be paid by Tenant.

4. Standard Project Details

Standard Project Details, as issued from time to time by Landlord’s architect and as they pertain to Tenant’s work, shall govern Tenant’s work. Such details shall be incorporated by Tenant into its working drawings for the premises.

5. Materials

- a. Only new, first-class materials and Landlord approved fixtures shall be used in the finishing of the premises.
- b. Copies of material test certificates must be filed with all agencies and Landlord prior to occupancy of the premises.

6. Landlord Approval

Landlord’s written approval shall be obtained by Tenant from the Senior Project Manager prior to the undertaking of any construction work which deviates from the working drawings as approved by Landlord or the undertaking of any modifications whatsoever to Landlord’s building shell or structural components or to the utilities supplied by Landlord or any other work not explicitly shown on said working drawings. Landlord’s approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof or for their consistency with applicable codes, and Tenant shall be solely

responsible thereof. Tenants shall install canvas awnings, as indicated on Landlord's drawings, as per criteria in Section "C," page 85.

B. Architectural Work and Finishes

1. Storefront, Signs, and Store Design

The Tenant shall construct a full height storefront including entrance door, or an allowance given as per lease agreement. In some leases, the Landlord may be responsible to construct the storefront. Tenant is responsible for repairs or any damage it causes to Landlord's exterior walls or adjacent Tenant facades.

Tenant shall finish flooring, gypboard applied and finished to Landlord installed metal stud partition in accordance with the required fire rating of such wall display platforms, show window backgrounds, doors, screens, ceilings, lighting, and signage in accordance with the Criteria as approved by Landlord on Tenant's drawings.

2. Floors

- a. All ground level Tenant shall install any portion of concrete floor slab after Tenant's plumbing work has been completed. Slab shall be four (4) inches thick, 4000 psi concrete, doweled at joints and reinforced with 6" x 6" – W 1.4 x W 1.4 welded wire mesh, or match existing slab conditions if different. No modifications to the second floor concrete slab may be made without prior Landlord approval and Landlord's Engineers review.
- b. Any Landlord approved penetration of floor slab by Tenant shall be designed to match existing floor slab and troweled with finish flush to existing floor.
- c. Tenant shall provide waterproofing protection consistent with codes and as directed by Landlord.
- d. In all sales areas, Tenant shall provide commercial grade carpeting, hardwood or floors, quarry tile or other floor covering materials as are approved by Landlord on the Working Drawings. All other areas shall be covered by Tenant with suitable floor covering materials. Use of resilient floor tile in Tenant's sales area is specifically prohibited. Sealed, exposed concrete flooring is permitted in Tenant areas. Tenant shall provide hard surface flooring at entry to tenant space, 6' minimum depth and flush with sales floor finishes.

3. Walls, Partitions, and Doors

Tenant shall perform all work on walls, partitions, and doors, other than that to be performed by Landlord under Landlord's work, subject to the following standards:

- a. Tenant shall provide all required fire dampers or other suitable protection devices if fire-rated walls are permitted to be penetrated.
- b. Where the premises have been previously occupied and Tenant elects to retain existing walls, the existing walls shall be repaired or improved by Tenant to a condition which will satisfy the Landlord and the fire rating requirements.

- c. Penetration of exterior walls by Tenant shall not be permitted except as approved in writing by the Landlord prior to the commencement of such work.
- d. All partitions within the interior of the premises shall be of metal stud construction and shall have gypsum board finish on all sides with taped and spackled joints. Any combustible materials applied to partitions shall be covered with a fire-retardant coating.
- e. All columns within the premises, including those in demising walls, shall be furred and finished by Tenant, unless otherwise approved by Landlord.
- f. Walls defining the premises from other Tenants' premises shall be covered on Tenant's side to the structural deck above with gypsum board taped, spackled and painted to form a one-hour rated wall.
- g. Walls defining the premises from service or exit corridors shall be covered on Tenant's side to the structural deck above with a minimum of two (2) layers of 5/8" thick gypsum board taped, spackled and painted to form a two-hour rated wall. Roof deck flutes at the top of the wall shall be filled with approved fire safety material as required. All wall construction shall meet International Building Code as well as any and all pertinent code and regulatory requirements.
- h. Landlord may require Tenants having excessive noise levels, such as restaurants, bars, night clubs, music stores, clothing stores or arcade game stores, to provide sound insulation at the ceiling and in demising walls separating the premises from other Tenants.
- i. Tenant shall provide and install fire stops as required by applicable codes.
- j. All interior wall surfaces shall be finished by painting, decorating, paneling or the application of a wall covering.
- k. If required by code, Landlord shall provide one exterior rear service or exit door: Insulated hollow metal, recessed, "B" label, which shall be a minimum of 3' - 0" x 6' - 8" with minimum #18 gauge fire rated frame. If Tenant's layout requires door to be relocated or additional door, Tenant shall obtain Landlord approval and shall relocate or add new door except at structural support location as specified at Tenant's expense.
- l. Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have one and one-half pair butts, wall or floor stops, 18" high kick plates, locksets, push-pull plates, and other hardware as required by applicable codes.
- m. Rear exits of stores may have locksets, but these must open from the inside without a key (classroom lock function). Emergency egress must be possible from the store at all times. The lockset installed on a rear door during construction is temporary for the conveniences of Tenant's contractor. Tenant shall install a permanent lockset.
- n. Tenant may add rear doorbell at Tenant's cost per Landlord Criteria.

4. Ceilings

- a. Tenant's ceiling work includes all work related to ceiling treatments including light coves, soffits, fascia's, dropped ceilings, acoustical treatment, ornamental specialties, and other related items.
- b. Tenant ceilings shall be of non-combustible construction and shall be gypsum board or acoustical tile of concealed suspension type. Regular type regressed metal grid lay-in type incorporating a 2' x 2' Regular type tegular acoustical tile or 2' x 4' Standard 2' x 4' grid systems shall only be permitted in stock areas not visible to the public. Other ornamental, acoustical tile or "open" ceilings may be permitted subject to Landlord's prior written approval. All ceiling materials must be class "A".
- c. Ceilings shall be of the accessible type, or access panels shall be provided to allow Landlord access to base building equipment as may be required. Coordinate with Landlord's on-site representative. Repairs due to Tenant's failure to coordinate, shall be at Tenant's cost.
- d. Furring, framing, and blocking shall be of non-combustible materials meeting codes.
- e. Tenant may expose roof structure upon receiving Landlord's approval. Verify allowable ceiling height in field. Exposed structures must be painted.
- f. If an expansion joint occurs through the Tenant space, the Tenant is responsible for the construction of the ceiling affected by that joint in a manner consistent with acceptable construction design practices.

5. Toilet Rooms

Tenants shall provide toilet facilities. Fixtures, stall partitions, specialties such as toilet room mirrors, and accessories shall be as required for the premises by any governmental and or other authority having jurisdiction over the premises. Tile or F.R.P. panels are required installed on all walls to a minimum height of 48" above finished floor. A waterproof membrane shall be installed under the tile floor and up all walls a minimum of four inches (4").

This membrane must be a rolled out type membrane (Nobleseal or equal). A raised handicap accessible threshold must be installed at all toilet room doors to retain water spills. Facilities shall be sized as required relative to capacity and shall meet the handicapped requirements of the governing authorities having jurisdiction, including all ADA requirements. Coordinate toilet facility requirements with local building department.

6. Trade Fixtures and Furnishings

Tenant shall provide all new trade fixtures, equipment and furnishings for use in the premises. The use of slot wall fixtures, plastic laminate and stock showcases are not encouraged, and are subject to the Landlord's review and approval.

7. Stairs

Any two (2) level Tenant spaces or Tenant spaces with approved mezzanine will be provided stairs at Tenant's expense. All stairs must be of non-combustible construction, meet all applicable building and NFPA Codes and Landlord approval.

8. Stock Room and Exit Access

Tenant shall meet all relevant code requirements for exiting through a store stockroom. Tenant shall also meet all requirements for general lighting and for emergency lighting requirements for exits through storerooms. If a rear service door is located on a service corridor, the service door must be recessed so as not to reduce the width of the service corridor when the door is opened.

At a minimum, stock room walls must be painted. Stock room floors must have a finished floor material as per the floor section of this manual. Unfinished, exposed concrete flooring is prohibited.

9. Mezzanines No mezzanines are allowed in one level spaces, unless permitted by Landlord with prior approval.

C. Structural

1. Any alterations, additions or reinforcements to Landlord's structure to accommodate Tenant's Work shall not be performed, without in each instance the prior written approval of the Landlord and building department inspectors. Tenant shall leave Landlord's structure as strong as or stronger than the original design and with finishes unimpaired. Landlord may elect to require that structural modifications be performed by Landlord's contractor at Tenant's expense. Some alterations will require the Tenant to hire, at Tenant's expense, a Landlord approved certified structural engineer or licensed architect which must submit to Landlord signed and sealed drawings and a letter certifying that the additional loads and modifications do not inhibit the structural integrity of the building.
2. No welding to building structure shall be permitted.
3. Roof penetration required by Tenant and approved in writing by Landlord (cutting of roof deck and deck material and the repair of same) shall be performed, repaired, and maintained by Landlord's designated roofing contractor at Tenant's expense. All work shall be done in accordance with the Standard Project Details and approved by Landlord's designated representative.

D. Fire Protection

Tenant's Systems

Codes and governing authorities require fire sprinkler protection for the premises. Landlord shall provide a connection for the premises. Tenant shall, at Tenant's expense, contract with Landlord's approved sprinkler contractor to install, extend or modify the automatic sprinkler system to include cross mains, branch lines, control valves, arm-overs, drops, water flow indicators, drains, test valves, orifices or other fire protection equipment (e.g., fire alarm system components fire extinguisher, etc.) as may be required for the premises, all of which shall comply with the requirements of Landlord's fire and casualty insurer, all applicable codes, standards and ordinances, all referenced, National Fire Protection Association (NFPA) standards (e.g., NFPA 13) the applicable insurance Service Bureau, and Landlord's drawings, whichever is more stringent. Tenant's system shall also be hydrostatically tested in accordance with NFPA 13 in the presence of local fire department and the landlord's on-site representative.

1. Tenant's automatic sprinkler contractor shall develop shop drawings of new or modified sprinkler systems and present drawings of same, with appropriate hydraulic calculations, to the local Fire Department and Landlords insurance underwriter for approval prior to

commencing work. One set of approved shop drawings must be filed with Landlord, prior to commencement of construction activity.

Upon completion of the work, signed copies of the appropriate contractor's material and test certificates found in NFPA 13, shall be filed with all agencies and the Landlord prior to occupancy of the premises.

2. If Tenant's occupancy be such as to require increases in Landlord's automatic sprinkler main lines or underground water service, Tenant shall be responsible for all costs of providing the upgrading of the system to meet local requirements.
3. Any damage to Landlord's sprinkler system by Tenant's work will be repaired by Landlord at Tenant's expense.
4. Automatic sprinkler equipment shall be tested by Landlord's designated representative and placed in service affording fire protection for the premises before occupancy is established. The introduction of stock, furniture, fixtures, equipment, or other combustible material to the premises is prohibited until the automatic sprinkler system is approved by the local Code Authorities and Landlord and is placed in service. The premises are to be kept free of combustible materials and trash generated by construction activity must be removed from the premises daily. Combustible enclosures for contractors' tools and storage are not permitted.
5. Landlord's fire insurance underwriter shall from time to time during the term of the Lease have the right to inspect the fire protection systems. Said system shall at all times comply with requirements of said underwriter and shall meet the conditions of its approval and any alterations, improvements, repairs, or maintenance required by such underwriter shall be Tenant's sole responsibility and shall be performed promptly at Tenant's expense upon notice of such conditions.
6. Before any construction begins, fire extinguishers shall be provided and installed in type, number, and locations as required by authorities having jurisdiction.
7. All sprinkler heads in the Design Control Area (drywall ceiling) at the store front must be fully recessed with blow off caps (i.e., concealed – type sprinklers). Sprinkler heads in sales areas must be fully or semi-recessed.
8. Tenant shall provide fire alarm system compatible with Landlord's system.
9. All exterior Tenant facades and storefronts must meet one (1) hour fire-rating. Storefront glass to be protected by UL listed fire sprinkler.

E. Plumbing

The following work required to complete and place the premises in finished condition ready to open for business is to be performed by the Tenant at the Tenant's own expense and shall be in addition to any work described in the Tenant Store Design and Construction Manual. Tenant's work includes, but not limited to, the following:

1. Sanitary Drainage

Landlord shall provide a sanitary sewer branch line for the premises at a location

designated in Landlord's drawings. Tenant shall design and install all facilities and extensions of service to or within the premises in accordance with the following:

- a. All plumbing work shall be installed in accordance with all local requirements and Landlord's Tenant Plumbing Criteria. Landlord's approval of Tenant's plans is not a statement of compliance with any code requirements.
- b. Materials: All underground piping and all main pipes shall be PVC DMW piping. Branch drain pipes and vent pipes shall be standard PVC.
- c. Cleanouts: Tenant shall install accessible cleanouts, as required by applicable code and Landlord's requirements and they shall terminate flush with the finished floor or wall.
- d. Backfill: Tenant shall backfill all trenches required for drainage piping using sand or crushed rock compacted in six inch (6") layers to at least 95% maximum density.
- e. Concrete: Ground Tenants shall complete concrete slab where omitted by Landlord or removed by Tenant for installation of drainage piping. Sub-grade, where disturbed, shall be replaced with six inches (6") of limestone fill, compacted to at least 95% maximum density. A vapor barrier of the same type as provided by Landlord shall be provided. Slab shall be four inches (4") thick, 4000 psi concrete, reinforced with 6" x 6" – W 1.4 x w 1.4 welded wire mesh.
- f. All Food Tenants shall provide and connect their grease laden waste lines to a separate grease trap provided by Tenant. All grease traps with automatic draw off and flow control valves are subject to Landlord's approval as to size and type and shall be installed by Tenant in food, meat preparation and dish washing areas or as may be required by code.
- g. Beauty salons and barber shops shall furnish and install combination hair and solids interceptors equal to Josam H40Q, 18" long x 18" wide x 16 ½ " high.
- h. Pet shops or pet departments shall install combination hair and solids interceptors equal to Josam H40Q, 18" long x 18" wide x 16 ½" high.
- i. All Tenants must provide floor drains in toilet, wet areas, and kitchens. Local codes shall govern; however, a minimum of one (1) floor drain in each area shall be required.

2. Domestic Water

Unless already existing, Landlord shall provide a domestic water line connection for the premises at or near the boundary of the leased premises. Tenant shall design and install all extensions and facilities within the premises in accordance with the following:

- a. Meters: Restaurant Tenant shall install at the Tenant's sole expense, the proper size water in a location acceptable to the Landlord and Water Department.
- b. Pipe material: All domestic water piping shall be type L copper with soldered fittings using 95/5 tin antimony solder. Provide dielectric fittings for connections between dissimilar piping.

- c. Installation: Tenant shall install shock absorbers in piping system to prevent noise and damage due to water hammer. All branch piping shall have accessible service valves.
- d. Insulation: Tenant shall insulate domestic hot and cold water piping with 1” thick fiberglass insulation with a non-combustible U.L. rated vapor barrier jacket. Horizontal runout piping within a plumbing chase shall not require insulation.
- e. Tenant shall install a “ball type” valve in service area outside rear of Tenant’s store for emergency shut off for Landlord.
- f. Restaurant Tenant shall install Landlord approved reduced pressure backflow prevention device.
- g. Tenants are metered individually.

3. Ventilation

Extend sanitary vents through roof or existing chases per landlord approved drawings. Plumbing vents shall be located a minimum of twenty (20’) away from any HVAC rooftop unit. Landlord’s roofing contractor must be used at Tenant’s expense for all roof penetrations.

4. Gas Service

Each restaurant Tenant shall be provided a gas stub-out. All natural gas distribution systems shall conform to proper engineering practices and the requirements of local governing authorities, the local gas company, the Landlord and its insurance underwriter’s. Gas pressure is sufficient to handle Tenant required BTUs.

- a. All of Tenant’s piping shall be black steel schedule 40 with malleable type fittings and shall incorporate capped dirt type legs at all equipment. All high pressure piping (piping before the meter) shall be welded at all fittings and joinings. Tenant is to paint Tenant gas lines to match Landlord installed gas lines.
- b. Gas piping shall be supported in accordance with Landlord’s drawings and shall not be permitted in any plenum area, except as specified herein.
- c. Gas casing shall be schedule 40, black steel, welded, with welded fittings and meet the requirements of ASTM A53. Casing shall be one pipe size larger than O.D. of gas piping passing through it.
- d. Underground gas piping passing directly beneath buildings and gas piping located in return air plenum ceilings shall be encased. Casing shall be completely gas-tight and shall be vented to atmosphere.
- e. Food service Tenant shall install solenoid valve(s) in gas line to cooking equipment. Interlock with all hood fire protection systems and verify requirements with hood supplier.

F. Heating, Ventilating, and Air Conditioning (HVAC)

1. Heating and Air Conditioning

Tenants shall furnish rooftop gas/electric package units, unless otherwise provided by lease. Tenant is responsible for all duct work distribution, diffusers, balancing, connections and electrical hookups.

Tenant shall furnish and install exhaust fans. Tenant's work shall be designed and installed in accordance with the design criteria herein, and all local requirements. No Tenant's work, as to heating and air conditioning, shall be permitted to be performed or contracted for without plans and specifications therefore having been approved by Landlord and all governmental bodies having jurisdiction. Air balance of any exhaust and make-up system shall be the responsibility of the Tenant and Tenant shall furnish the Operations Manager with two (2) copies of a certified air balance report within thirty (30) days after the rent commencement date. The HVAC systems, calculations, designs and installations shall be as recommended in ASHRAE Publications and the Landlord's Tenant Design Criteria. Tenant's work shall meet all applicable codes and ASHRAE standards.

- a. Tenant installed roof mounted equipment shall be designed for use with prefabricated full perimeter curbs or prefabricated equipment supports. All connections to the units shall be inside the perimeter curb. No direct penetration of the roof will be allowed for condensate drains, refrigerant piping, control or power wiring. All equipment is to be supported from structural members. Equipment shall not be placed on the roofing materials or insulation or on metal roof decking.
- b. Tenant to install separate exhaust system (s) if odors, excessive heat, moisture, smoke, or other air contaminants, including but not limited to those produced by food service facilities, beauty salons, or pet shops emanate from the premises, and where directed by Landlord; all such exhaust systems shall comply with NFPA standards, applicable codes, and Landlord's Drawings.

All restaurant Tenants with greasy exhaust shall provide protective collars around the base to protect roofing as approved by roof manufacturer.

- c. Balance the air supply and exhaust systems prior to operating, at Tenant's expense. Upon completion of Tenant's work, three (3) copies of the test report shall be furnished to Tenant Coordinator for review and must be approved before occupancy. Test and balancing shall be done by a certified contractor.
 1. All Tenant installed motor driven equipment shall be installed with vibration isolators sized to accommodate equipment.
 2. Roof curbs for equipment mounting shall structurally support the intended equipment or span the necessary building structural members. New applied load shall fall within design parameter provided on original construction document. Additional support shall be provided for the roof decking under the equipment mounting curb.
 3. All units must be set level. Roof mounted equipment curbs must be provided with properly designed and fabricated leveling so the equipment is level and curb installation matches the roof slope.
 4. All components and equipment shall be provided with access for ease of maintenance and service. Provide a minimum of six (6) feet clear around all sides of equipment or the minimum prescribed by manufacturer for maintenance, service and air circulation, whichever is greater.

5. All exhaust and plumbing vents must be a minimum of ten (10) feet from any outdoor air intake.
6. All roof mounted devices shall be labeled with the Tenant's name and space number. Identification shall be stenciled on at least two sides of the units with 2" high letters and shall be weatherproof.
7. All wiring for rooftop equipment shall be concealed within the rooftop unit. If this cannot be accomplished, only rigid conduit will be allowed outside rooftop unit. Conduit shall penetrate roof similar to condensate drain detail.
8. All existing conditions shall be verified. Discrepancies shall be reported to the Landlord's on-site representative for resolution before any work begins.
9. Any damage to roof caused by installation of Tenant's equipment shall be repaired by Landlord's contractor at Tenant's expense to Landlord's cost plus fifteen percent (15%) for overhead and supervision. Maximum height of any rooftop equipment shall be five feet (5') measured from adjacent finished roof to top of equipment.
10. All existing rooftop equipment that will not be utilized by a new Tenant shall be removed and roof repaired by the Landlord's roofing contractor at Tenant's expense.
11. No existing rooftop units or equipment may be reused if five (5) years or older.
12. Existing HVAC curbs shall not be modified and or re-used by Tenant replacing HVAC equipment unless the new equipment being used is direct replacement utilizing the same curb dimensions and Landlord site representative approves use. The use of curb adapters will not be allowed.
13. Tenant Shall:
 - a. Install toilet room exhaust fan at a ventilation rate complying with applicable codes.
 - b. Balance the air supply and exhaust systems prior to operating, at Tenant's expense (upon completion of Tenant's Work, three (3) copies of the test report shall be furnished to Landlord for review and must be approved before occupancy). Test and balancing shall be done by a certified contractor.
 - c. Provide fire dampers as required.
14. Air Distribution
 - a. Provide a complete air distribution system for the HVAC requirements. Provide all required components, such as duct work systems, diffusers, registers, dampers, fire dampers, etc.
 - b. All air systems shall be low pressure, as defined in the ASHRAE Guide. All duct work shall be galvanized sheet metal and insulated. All supply return and outdoor air shall be insulated for thermal and acoustical purposes. All duct systems shall be designed, constructed and installed, as recommended by ASHRAE and SMACNA.

- c. The Tenant's air distribution system shall provide adequate air motion to all portions of the demised space. All conditioned areas shall have even temperature distribution without excessive air motion.
- d. Diffusers, registers and grilles shall be of the adjustable type for volume and direction control, style to be approved by Landlord.
- e. Tenant shall use a return air duct.
- f. For replacement Tenants, contractor shall add or modify existing return air openings in the space demising walls to provide adequate free area. Contact Landlord's on-site representative for specific requirements, before any work begins.
- g. Provide manual volume dampers at all branch take-offs and duct tees.
- h. Air diffusers, registers and grilles shall be designed to coordinate with the general construction and architectural treatment of the finished spaces per Landlord approval. Exposed components shall be given a factory-baked enamel or anodized finish. Air diffusers and grilles shall be mounted in frames so the devices may be easily removed for maintenance and repair whenever the ceiling is constructed of gypsum board.
- i. Ceiling exhaust fans shall be direct driven centrifugal with insulated metal housing, back draft damper and internal isolators. Maximum noise level rating of the unit shall be six (6) sones. Interlock toilet exhaust fans with the room light switch.
- j. Duct work shall be sized for a maximum friction of 0.10 inches of water column per 100 feet of duct at design air flow. Duct velocity shall not exceed 1,500 feet per minute.

15. Exhaust and Flue

- a. Tenant shall provide and install exhaust fan back draft damper and controls to the exhaust shaft for each toilet room, kitchen hood or as required by the specifications or by the Senior Project Manager.
- b. Restaurant Tenant shall utilize water wash hood with filtration system.

16. Controls

Tenant must install all controls in accordance with manufacturers' electrical control package.

17. Miscellaneous Requirements

- a. All mechanical plans and specifications shall carry the embossed seal and signature of a registered professional engineer in the state of Florida.
- b. All show or display window areas shall be adequately ventilated.
- c. The Tenant must wire all items of HVAC equipment.

- d. All Tenant HVAC plans, calculations and specifications shall be approved by the local authorities and Tenant Coordinator prior to beginning work. All HVAC work will be inspected throughout the construction process and completion for compliance with the Tenant HVAC specifications and code requirements.
- e. Please submit to the Landlord's architectural Tenant Coordinator and on-site representative one separate set of each of HVAC calculations and prints for Landlord's records.
- f. All changes and other alternates to the specifications, drawings and basic building design shall be performed at the Tenant's expense and approved by the Landlord's Tenant Coordinator, before any work begins.
- g. Exhaust System – Restaurant Tenants, pet shops, beauty salons, barber shops and any other occupancies which, in the sole opinion of Landlord, produce odors, shall provide an exhaust system which shall prevent such odors from entering other Tenant spaces. Whenever possible, Tenant shall construct a separate interior room to handle odor bearing services and/or equipment. Food processing hoods and exhaust systems shall be installed with dry chemical fire extinguisher system, utilize a water wash hood installed in the hood and automatic shutdown of the HVAC system, all of which shall be installed in accordance with the requirements of controlling legal authorities and the Landlord's insurance carrier. Upon alarm, the hood exhaust fan shall continue to run unless required to be shut down by the engineered hood system manufacturer. Filters used in all exhaust systems shall be non-combustible construction and all systems shall be provided with access panels.
- h. Grease Elimination – Any restaurant Tenant's kitchen roof mounted exhaust equipment shall include installation of grease collection and elimination facilities in accordance with Landlord's Drawings at Tenant's expense. Such facilities shall include, but not limited to, a grease collection pan with a drain connected to Tenant's grease trap, if permitted by local authorities and a source of hot water on the roof for use in cleaning grease accumulation within such pan. All roof penetrations shall be performed by Landlord's roofing contractor at Tenant's expense.
- i. Garbage disposals, if permitted by code, may be installed with the approval of Landlord to a grease trap link only.

G. Electrical

The Tenant shall provide at his own expense, all of the necessary electrical equipment and wiring within the Tenant space as well as to the Landlord's electrical facilities. The following information will clarify type of equipment and necessary items provided by the Tenant, and are as follows:

- 1. The Tenant is responsible for all interior distribution panels, lighting panels, power panels, transformers, conduits, outlet boxes, switches, outlets, and wires within the premises. Tenant shall provide electric conduit and boxes in ceiling and walls, including all electrical service panels, pull boxes and equipment, as required to permit Tenant to construct his work as outlined herein. All Tenant wiring shall be copper,

including the main feeder. Temporary 110V power and lighting shall be arranged by the Tenant's electrician and connected to Tenant's electric service point.

2. The Tenant is responsible for all systems, where required for intercommunication, music, burglar alarm, vault wiring, fire protection alarm system, time clock and demand control. Coordinate meter requirements with local power company.
3. The Tenant shall be responsible for the Tenant service. The Tenant service for buildings is 120/208V 3-phase and is available at the Landlord's electric/meter center. The Landlord has provided switchboards designed for the future installation of 200 Amp self-contained meter fittings and service rated circuit breakers up to a maximum of 22 volt amps per square foot for retail Tenants and 35 volt amps per square foot for restaurants Tenants. The Tenant shall provide the meter and disconnect switch units to fit in the Landlord's switchboard and the conductors between the switchboard and the Tenant space. The Landlord shall provide an empty conduit with pull wire between the Landlord's electric/meter center to the Tenant's rear wall electrical panel.
4. Dry-type transformers as may be necessary to accommodate Tenant's requirements, to be located in Tenants space.
5. Lighting and distribution panel boards required to service all electric loads in, or used in conjunction with, the premises in excess of 200A, 42 circuit panel board.
6. All temporary and permanent lighting, power, and signal outlets; lighting fixtures with lamps; emergency lighting, branch circuit wiring, and all electrical equipment required in, or associated with, the premises shall be approved by the Landlord and comply with the following: the requirements of the controlling legal authorities, the National Electric Code and the local utility. All wiring shall be installed in conduit of MC where permitted by code. Tenant's electrical contractor shall be required to provide ground fault protection for all power equipment and in the premises.
7. Make arrangements with the telephone company and provide all telephone system panels, outlets, and conduits in the premises and wire to the distribution point at the rear of the building adjacent to meter center. All telephone wire in the ceiling shall be installed to conform to applicable code requirements for a ceiling return air plenum.
8. All other electrical systems in the premises that may be required by Tenant for systems such as security, sound, intercom, etc.
9. All circuit breakers must be bolted-on type circuit breakers and switch rated. All panels, panel schedules, and controls shall be fully identified and labeled panel schedules, typed and in protective plastic sleeving.
10. Before work commences, it is the Tenant's responsibility to verify that the Landlord's existing electrical service is of adequate size to service the Tenant. Upon approval by the Landlord of any modification needed to modify the Landlord service to accommodate the Tenant's design, the modifications will be performed by the Landlord approved electrical contractor at the Tenant's expense.
11. All conductors shall be copper in conduit.
12. Keep all piping inside buildings as close to walls and as high to underside of roof framing as possible.

13. All fixtures within the Premises must be approved by the Landlord and shall conform with the following criteria:
 - a. See Tenant Store Design, Sign and Lighting Criteria Sections III, for specific lighting requirements.
 - b. All stores shall be designed with a night light circuit. The night light circuit shall have a lock tab on its circuit breaker. Utilize fluorescent or HID fixtures for this system, if possible.
 - c. Provide an emergency lighting system and exit signs to conform with local requirements. All emergency lights and exit signs shall have battery backup. As part of Landlord shell, Landlord shall provide exterior rear exit lights to comply with code.
14. Each set of Tenant electrical drawings shall include the following:
 - a. Complete load calculations to verify demand requirement.
 - b. Complete single line diagram showing all main protective devices, panels, transformer/switches, HVAC loads, conduit size and quantity and size of conductors.
 - c. Complete individual panel schedules with breaker sizes and poles, loads, etc.
 - d. Complete fixture schedule with fixture description and quantity and type of lamps.
 - e. Complete symbol list.
15. The electrical service size requested by Tenant is subject to approval by the Landlord's on-site representative.
16. The Landlord's electrical contractor is the only one allowed to enter any of the Landlord's panels or switch gear. Prior written approval is required for any exceptions. Any work at electrical meter center due to Tenant's upgrade or electrical requirements are at Tenant's expense.
17. The average maintained candlepower shall be no less than the levels recommended by the Illuminating Engineering Society per area.
18. All temporary wiring needed to work in the space should be off the Tenant space electricity and not off common area outlets.
19. All work in Landlord's meter switchboards shall be performed following these procedures:
 - a. Electrical contractor shall submit to the Landlord a schedule of work affecting the Landlord's meter center. The schedule shall identify the estimated time of work, power outages (if any), and the description of the work to be done.

- b. 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. Any work performed within the switch gear shall be performed by the Landlord's electrical contractor or under the direct supervision of the Landlord's electrical contractor. This work will be at the expense of the Tenant.
 - c. Any outages will be coordinated with the Landlord and the local utility company
 - d. 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.
20. If a replacement Tenant chooses to re-use an existing electrical system and does not modify the system in any way, the system must be tested and a letter must be submitted by a registered professional engineer in the state of Florida, bearing the embossed seal and signature of the engineer, stating that the Tenant has in no way altered the electrical system and that the entire electrical system meets all Landlord and local requirements.
21. All plans, specifications and calculations shall carry the embossed seal and signature of a registered professional engineer in the state of Florida.

SECTION III. PROCEDURE AND SCHEDULES FOR THE COMPLETION OF PLANS AND SPECIFICATIONS

All prints, drawing information, and other material to be furnished by Tenant require as required hereinafter, shall be delivered to Pointe Orlando Development Company in care of:

Susan Martinez, Senior Project Manager

Pointe Orlando

9101 International Drive, Suite 1152

Orlando, Florida 32819

(407) 903-7947

FAX: (407) 264-2905

Email: Susan.Martinez@Brixmor.com

A. Base Drawings

Landlord will furnish Tenant with one (1) set of Base Drawings giving technical and design information describing the Tenant's premises. This information must be distributed to Tenant, Tenant's Architect or Agent by Tenant Coordinator. The information found in the base drawings is based on information found in the base building contract documents or other existing drawings and may not reflect as-built conditions. **It is the responsibility of the Tenant or Tenant's Architect and Contractor to field verify all information pertaining to the premises.**

B. Preliminary Design Drawings

1. Within ten (10) days of receipt of Base Drawings from Tenant Coordinator, Tenant shall at Tenant's sole cost, submit to Tenant Coordinator **three (3) sets of prints** of Preliminary Design Drawings and specifications (sheet size shall be 24" x 36" or 30" x 42" only) showing intended design, character, and finishing of the premises. Such package shall include separate drawings for signs in accordance with the criteria. The Preliminary Design Drawings shall include, but not be limited to exterior, indicating proposed Tenant signage, including blade signs and interior design of the premises, including a color rendering, or photographs of similar storefronts, of the proposed storefront (if Tenant proposes to alter Landlord's designed storefront in any way), plans, reflected ceiling plans, elevations, sections, and sample board indicating materials, color selections, and finishes to be used at the premises. (Page 42)

A ¼" = 1' - 0" color rendering of the storefront is required with Preliminary Design Drawing submission, if Tenant proposes to alter Landlord's designated storefront in any way. Refer to Section C. II, D. 1., Sign Criteria for Specific Sign Drawing Requirements.

2. Aesthetics of the store and its relation to The Center and other Tenants is a major concern in the approval process. It is mandatory that the Tenant submit the complete information as required above as soon as possible to avoid delay in plan revisions and/or construction. Upon receipt of all items required by Landlord under paragraph B.1 above, Landlord shall review Tenant's Preliminary Design Drawings.

3. Within a reasonable period after receipt of the Tenant's Preliminary Design Drawings, Landlord shall return to Tenant one (1) set of prints of Preliminary Design Drawings marked either Approved, Approved as Noted, Revise and Resubmit or Rejected. Preliminary approval made in good faith does not restrict Landlord from further comments on Construction Documents.

Note: Landlord's approval pertain only to items graphically shown in detail and not to items noted by reference or implied. Tenant must specifically note all items that alter Landlord's standard installation and criteria, or those items are not considered approved. It is not Landlord's responsibility to examine every detail for compliance.

4. If the Preliminary Design Drawings are returned to Tenant marked Revise and Resubmit and/or Make Corrections Noted, said drawings shall be revised immediately by Tenant and resubmitted to Landlord for review within ten (10) days of Landlord's transmittal to Tenant. This procedure shall be repeated until the Landlord requires no resubmission.

C. Final Working Drawings and Specifications

1. Upon written approval of the Preliminary Design Drawings, Tenant shall, at its sole expense, utilize the services of a registered architect, licensed in the state of Florida, to prepare all working drawings and specifications (hereinafter referred to collectively as the "Working Drawings"). All Working Drawings, prepared by or on behalf of The Center Tenants, shall be submitted to Landlord for approval in the form of **two (2) sets of prints** within fifteen (15) days from transmittal to Tenants of Landlord's approval of the Preliminary Design Drawings.

Within a reasonable period after receipt of Tenant's Working Drawings, Landlord shall review Tenant's Working Drawings, and notify Tenant as to whether Landlord approves or disapproves said drawings. If Landlord disapproves, Landlord shall set forth the revisions it requires and Tenant, within ten (10) days after receipt thereof, shall make appropriate revisions and resubmit the Working Drawings to Landlord. Landlord shall then approve or disapprove said revised drawings as set forth herein.

2. Tenant shall have sole responsibility for compliance with all applicable statutes, codes, ordinances, and other regulations for all work performed by or on behalf of Tenant on the premises. Landlord's or Landlord's agent's or representative's approval of Tenant's Working Drawings or of Tenant's Work shall not constitute an implication, representation, or certification by Landlord that said Working Drawings or Tenant's Work is in compliance with said statutes, codes, ordinances, and other regulations. In instances where several sets of requirements must be met, Landlord's insurance underwriter's or the strictest standard shall apply where not prohibited by applicable code.

3. Tenant shall submit nine (9) sets of signed and sealed blackline prints to Orange County for permit submission. The approximate review time will be seven (7) days from the date the reviewer receives the drawings.

4. Simultaneous with Tenant's Working Drawing submission, Tenant shall submit two (2) sets of blackline prints of engineered sprinkler plans reflecting all modifications to standard grid system and new sprinkler piping to be installed to Landlord's insurance underwriter, if required, and the Fire Marshall for review and approval. Upon completion of Tenant's Work and before Tenant opens for business at the premises, Tenant shall submit to Landlord written proof, if required from Landlord's insurance underwriter, that the fully installed system was approved by said underwriter, and Tenant shall submit to Landlord and Landlord's insurance underwriter copies of all material and test certificates. Tenant shall use a sprinkler contractor designated by Landlord at Tenant's expense to perform all work, prepare all drawings and secure all required approvals.

5. Working Drawings shall be prepared by Tenant in strict compliance with the Criteria, and requirements set forth in the Exhibit, and shall conform to the preliminary Design Drawings as approved by Landlord. Where existing equipment or conditions are proposed to be reused, these shall be accurately indicated on the Working Drawings and are subject to Landlord's approval.

Working Drawings shall be done on 24" x 36" or 30" x 42" size sheets only and shall include, but not be limited to, the following:

ITEMS	SCALES (MINIMUM)
a. Key plan showing location of store within premises	No minimum scale
b. Floor and fixture layout plans	1/4" = 1 foot
c. Overall sections	1/4" = 1 foot
d. Reflected ceiling plans	1/4" = 1 foot
ITEMS	SCALES (MINIMUM)
e. Plan, elevations, and section of storefront	1/4" = 1 foot
f. Details of storefront	1-1/2" = 1 foot
g. Details of special conditions encountered	1-1/2" = 1 foot
h. Interior elevations	1/4" = 1 foot
i. Full sections of types of partitions used	1/2" = 1 foot
j. Door schedule with jamb details, including list of hardware, room finish schedule	1/2" = 1 foot
k. Storefront indicating Tenant signage and interior finish and color sample board (maximum size 11" x 17")	Part of Preliminary Design Drawings Submittal
l. HVAC, plumbing, sprinkler plans	1/4" = 1 foot
m. Mechanical details	No minimum scale
n. Electrical details, fixture schedules, riser diagram, and phase balanced panel board schedules	No minimum scale
o. Mechanical/Electrical Design Submittal Forms, Design Submittal Forms shall be Incorporated onto Working Drawings. (See Mechanical/Electrical Design Criteria and Supplemental information section)	

- p. Sign drawings (see Sign Criteria section of this manual)* Please identify Sign Fabricator if part of Construction Permit.
- q. Electrical equipment layout for main electrical room (each area) $\frac{1}{2}'' = 1$ foot

** All drawings shall bear the embossed seal and original signature of Architects and Engineers, duly registered in the State of Florida, that prepared the drawings*

SECTION IV. PROCEDURES AND SCHEDULES FOR THE CONSTRUCTION OF THE PREMISES BY TENANT

A. Commencement of Construction

1. Tenant shall commence Tenant's Work within five (5) days after receiving Landlord's written approval of Tenant's Working Drawings or building permit, or thereafter if otherwise directed by Landlord in writing, and Tenant shall diligently complete the same, and in no event shall finish later than the Rent Commencement Date (as defined in the lease). Two (2) weeks prior to the start of construction, the Tenant's contractor shall schedule a preconstruction meeting with the Landlord's on-site representative and shall submit to Landlord, at least five (5) days prior to the commencement of construction, the following information and items:
 - a. For Landlord's approval, the names, addresses, representatives' names, and telephone numbers of the General Contractor and all Subcontractors (hereinafter referred to collectively as "Tenant's Contractor") which are to be engaged in the construction of Tenant's Work.
 - b. Tenant Contractor's construction schedule which includes but is not limited to the actual commencement date of construction and the estimated date of completion of construction work and fixturing work and the date of projected opening of the premises for business.
 - c. Performance and labor and material bonds for Tenant's Contractor, if so required by Landlord, in form and issued by a company reasonably satisfactory to Landlord.
 - d. Itemized statement of estimated construction cost, including architectural, engineering, and contracting fees.
 - e. Certificates of Insurance as described in this manual.
 - f. A copy of the Building Permit and contractor's licenses.
 - g. All required security deposits.
 - h. Payment of any other charges as may be required by local village management.
 - i. Routes for construction access, employee parking areas, trash handling, electric power, barricades, hours of allowable construction, restriction, rules, etc. will be discussed at this time.

j. Tenant and/or its contractor must present to Landlord's Project Manager at the project one complete set of working drawings and specifications approved by the Landlord and applicable legal authorities before tenant will be able to start construction on the premises.

k. Tenant shall complete all the Tenant improvements on or prior to rent commencement date.

l. Landlord's written approval shall be obtained by Tenant prior to the undertaking of construction work which deviates from or modifies in any material way Tenants' approved plans and specifications or any other work not explicitly shown on plans and specifications.

m. Tenant's written acceptance of the premises with all Landlord's work completed per schedule C of the Lease.

B. Certificates of Insurance

In addition to the foregoing, Landlord and Tenant shall not permit Tenant's Contractor to commence any work until all required insurance has been obtained and certificates evidencing such coverage have been delivered to Landlord's on-site representative. Tenant shall secure, pay for and maintain or cause Tenant's General Contractor to secure, pay for and maintain during the continuance of construction and fixturing work within the premises the following insurance, which shall provide in all policies that all endorsees shall be given thirty (30) days prior written notice of any alteration or termination of coverage, in the following amounts. All policies shall be written with insurers acceptable to the Landlord.

1. **Workmen's Compensation** at statutory limits, as required by applicable state law, and Employer's Liability Insurance, with limits for coverage "B" of not less than \$500,000.00 and as required by any Employee Benefit Act or other statutes applicable where the work is to be performed, as will protect Tenant's Contractor from any and all liability under the aforementioned acts. To claim a State Workmen's Compensation Waiver please provide, contact (850) 413-1609.

2. **Comprehensive (or Commercial) General Liability Insurance** (including Independent Contractor's Liability) in an amount not less than **\$2,000,000.00** per occurrence and in the aggregate whether involving personal injury liability (or death resulting therefrom), bodily injury or property damage liability or a combination thereof. Such insurance shall provide for explosion and collapse coverage and contractual liability coverage and shall insure the Tenant's Contractor against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the Contract whether such operations are performed by the Tenant's Contractor or by any one directly or indirectly employed by any of them.

3. **Comprehensive Automobile Liability Insurance**, including the ownership, maintenance and operations of any automobile, owned, hired and non-owned in an amount not less than \$1,000,000.00 per occurrence whether involving personal injury liability (or death resulting therefrom), bodily injury or property damage liability or a combination thereof. Such insurance shall insure the Tenant's Contractor against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under its Contract with Tenant

whether such operations are performed by the Tenant's Contractor or by any one directly or indirectly employed by any of them.

4. Owner's and Contractor's Protective Liability Insurance insuring Landlord and Tenant against any and all liability to third parties for damage because bodily injury liability (or death resulting therefrom), and property damage liability of others or a combination thereof which may arise from work in the completion of the premises and any other liability for damages which the Tenant's Contractor is required to insure under any provisions herein. Said insurance shall be provided in minimum amounts as follows:

Bodily injury and property damage in a minimum combined single limit of \$2,000,000.00.

5. All policies shall be endorsed to include Pointe Orlando Development Co. and their respective beneficiaries, trustees, agents and employees as additional insureds.

6. Tenant agrees to indemnify, defend, and hold harmless Landlord and its trustees, beneficiaries, partners, officers, agents and employees from and against all claims, liabilities, losses, damages, and expenses of whatever nature including those to the person and property of Tenant, its employees, agents, invitees, licensees, and others arising out of or in conjunction with the performance of Tenant's Work except to the extent same may arise out of Landlord's or its trustees', beneficiaries', partners', officers', agents' or employees' negligence, it being understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in the substitution for same.

7. Coordinate any additions or changes to the above insurance requirements with Landlord.

The Certificate Holder and Additional Insured to be listed as:

Pointe Orlando Development Company, a California general partnership, By Brixmor ERT, LLC, a Delaware limited liability company, its general partner, and Brixmor Property Group, Inc. The Description Box should have the property space address, as well as the phrase: "The Certificate Holder shall be named as additional insured".

Certificate Holder address should be:

Brixmor Property Group
9101 International Drive, Suite 1152
Orlando, FL 32819

C. Lien Waivers

1. During the performance of the Tenant Improvements by Tenant, and not less than once every thirty (30) days, Tenant shall obtain lien waivers from all contractors and subcontractors and from all suppliers, material men or laborers providing goods and services in excess of \$5,000 and shall provide Landlord with copies of such lien waivers and Releases and with any other evidence reasonably required by and satisfactory to Landlord in order to evidence that the Tenant Improvements have been fully paid for. Tenant shall require that all professionals, contractors, subcontractors, performing Tenant Improvements or supplying goods for such work supply to Landlord properly executed, unconditional Release of Liens (and, at Landlord's request, Affidavits) confirming that all labor and materials payments relative to

Tenant Improvements are fully paid upon completion of the Tenant Improvements. It shall be Tenant's obligation to insure that all such Releases and Affidavits clearly identify the Premises, contain the full legal name for the releasing parties, and are executed only by a party with actual and apparent authority to bind the releasing party (e.g. a vice president or president of a corporation, manager or managing member of an LLC, general partner or a partnership, etc.) and Landlord shall have no obligation to fund any portion due for Tenant Improvement allowance unless and until all such required releases and affidavits are reviewed by Landlord and properly executed. Tenant shall also execute and deliver a termination of notice of commencement to Landlord upon request.

D. General Requirements

1. All contractors engaged by Tenant shall be bondable, licensed contractors, having good labor relations, and be capable of performing quality workmanship and working in harmony with Landlord's contractors and other contractors in the building. Tenant shall coordinate Tenant's Work with the Landlord's Work. Tenant shall submit name of all contractors, subcontractors and other parties that will be performing such work and Landlord reserves the right to disapprove and such contractor and subcontractor or parties performing such work.
2. All required building and other permits and fees in connection with the construction and completion of the premises shall be obtained and paid for by the Tenant.
3. Landlord shall have the right to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant or have the Tenant's General Contractor contract with Landlord's approved contractor at Tenant's expense, any of Tenant's Work which Landlord determines shall be performed. Such work shall be limited to work which Landlord deems necessary to be done on an emergency basis and to work which pertains to structural components, roofing, general utility systems and the erection of temporary enclosure barricades for the premises during construction and during the period prior to the opening of the premises for business.
4. Tenant's Work shall be subject to the inspection of Landlord's representative from time to time during the period in which Tenant's Work is being performed. A Landlord punch list will be issued at completion of the project. Items on the punch list must be completed and be acceptable to Landlord's on-site representative. Should any items, at the sole discretion of the Landlord, have major aesthetic implications, the storefront barricade will remain in place and the Tenant will not be allowed to open until these items have been corrected and signed off by the Landlord.
5. Tenant shall apply for any required utility connections and pay for all meters and fees as required.
6. On the completion of Tenant's Work, all of Tenant's facilities Shall be fully operable without defects.
7. All work performed by Tenant during the term of the Lease shall be performed so as to cause the least possible interference with other Tenants and the operation of the Center, and Landlord shall have the right to impose reasonable requirements with respect to this manual and the timing and performance of Tenant's Work in order to minimize such interference. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and police same property. Construction equipment and materials are to be located in confined areas

and truck traffic is to be routed to and from the site as directed by Landlord so as not to burden the construction or operation of the Center. Tenant's Contractor shall coordinate with Landlord's on-site representative for the delivery and removal of its equipment and materials. Landlord shall have the right to order Tenant or any contractor or subcontractor who willfully violates the above requirements to cease work and to remove its equipment and employees from the building.

8. No approval by Landlord is valid unless in writing, signed by Landlord or by Landlord's designated representative for such purposes.

9. Completion Requirements; Inspection Reports and Certificate of Occupancy: Upon completion, Tenant shall deliver to Landlord two (2) complete sets of plans ("As-Built") containing a certification to Landlord from Tenant's architect that the plans accurately reflect the Tenant Improvements to the premises "as-built," and an affidavit ("Certified") executed by a duly authorized officer of Tenant and certified by Tenant's architect and general contractor(s), representing and warranting that the Tenant Improvements have been completed (a) substantially in accordance with any plans and specifications and working drawings previously approved by Landlord, and (b) in accordance with all applicable Legal Requirements. Tenant shall provide Landlord with a copy of all inspection reports and approvals received from any Legal Authority or utility company with respect to the Tenant Improvements. Tenant shall be required to obtain and provide Landlord with a copy of a certificate of occupancy ("CO") prior to opening the premises.

10. All construction access to the Tenant's space must be through the rear service door if available. Contractors requiring any delivery through the front door shall have prior approval from the Tenant Coordinator.

Use of the front entrances shall be kept to a minimum and shall be for those Tenants not served by a rear service door. Tenants shall be responsible for protection of all sidewalk finish surfaces and shall repair all damage caused by Tenant or Tenant's contractor. All repair work shall be completed by Landlord approved contractors as directed by the Landlord's on-site representative.

11. Storage of tools or materials in service areas is prohibited, except as approved by Landlord's on-site representative. All tools and materials are to be confined to the Tenant's space. The Landlord is to be held harmless and takes no responsibility for lost or stolen articles.

12. All work must be coordinated with Senior Project Manager prior to commencement of work.

13. Landlord has the right to enter the premises at any time.

14. Landlord reserves the right to make any on-site corrections, clarifications, and/or changes to the approved plans.

15. Pointe Orlando is an operating center; every effort must be made not to interfere with the daily merchant to customer. Tenant and contractor must review all issues affecting the common area or over all environment with the Tenant Coordinator.

SECTION V. TEMPORARY FACILITIES DURING CONSTRUCTION

A. Heating

If necessary, Tenant will provide temporary heat for the premises during construction. See attached construction related fees.

B. Temporary Utilities

During initial construction, Tenant shall arrange with utility company for temporary electrical service. See attached construction related fees.

C. Trash Removal

For Tenant fixturing and merchandise stocking, the Tenant shall provide trash removal service from areas designated by Landlord. Tenant shall be responsible for breaking down boxes and placing trash in containers in such designated trash areas. Tenant shall accumulate its trash in containers supplied by Tenant, which shall be removed at Tenant's expense. Tenant shall not permit trash to accumulate within the premises or in the service area adjacent to the premises. Should Landlord deem it necessary, and its sole discretion, to remove Tenant's trash because of any accumulation, the extra charge to Tenant will be cost of the dumpster plus labor. See attached construction related fees.

D. Payment

The cost of any work performed by Landlord on behalf of Tenant including that provided in this Section V shall become due and payable in full within thirty (30) days after Tenant has been invoiced for same by Landlord. Interest shall accrue on unpaid invoices as per the Lease provisions, at the rate of 1% per month of the unpaid balance.

E. Barricades – Please see attached Barricade Requirements

Tenant shall install, at Tenant's expense, in accordance with the following, a temporary construction barricade if Tenant installs his own storefront. If Landlord provides said barricade, Tenant shall reimburse Landlord at the rate of \$95.00 per lineal foot of barricade and \$40.00 per lineal foot for graphics. Coordinate barricade construction requirements, if applicable, with Landlord's on-site representative.

1. The Landlord shall provide all graphics on the barricade. If Tenant's graphics are to be used, the Landlord shall review and install. Tenant shall reimburse Landlord at the rate of \$40.00 per linear foot for graphics. If Tenant does not supply their own graphics, the Landlord shall provide graphics.
2. The barricade shall project into the front sidewalk a maximum of 1' – 0" Out from the lease line and temporary widen for storefront work.
3. Floor attachment shall not be permitted to the finish sidewalk paving.
4. Tenant shall match Landlord's color for barricade.
5. Stand Alone stores will have Yodock water ballast, fencing and fabric approved.

**SECTION VI. CONSTRUCTION CHARGEBACKS/REIMBURSABLES,
POINTE ORLANDO, ORLANDO, FLORIDA**

Standard Fees for Construction Related Items

Plan Review	\$500
Temporary Storefront Barricade (installed by approved vendor)	At Cost
Temporary Storefront Barricade Graphics (installed by approved vendor)	At Cost
Trash Removal Fee (if removed by landlord) per occurrence	\$400
Shut down coordination of fire alarm or sprinkler system “1st day”	\$500
(Note: Red Tag – Fire Impairment Notification is required) additional days	\$250
Shut down coordination of electric system serving other Tenants 1st day”	\$500
additional days	\$250
General Contractors sign displayed on property/job site	\$100/week
Construction dumpster left on property	\$250/week
Construction or storage trailer parked on property	\$250/week
Landlord attendance at hearings or meetings (at request of Tenant or Contractor)	\$750/event

SECTION VII. LANDLORD'S LETTER OF ACCEPTANCE

Upon completion of Tenant's construction and fixturing work within the premises, Landlord shall inspect the premises and, if the premises are acceptable, a Letter of Acceptance shall be issued by said representative for the premises. The issuing of said Letter of Acceptance shall be contingent upon the following:

1. Tenant shall have satisfactorily completed Tenant's Work in accordance with the Working Drawings approved by Landlord including completion of all Landlord punch list items.
2. Tenant shall have furnished Landlord with original notarized Final

Waiver of Lien and Contractor's Affidavits in such form as may be required by Landlord (copies of which are included in this manual) from all parties performing labor or supplying materials in connection with such work showing that all of said parties have been compensated in full, including Tenant's Architect, Engineer, Tenant's Contractor, and any other party with whom Tenant contracted directly for labor or materials furnished Tenant in or for the premises.

3. Final Certificate of Occupancy.

Unless Landlord expressly agrees in writing otherwise, Tenant shall not open the premises for business until Landlord issues the Letter of Acceptance. See Attachment for County Requirements.



DIVISION OF BUILDING SAFETY
ROBERT C. OLIN, MANAGER
201 S. Rosalind Avenue, 1st Floor · Reply To: P.O. Box 2687 · Orlando, FL 32802-2687
407-836-5550 · Fax 407-836-5510
www.ocfl.net/building

ATTENTION ALL USE PERMIT APPLICANTS

A use permit is required for a change of tenant or owner of a commercial building or tenant space. A change of occupancy classification of a building or tenant space as defined by the Florida Building Code will require the building or space to comply with the current codes including the Florida Accessibility Code.

The following steps need to take place in order to obtain a use permit:

1. When applying for a use permit, you must apply first at the Orange County Business Tax Department located on the 2nd Floor, 201 S. Rosalind Avenue, Orlando, FL.
2. After your application is processed, please proceed to the Orange County Zoning Division for approval of the type of business use. The Zoning Division is located on the 1st Floor, 201 S. Rosalind Avenue, Orlando, FL. Please sign in first on a computer located at the front desk.
3. Any proposed change of use, which term or phrase shall include a change, redevelopment or modification of the character, type or intensity of use, shall require a concurrency evaluation. Please contact the Concurrency Management Office at 407-836-5691.
4. Please proceed across the hall to the Orange County Division of Building Safety. The processing application fee for a "Use Permit" from the Division of Building Safety is \$26.00 (At this time you will be required to show your Zoning approval or Local Business Tax Receipt).
5. Inspections will be conducted by the Orange County Division of Building Safety and Orange County Fire Rescue.
6. A Certificate of Occupancy will be issued when the inspections have been made and approved by both the Orange County Division of Building Safety and Orange County Fire Rescue Department.
7. One working day after inspection, please call the Records Section of the Division of Building Safety at 407-836-5768 to check on the status of the Certificate of Occupancy. Please refer to the building permit number located at the top right hand corner of your receipt.
8. Please refer to the reverse side of this sheet for a list of the most frequent causes of failed use inspections.

Revised 03/19/12

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2/19/2012

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

PRODUCER Name and Address of Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Name and Address of Contractor Contracts over \$250,000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A: Name(s) of insurance Company(ies)</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Name(s) of insurance Company(ies)		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Name(s) of insurance Company(ies)													
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INSURER E:													

Sample D-1 over \$250,000

COVERAGES: THE POLICIES DESCRIBED HEREIN HAVE BEEN SUBJECT TO THE INSURER'S LIMITS FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REVISIONS, ENDORSEMENTS, CONDITIONS, CONTRACTS OR OTHER DOCUMENTS IN CONNECTION WITH THIS CERTIFICATE, THE COVERAGE AFFORDED MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY NUMBER	Date	Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	POLICY NUMBER	Date	Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	POLICY NUMBER	Date	Date	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below OTHER	POLICY NUMBER	Date	Date	<input checked="" type="checkbox"/> INC (STATUTORY LIMITS) <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder shall be named as additional insured. Pointe Orlando Development Company, a California general partnership, By Brixmor ERT, LLC, a Delaware limited liability company, its general partner, and Brixmor Property Group, Inc.

CERTIFICATE HOLDER Brixmor Property Group 9101 International Drive, Suite 1152 Orlando, FL 32819	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Signature
-------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Additional Insured and Certificate Holder listed:

Box 1:

The Description Box should have the property space address, as well as the phrase:

The Certificate Holder shall be named as additional insured.

Pointe Orlando Development Company, a California general partnership, By Brixmor ERT, LLC, a Delaware limited liability company, its general partner, and Brixmor Property Group, Inc.

Box 2:

Certificate Holder address should be:

**Brixmor Property Group
9101 International Drive, Suite 1152
Orlando, FL 32819**

						Uninsured Motorist		\$ 250,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000	
		DED	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N			<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p> <p>Re: Inspections, 9101 International Drive Suite 1120 Pointe Orlando Development Company, a California general partnership by Brixmor ERT, LLC, A Delaware limited liability company, it's general partner, and Brixmor Property Group, Inc. are granted additional insured status by the General Liability policy with regard to the operations of the named insured when required by written contract or agreement.</p>									
<p>1</p>									
CERTIFICATE HOLDER					CANCELLATION				
<p>Pointe Orlando Development Company 9101 International Drive Suite 1120 Orlando FL 32810</p>					<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>				
					<p>AUTHORIZED REPRESENTATIVE</p>				
<p>2</p>									

BRIXMOR PROPERTY GROUP
STANDARD SITE RULES FOR CONTRACTORS

1. Contractor is responsible to protect all utilities that run through, above or below the existing demised space.
2. Any work that creates loud noises or vibrations (floor slab saw-cutting, jack-hammering, etc.) that will disturb existing business must be performed during non-business hours.
3. All utility shut downs must be coordinated with Property Manager a minimum of two (2) business days prior to the scheduled shut down. Contractor is responsible for paying any cost associated with utility down time and/or re-start charges for tenants that will be affected by the shutdown. Landlord is to be advised immediately of any accidental interruption to any utility service.
4. In most cases, the existing sanitary sewer line may be shared with the adjacent Tenant(s). If Tenants work requires any disturbance or alteration to the existing sewer line that would affect the operation of the adjacent tenant(s), the work must be done during off hours, and completed prior to open of business the next day. The Tenants contractor shall coordinate his work with the Property Manager and adjacent Tenant(s) affected. It is the Tenants contractors' responsibility to assure the adjacent Tenants sanitary sewer line is fully operational before covering any new connections.
5. All under-slab trenches will be backfilled and compacted. The vapor barrier will be repaired and taped. The slab, a minimum of 4" thick, will be replaced with concrete with 28 day strength of no less than 3,000 pounds. Upon Owner's request, Contractor shall furnish written evidence (test results, inspection reports, etc.) that work was completed in accordance with this requirement.
6. All roof penetrations must be patched and/or repaired to an approved standard specific to the type of roofing system that is currently installed. If the current roofing system is under warranty, Landlord will require tenant and its contractors to utilize Landlord's specified roofing contractor to maintain the warranty. Coordinate roofing activities with the Property Manager.
7. Contractor is responsible to provide, empty, and remove project dumpsters. All dumpsters are to be located in the rear of the leased premises or in an area designated by the Property Manager. Full dumpsters are to be removed by Contractor, if not; the Landlord will remove and charge Contractor. At no time shall the Contractor permit any construction debris or trash to be deposited in Tenant or Shopping Center dumpsters.
8. Locking and opening of space is the responsibility of the Tenant or its Contractor. Space must be secured at all times when Contractor's employees and subs are not on site.
9. A copy of all required permits, contractor and subcontractor contact sheets (name of contractor, contact person, address and phone number), general contractor's and all subcontractors' Certificates of Insurance are to be filed with Brixmor Property Group, prior to the start of construction. Tenants permit plans must be reviewed and approved by Brixmor Property Group prior to start of construction. All required permits must be clearly posted on site.
10. Welding, burning, or use of open flames by the Contractor or Subcontractor without written authority from the Landlord is prohibited. A fire watch shall be utilized whenever open flames are used within ten (10) feet of combustible materials, or as directed by local fire officials.

11. In order to minimize casualty risk to the premises and occupants therein, Tenant shall comply with Landlord’s policies relative to all work performed within the Premises with special attention to required safety practices . Among these are the Hot Work and Red Tag programs Landlord follows when conducting its own work.
 - a. Hot Work- Any Tenant or contractor performing work in Tenant’s premises wishing to conduct “Hot Work” must first notify Landlord and secure a Hot Work Permit from the Landlord for any Hot Work, defined as any cutting, welding, brazing, etc. that uses an open flame, or generates either sparks or heat sufficient to create combustion. The Tenant or Contractor may not schedule or conduct the work without a completed permit and agrees to indemnify Landlord for any damages suffered as the result of a failure to comply with the terms and condition of the permit. A sample permit is attached.
 - b. Red Tag- Any Tenant or contractor performing work in Tenant’s premises who for any reason will require a temporary shutdown of fire protection systems (fire sprinkler or fire alarm- no matter what the estimated duration is expected to be) shall first secure a permit from the Landlord. The Tenant or Contractor may not schedule or conduct the work without a completed permit and agrees to indemnify Landlord for any damages suffered as the result of a failure to comply with the terms and condition of the permit. A sample permit is attached.
12. Contractors, its subs, and employees are to park vehicles only in areas designated by the Property Manager. Parking immediately in front of the center is not permitted. Trucks are not allowed in the front parking lot.
13. Any on-site construction dirt and debris must be stored and screened from view or removed from the property—all on a daily basis. Construction dirt and debris is not allowed to accumulate on any adjoining roads, parking areas, walks, or other property and shall be broom cleaned immediately.
14. Contractor, its subs, and employees are to work within the area of construction and not in public areas. Loud radios or speech are not permitted. Deliveries are to be accepted by the rear door (if none is available, the front door can be used during non-business hours).
15. Any labor disputes must be settled immediately. No picketing will be allowed within the property lines.
16. Brixmor Property Group may charge fees for construction related services and/or privileges provided to Contractor. Standard fees for construction related items are as follows:

Shut-down coordination of fire alarm/sprinkler system (Red Tag – Fire Impairment Notification required)	“1 st Day” “Each Day After”	\$500 \$250
Shut-down coordination of electric serving other Tenants	“1 st Day” “Each Day After”	\$500 \$250
Construction dumpster		\$250/week
Construction trailer / storage container		\$250/week
General Contractors sign displayed on property		\$100/week
Landlord attendance at hearings or meetings (at request of Tenant or Contractor)		\$750



FIRE IMPAIRMENT NOTIFICATION

Protection impairments occur when a fire prevention, protection, alarm or supervisory system is shut off, impaired or otherwise taken out of service completely or in part. Such circumstances are sometimes unavoidable due to a number of reasons such as a fault, failure or accidental damage of equipment, renovation or expansion of the areas being protected. As a result of these system(s) being impaired, the premises, or equipment, previously protected is now exposed to a greater loss should an incident occur. Proper impairment handling procedures can assist Management in reducing the impact of such impairments to property and life safety.

INSTRUCTIONS: When **fire protection** systems (e.g. sprinkler systems, fire detection systems, special-extinguishing systems) are impaired:

Complete this form, and email it to:

Name of Brixmor Facility	
Location (Street, City, State)	
Date and time when expected outage starts	
Expected date and time of reinstatement	
Description of impairment	
Reason for impairment	
Area of center protected	
Sprinkler valve location / number	
Name of Contractor completing the work	
Contact details of Contractor	

Action taken by Property Management

Is additional fire fighting equipment available in the impaired area?	
Is security patrolling the impaired area?	
Is the impairment monitored by a detection system?	
▪ Heat (thermal)?	
▪ Smoke?	
▪ Other (please describe)?	
Who is monitoring the detection system?	
Is a hydrant or hose reel system available for the impaired area?	
Have hazardous hot work operations such as welding and grinding been discontinued?	
Please detail any other actions taken to minimize the risk of fire?	
Has the valve / system been tagged?	
Has smoking been restricted in the area?	

***Please advise by email, when the system has been restored to normal operation**



FIRE IMPAIRMENT NOTIFICATION

If you have an emergency impairment:

- Shut down any hazardous operations in the area affected in orderly fashion. If possible, remove combustibles.
- Begin necessary repairs immediately. An up-to-date list of emergency phone numbers of contractors and vendors should be available.

Notify:

- Brixmor Management
- Local public fire officials
- Your alarm company supervising the area
- Department heads, briefing them of the problem
- Brixmor Insurance Team
- Enforce "No Smoking" and "No Hot Works" rule in all affected areas
- Have responsible individuals tour the affected areas as often as needed, but never less than every half hour
- Use emergency measures to keep items such as sprinklers and water supplies active
- Restore normal protection as quickly as possible, working continuously through all shifts until repairs are complete

A Hidden Impairment is one not known to management, but found through a good self-inspection program..

A Planned Impairment is one that is needed to extend or adjust fire protection systems for any reason.

For planned impairments:

- The Center, not the contractors doing the work, must control the impairment
- Schedule only one impairment at a time
- Notify the following people at least 24 hours in advance:
 - Brixmor Management
 - Local public fire officials
 - Any alarm companies supervising the area

- Department heads, briefing them of the problem
- Brixmor Insurance Team
- Keep as much fire protection in service as possible or practical
- Plan the work and arrange all needed items in advance to keep the impairment as short as possible
- Shut down any hazardous operations in orderly fashion before impairing fire protection. If possible, remove combustibles
- Enforce "No Smoking" and "No Hot Works" rule in all affected areas
- Have responsible individuals tour the affected areas as often as needed, but never less than every half hour

When you find a hidden impairment:

- Report the discovery to management responsible for fire protection.
- Attempt to learn why it occurred.
- Notify Brixmor Insurance Team



Hot Work Permit

WARNING: This permit must be used for ALL cutting, welding and other hot work performed outside an approved dedicated Hot Work area. The permit must be available at the work site & returned upon completion of work.

Section 1: Application for Hot Work

Employee/Contractor performing work:		Date:	
Contact Name:		Ph:	
Location of work:			
Description of works:			
Equipment to be used:			

PERMIT BEGINS

PERMIT ENDS (time job ends)

Date: .../.../... Time:am/pm

Date: .../.../... Time:am/pm

EMERGENCY INFORMATION

If a fire occurs call: 911

Ph:

Location of Nearest Fire Alarm:

Section 2: Authorization by Site/Centre Management

The above work is authorized to proceed subject to the following action being taken prior to work starting and procedures being maintained for the duration of the work. Each item is to be checked by the Permit issuer/Centre Management prior to work starting for each period (delete & initial if & where Not Applicable):

Signature:	Date:
Name:	Position/Title:

- | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------|-----|--------------------------|----|--------------------------|
| 1. Can hot work be avoided and a safer alternative used, or performed in a dedicated area | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 2. Fire sprinklers and/or thermal detectors must be confirmed as operational (where installed) | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 3. Smoke detectors must be isolated in the work area and Impairment Procedures followed. | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 4. Hose reel provided (run out, under pressure and at the work site). | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 5. Fire extinguisher provided (at the work site). | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 6. Barricades, warning signs & spark/flash screens must be provided. | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 7. Work area, trenches, pits etc must be cleared of flammable liquids, gases or vapors (testing may be required). | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 8. Combustibles located within 35 ft (vertical and horizontal) must be removed or protected with non-combustible curtains, metal guards or flame proof covers (not ordinary tarpaulins). | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 9. Sewers are secured within 50 ft radius and bleeders/vents secured within 100 ft radius | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 10. Any EPS/FSP identified prior to any hot works and alternatives to hot work used if practical. Please list special conditions below if hot work undertaken:
.....
..... | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 11. Any pipes containing flammable liquids or gas purged. | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 12. All floor & wall openings within 35 ft must be covered to prevent transmission of sparks. | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 13. The hot work area and any adjoining areas must be under a constant watch during and until 60 minutes after the work is completed (including break periods) | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 14. Monitoring (eg., periodic walk through) of the work area is to occur for a further 3 hours after the constant watch period if smoke detectors are not installed*. | NA | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Section 3: Work Completed & Area Made Safe

The work area has been under fire watch for 60 minutes after completion of work:

Signature: _____ Date..... Time am/pm:.....

The work area has been monitored for 4 hours after completion of work (if applicable)*:

Signature: _____ Date:..... Time am/pm:.....



Hot Work Permit

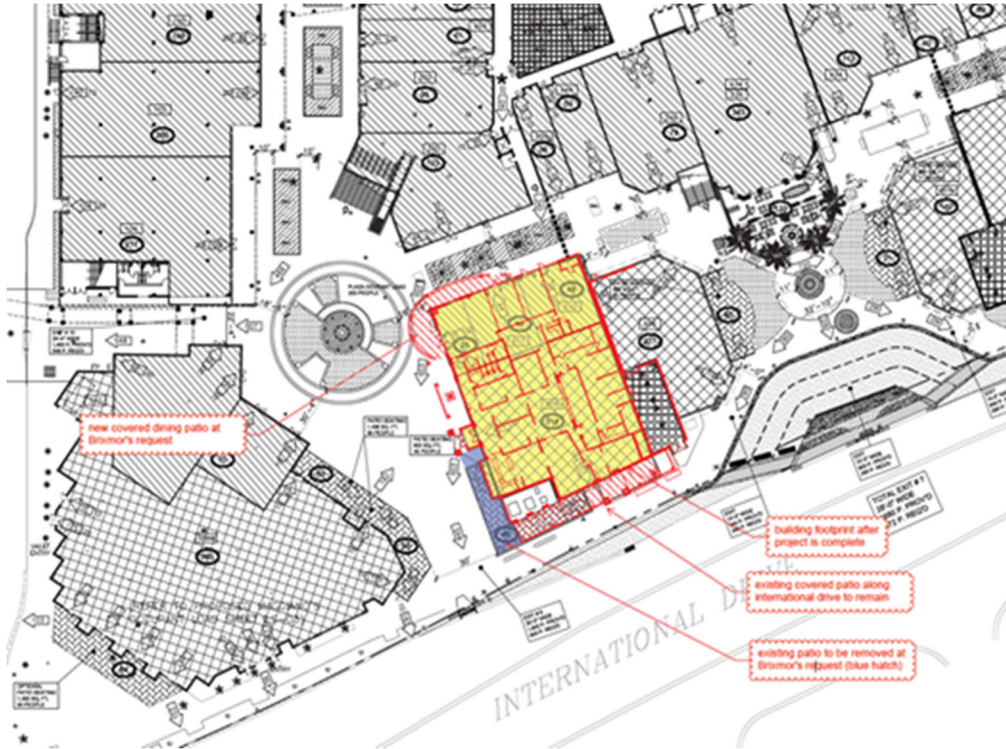
EPS Requirements

EPS (insulated sheet metal paneling with polystyrene foam core)

- Hot work within 3 ft of EPS is to be avoided if in any way practical.
- In absolutely no case will hot work be conducted onto or against an EPS panel.
- If hot work must be conducted within 3 ft of an EPS panel, that the paneling within 10 ft of the work area be covered by both an insulating and fire proof barrier such as a sheets of fibre cement board (must be asbestos free).
- That a fire hose reel be laid out and charged ready, so the fire watch can use it immediately if a fire occurs.
- That the fire watch remain in the hot work area for 2 hours after the completion of the work.

Barricade Approved Information:

Barricades require permitting submission with the property's Life Safety Plan.
Can be submitted by itself or as part of the overall Construction Drawings.



Privacy fabric must be installed over fencing on top of the water ballast (Yodocks) at 96" or 8" height. Privacy fabric will be installed with manufacturer installation requirements and concealed most of the support structure. Approved Fabric is Green.

A quick check from Amazon resulted with the advertisement below: Confirm Color with Owner



Pick your day, plan your week with FREE Amazon Day delivery

Choose FREE Amazon Day delivery below to receive this order on a day of the week that works for you

Guaranteed delivery date: Feb. 24, 2020 If you order in the next 9 hours and 13 minutes ([Details](#))

Items shipped from Amazon.com



ColourTree 8' x 50' Green Fence Privacy Screen Windscreen, Commercial Grade 170 GSM Heavy Duty, We Make Custom Size

\$67.08 ✓prime

Qty: 9 ▼

Sold by: Amazon.com Services LLC

In Stock.

Add a gift receipt

and see other gift options

Monoprice Cable Tie 14 inch 50LBS, 100pcs/Pack - Green

\$16.44 ✓prime

Qty: 1 ▼

Sold by: Amazon.com Services LLC

In Stock.

Add a gift receipt

and see other gift options

Choose your Prime delivery option:

Tomorrow, Feb. 21 and Monday, Feb. 24

FREE Prime Delivery

Monday, Feb. 24

FREE Delivery in fewest possible packages

Monday, Feb. 24

FREE Amazon Day Delivery

We'll deliver your orders together

[Choose your Amazon Day](#)

Get a \$1 reward for select digital items. [Details](#)

Contact Trinity Highway Barricades 954-805-1250.

TOLERANCES PER ONE OF SIX UNLESS OTHERWISE SPECIFIED		PARTS LIST	
ITEM	STOCK NO.	DESCRIPTION	QTY.
1	148028	YODOCK 2001MB - ORANGE	1
2	1181208	DP TRINITY PANEL	1

NOTES:
1. FINISH AND GENERAL WORKMANSHIP PER QMS-07-004 UNLESS OTHERWISE SPECIFIED.

Revision	Date	Rev.	By	Chk.	App.

D. Kuffel	10/30/013	 ENERGY ABSORPTION (including ENGINEERING AND RESEARCH DEPARTMENT)
K. Van Braken	10/04/013	
AWB	10/30/013	
YODOCK BARRIER 2001MB W/ FENCE PANEL		PART NO. 1481038 100-82 Series 1481038 1 of 1

