



TENANT CRITERIA GUIDELINES

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This Tenant Criteria has been created as an interactive PDF allowing the viewer to easily navigate the document with clickable links. Each page that is interactive is identified with the 🕁 icon as well as links highlighted in **blue**. The accessibility and efficiency of this PDF is intended to reduce the amount of printed copies in an effort to maintain sustainability throughout the project. Please consider the environment before you print.

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Statement of Intent

This Tenant Design Criteria is intended to set forth a minimum design standard for all Tenants. Each Tenant and its Architect, Contractor, Graphic Designer and/or Sign Company should be familiar with the intent, scope, and requirements of this Handbook, The information in this Handbook includes guidelines, requirements and suggestions for you and your design professionals.

The Tenant Design Criteria have been established by the Landlord to provide Tenants of La Palmera with an orderly framework for the design of their storefronts, store finishes and graphics, while recognizing the special character of the building architecture and the Tenant's logo or branding. The Criteria pertaining to storefront and awning design, materials, colors, signage, interiors and lighting must be addressed by all Tenants, including those who have a nationally or regionally recognizable logo or logotype. It is the intent of the Landlord to achieve a high level of design quality, diversity and individual expression for Tenant storefront presentation and identification. Store presentation should harmonize with the architectural character of La Palmera, yet be bold and imaginative in the style and taste of today's trends. The Landlord is concerned with all elements of the Tenant's store design, including the following:

- Exterior sign design, materials, engineering and attachment
- Exterior sign and storefront illumination
- Compatibility of signs and storefront with other materials; project design and project image as a whole
- Compatibility with adjacent Tenant areas
- Maintenance characteristics and easy restoration of storefront upon Tenant roll-over
- Storefront window and door display area
- Awning design, material and color
- Interior store design components, including finishes, fixtures, lighting and interior signage.





Statement of Intent

As one of its main directives, La Palmera has made a commitment to being a leader in environmental development. Because of this lofty goal, Tenants should be aware of the steps taken to provide the Tenant and collective patrons with an environmentally friendly center to locate, visit, and shop within.

La Palmera is a LEED CS Registered Mixed-Use Development that will provide the following environmental amenities:

Site Related Measures:

- Lighting to illuminate the building and parking only, while reducing the impact of light pollution on neighbors and the night sky.
- Preferred parking for fuel efficient and low emitting vehicles.
- Alternate public transportation access.
- A parking garage which reduces the heat-island affect and promotes a denser development.
- 95% of the existing building structure has been reused.

Water Efficiency Measures:

- Rain water collection from roof and site stored in cisterns to use for irrigation.
- Water efficient landscape planting.

Energy Efficiency Measures:

- Mechanical systems verified and tested with a fundamental commissioning program to ensure proper installation and optimum performance.
- A program in place to install highly reflective roofs that push heat away from the building envelope, thus lowering energy bills.

- An energy efficient shell building that operates at a minimum of 7% higher efficiency level than typical Code Compliant buildings and close location to public transportation.
- Infrastructure has been provided to facilitate measurement and verification of the buildings systems which use electricity.
- Skylights to reduce lighting load and to provide natural day light.
- Landlord reserves the right to purchase renewable energy.

Sustainable Materials and Resources:

- A center-wide recycling program for Tenants and Patrons.
- Materials used in the shell building and site have been delivered from recycled sources.
- Construction materials that have been purchased, manufactured, and shipped to the site from within a 500 mile radius.
- Construction waste has been diverted away from landfills and directed toward being reused or recycled.

Indoor Environmental Quality Measures:

- The establishment of a center-wide non-smoking program.
- Paints, adhesives, sealants and carpets that contain little to no volatile organic compounds (VOCs).
- Improved indoor air quality by means of using low VOC (volatile organic compounds) materials and the implementation of construction management plan.
- Improved indoor air quality during Construction resulting in better indoor air quality once completed.

Education:

- Education program to educate about sustainable design and construction features at La Palmera:
 - Website: Educate about sustainable design and construction features
 - Tours: For prospective tenants and patrons
 - Onsite Materials: Handouts, Video Screen that push heat away from the building envelope, thus lowering energy bills

Tenants are highly encouraged to pursue LEED Commercial Interiors Certification. For information on how these standards can be incorporated into the Tenant's interior design, please refer to **Section 4** of this handbook and **www.usgbc.org** for the LEED Commercial Interiors rating system.

STATEMENT OF INTENT

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TENANT CRITERIA GUIDELINES

Overall Character

Create a coherent and compelling new image for La Palmera that appeals to the local community and regional tourists as well as Mexican nationals.

- Leverage the resort nature and other assets of the Corpus Christi Padre Island community to further the "brand" of Corpus Christi while simultaneously enhancing the La Palmera Mall's brand. This project must be a point of pride for the community – a must see for residents and visitors alike.
- The external appearance of the project will convey at a glance that this is part of the vacation experience. La Palmera Mall is exceptionally well located and highly visible, particularly to travelers along South Padre Island Drive. La Palmera will capture the imagination of these thousands of passersby, conveying the message that La Palmera Mall has changed and this is something worth stopping to see.
- Improve the experiential aspects of the project's interior experience and bring them into alignment with a "retail resort" sensibility. Relaxed, stylish, fun, casual are all on message. The quality of light, both natural and artificial, the use of materials, colors and ideas should work together to appeal to women without necessarily making a "feminine" statement. It would be very desirable to have Southern Living Magazine publish an article about how La Palmera Mall exemplifies "The Corpus Christi Style." This should serve to capture new tenants that are critical to the repositioning of the mall as well.
- Create "moments" within the project to communicate that the experience inside is rich and varied, rather

than uniform and boring. This means choreographing all of the aspects of the environment, taking it from high intensity, fun and electric in some zones (perhaps the food court and the children's area), to serene and restful in other areas. Blur the transition from outside to inside wherever possible to expand the appeal and extend the stay for the shopper.

Elevate the perception of the shopping experience to bring it a bit more sophisticated, without creating an aura of exclusivity. This is a young demographic and the interior spaces and their character should be in perfect alignment with the mothers and daughters who will determine the success of our efforts.

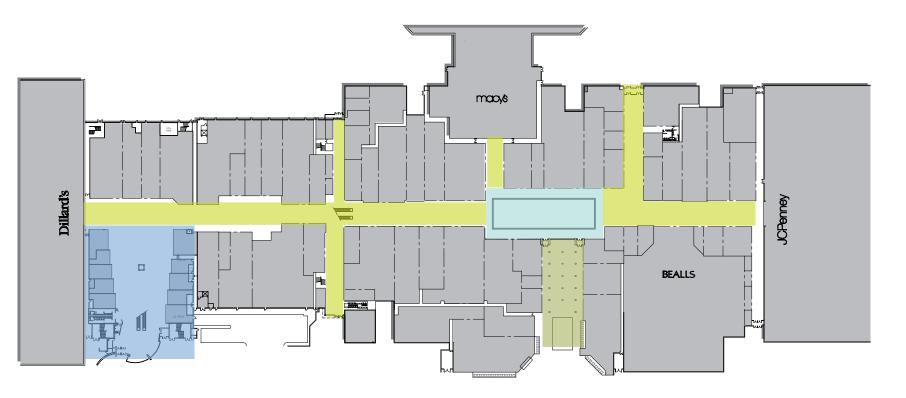








Zones



Zone 1 Exterior Lifestyle Court



Exterior Lifestyle Court Tenants and Pad Site tenants

Zone 2 Interior Lifestyle Court



Interior Lifestyle Court Tenant storefronts to be maximized vertically.

Zone 3 Main Concourse



Inline retail along Main Concourse first and second level.

Zone 4 Food Court



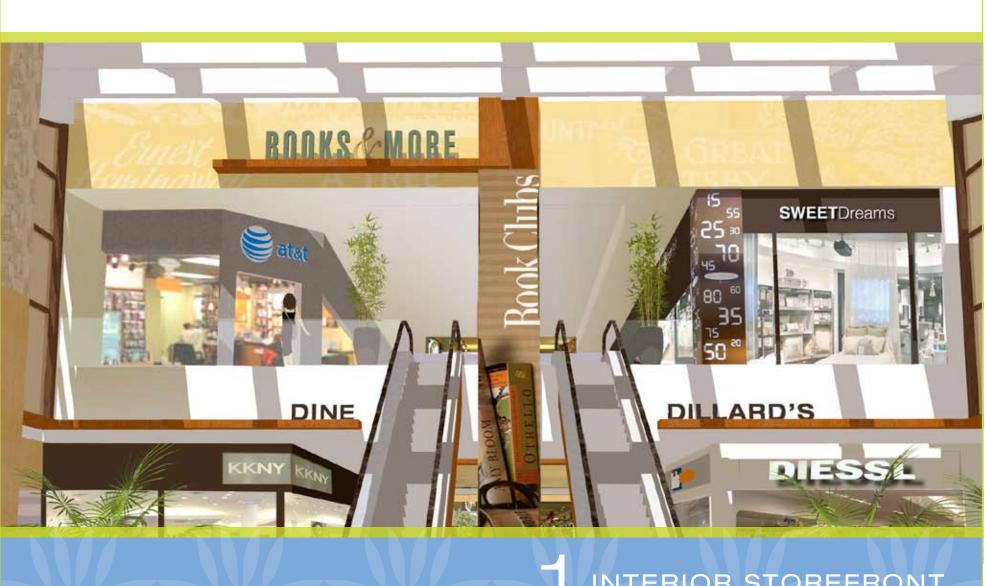
Inline food and beverage Tenants along with stand alone kiosk food and beverage providers.

ZONES

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TENANT CRITERIA GUIDELINES

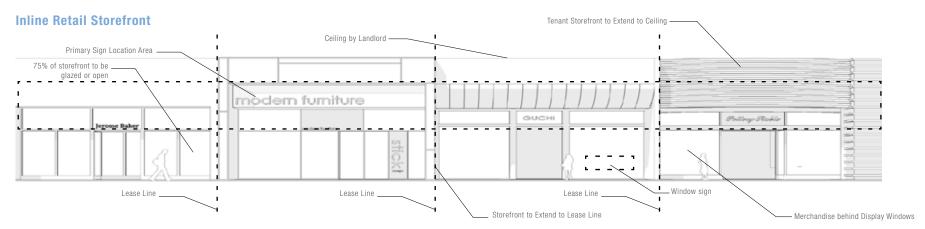




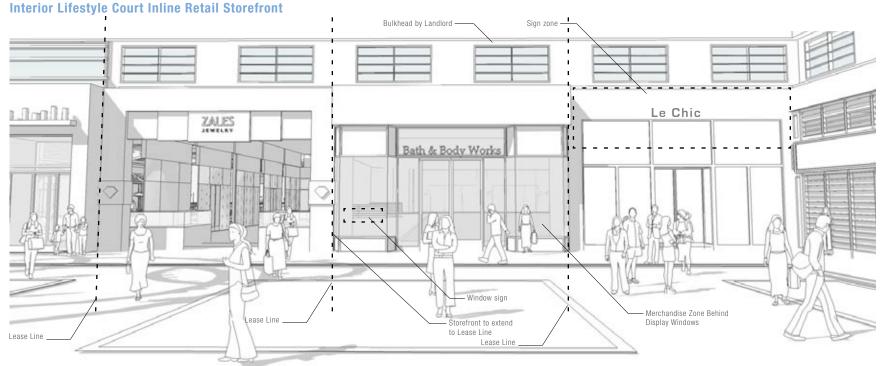
INTERIOR STOREFRONT



Tenant Storefront Conditions



NOTE: Illustration intended as a diagram not a design



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TENANT CRITERIA GUIDELINES

Storefront General Criteria

Overall Quality:

The Landlord requires that all storefronts exhibit a high-quality and exciting design. Only high-quality, professionally installed and detailed materials will be permitted. All materials selected for storefronts must be durable.

The ultimate goal is for each storefront to exhibit authenticity and variety through design and material selection. The main objectives for obtaining Design Approval are: Innovative design, quality materials, and generous use of glass.

The Landlord reserves the right to reject any storefront design or material selection which does not maintain standards of high-quality and durability. While the Landlord does not wish to limit a designer's palette in terms of creative storefront design, certain materials and design scenarios may be considered unacceptable.

Storefront systems should incorporate variations in mullion and muntin sizes. Standard 2" x 4" mullions are not permitted unless used as a minor element in conjunction with other mullion widths, or if used with custom window trims to create a unique profile. If used, muntins must be externally applied, or true divided lites. For example, the use of a continuous 8" high header, with the bottom of the head section at 8'-0" AFF - to break up the storefront and give the feel and look of transom windows above the main show windows.

Examples of ACCEPTABLE Storefront Materials

- Wood: properly painted or stained; exterior grade
- Glass: clear or lightly tinted, beveled or stained accent glass, butt glazing, etc.
- Metal: brass, stainless steel, painted metal
- Stone: marble, granite, slate, limestone
- Masonry: decorative brick, tile, terra-cotta, etc.

Tenants are encouraged to use recycled content, registered materials, certified woods and low emitting materials for all storefront construction. (See Section 4 for LEED CI requirements)

Well designed storefronts with high quality materials help position the shopping center within the market. They also attract shoppers as they pass by encouraging them to enter and look around, promising them an experience that exceeds their expectations.

Recessed entrances, variations in planes of storefronts and other dimensional modulations are highly encouraged, but must be accomplished behind the lease line.



Storefront Designs NOT permitted:

- 1 "Strip retail" types of storefront design, which include basic extruded aluminum storefronts with a "crash bar" at knee height and one mullion dimension.
- 2 Continuous runs of storefront, which make the entire opening within the Tenant's facade look overly uniform and repetitive. The Tenant's facade opening should be broken up into distinct design elements.

3 Horizontally sliding automatic doors.

4 Design elements which project beyond the lease line.

- 5 Any element, projecting more than 4" from the wall or storefront surface, which is less than 80" above the adjacent walking surface. (This is a direct violation of ADA and TAS regulations.)
- 6 Examples of unacceptable materials: heavily tinted glass, highly textured paint, polycarbonate glazing, wired glass, plastic laminate, and bronze anodized storefront mullions.



Design Vision:

This criteria is intended to stimulate an exciting and attractive retail environment. It will permit each Tenant to derive maximum advantage from the plan and facade configuration which is unique to the store. The resulting individuality and diversity of store designs will create a rich, textured and vibrant project.

Minimum restraints are imposed on the Tenant's creativity and imagination. However, the Landlord reserves the right to reject any of the proposals in individual Tenant submittals if he/she considers that they would not be in keeping with the overall quality and character of the project. Likewise, the Landlord reserves the right to approve proposals which may go beyond the Design Criteria if he/she considers they are in keeping with the quality and character of the project.

The vibrance of rich merchandising concepts should not be relegated simply to the storefronts, but envisaged as total experiences, where entire stores become showcases of wellcrafted finishes, merchandise and Tenant identity.

Ceiling Requirements:

Ceilings are the most visible built-element within the Tenant's store and should be designed and treated with this in mind. In order to create more interesting stores, ceilings shall be designed to emphasize specific locations within the store. This can be accomplished by changing ceiling heights and/ or materials. Innovative lighting can also be employed to this end. The use of lay-in ceilings and exposed fluorescents is not permitted within the first 15'-0" behind the storefront. All lay-in ceilings are subject to Landlord approval. Open ceiling concepts will be allowed only with prior Landlord approval. A 4'-0" hard lid sheetrock soffit will be required the length of storefront in these applications.







Unique and appealing storefront design is encouraged to add richness and character to the shopping center. Each Tenants creativity in accordance to this Tenant Criteria will provide shoppers with the best user experience.





Articulation within the ceiling allows for interesting lighting and easily identifiable spaces that shoppers can remember.

NOT Acceptable Interior Wall Finishes

- Wood-grained laminates
- Pegboard walls and fixture systems
- Unfinished gypsum board
- Plywood
- Carpeting and other finishes deemed inappropriate by Landlord
- Concrete masonry unit or other masonry construction shall not be permitted within the Demised Premises without Landlord's prior written consent.

TENANT CRITERIA GUIDELINES

INTERIOR STOREFRONT

Entrances:

The Landlord wishes to encourage Tenants to create distinctive entrances. All storefront doors should be at least 7'-0" high. Roll-down, sliding, or folding grills are not permitted.

Recessed entries are recommended. These offer numerous design opportunities to the Tenant: overhead lighting and/ or signage elements, in-floor mosaic logo and graphic opportunities, as well as an attractive break in a typical linear storefront system. Within the Tenant's recess, the space is theirs to express their individual qualities to customers. A tile selected by the landlord will be required for use as a transitional material between the concourse floor and the tenants installed floor.

Display Zone:

The display zone is defined by an area beginning at the Tenant's lease line and extending four 4'-0" into the store interior. Unless otherwise stated, at least 70% of the storefront area, on all facades, must be glass – not including the store entrance(s). The area behind the glass must be merchandised to the exterior as a display or exhibit window.







Display windows may incorporate unique backdrop displays or inviting, open-view vistas into the store interior. All window merchandise displays should be brightly illuminated and professionally trimmed.



The Tenant portal entry should be easy to find and identify.

Jacob Jacob Marke

Sustainable Tenant Requirements:

The Tenant must submit storefront designs to the Landlord's Tenant Coordinator as part of their overall Design Submission for review and approval (both in the Design Intent Drawings and in the Final Submission – refer to **Submittal Requirements, page 61**). Tenants are not permitted to construct any portion of their store until final approval has been given by the Tenant Coordinator and the Submission Review Committee.

Tenants are not required to develop their interior finish out to an environmental standard (LEED CI), though it is both encouraged and suggested that every Tenant continue to develop with the same commitment to sustainability as La Palmera. This can be achieved through a Tenant designing their space to the United States Green Building Council's LEED CI rating system. These regulations can be located at **www.USGBC.org**. There are specific sustainable requirements the tenants are required to implement, see **Section 4 for LEED CI requirements**.





Storefront Lighting & RMU Criteria

Storefront Lighting

Interior Tenants will be required to properly light their products within the merchandising zone. These lights need to be placed within the storefront behind the glass. No light fixtures will be allowed outside the storefront unless it is needed to light signage or specific architectural elements. All light fixtures installed outside the storefront are subjected to approval by the Landlord.

RMU Criteria

Free standing Retail Merchandising Units (RMUs) are unique in that they have all sides exposed to public view. As such they are more susceptible to public access and the level of presentation must be at a higher standard. The Tenant should treat the design of the RMU as a piece of fine furniture.

Food RMUs must comply with these and the Food and Beverage requirements in these Design Guidelines.









Storefront Lighting of architectural elements and signage are acceptable for the interior of La Palmera, but are subjected to Landlord approval.



TENANT CRITERIA GUIDELINES



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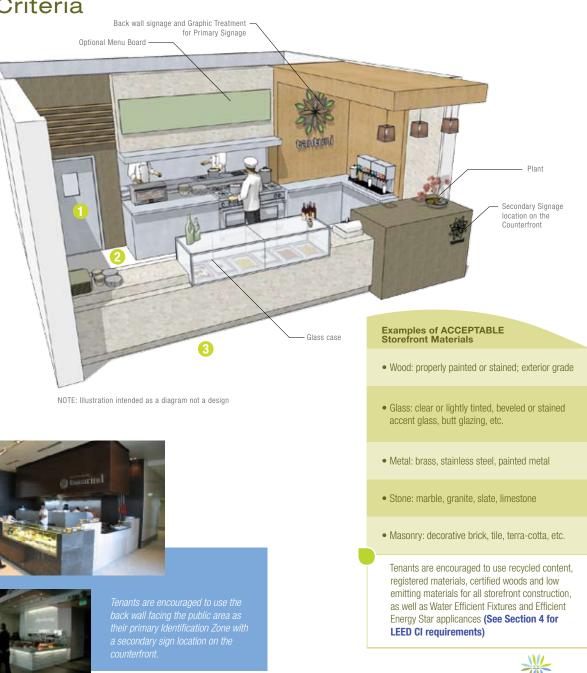
Eco friendly sign materials include PaperStone panels, glass, aluminum, MDF, Richlite Panels. Novacryl acrylic, Sustainable Hardwoods and low voltage LED.

INTERIOR STOREFRONT

Food and Beverage General Criteria

Food and Beverage locations are to comply with all parts of these guidelines and the following criteria. Concessionaires and Tenants shall be responsible for verifying design compliance with all applicable local, state, and national codes. All materials used must be Class A fire-rated except for the loose items such as furniture. Particular attention shall be given to the visual organization of the serving area. Equipment layout, graphics, materials and menu boards shall be submitted for Landlord approval. The Tenant should also give attention to the design of displays, uniforms, etc. All areas exposed to public view are subject to Landlord approval.

- 1. The Tenant may install a lockable door in the passage to the kitchen area for security and safety. Roll down grilles are not permitted.
- 2. The entire Tenant space floor area must be properly sealed using a Dex-O-Tex, or similar, membrane-type seal prior to installation of any finished flooring material. Special details recommended by the manufacturer for slab penetrations, wall bases, threshold, etc. should be followed.
- 3. Customer queuing must occur within the Tenant lease line or well outside of primary circulation areas. Queuing plans must be included in Tenant's Design Submittal to the Landlord for review and approval.



LA PALMERA



INTERIOR STOREFRONT



Food and Beverage Counterfront Criteria

- Demising columns and gypsum board bulkhead will be provided by the Landlord. The gypsum board ceiling enclosure is by Tenant. One demising wall will be installed by Landlord and the other by the Tenant. Tenant counter tops will be allowed to cover the demising column and continue to the adjacent lease line.
- Approved counter top and counter front materials include marble, granite, clear glass, stainless steel, or synthetic polymer (Corian). All counter fronts will be subject to the approval of the Landlord.
- Recesses in the top counter surface (for cash register, food trays, drink dispensers, etc.) will be allowed if set back a minimum of six inches (6") from the front edge of the counter. Location and design of the recesses must be approved by Landlord prior to construction.
- 4. Glass case counterfronts will be allowed with a maximum height limitation of four feet six inches (4'-6") above the finished floor. Casework glass must occur no lower than the one foot six inches (1'-6") above the finished floor.
- Food and Beverage Tenant ceilings must comply with all local fire and safety codes while maintaining a high quality finish as they will be visible to the public. Exposure to various cooking systems need to be approved by Landlord.





The counter front is a point of interest and interaction. It should be welcoming and expression of the brand's identity.

> All counters must conform to the Texas Accessibility Standards and the Americans with Disabilities Act requirements and all applicable state and national laws.



NOTE: Illustration intended as a diagram not a design

TENANT CRITERIA GUIDELINES

Food and Beverage Menu Boards

Menu Boards must be designed by a professionally trained graphic designer to be an integral part of the general design image of the food court stall and other signage.

- Menu boards may be suspended from the ceiling or attached to the back wall. They may be a maximum of 7'-0" behind the face of the counter with a minimum clearance of 7'-0" from the floor.
- Customized menu boards with an artisan quality and remote illumination by surface light fixtures are most desired. They must be permanent in nature and professionally designed and manufactured.
- 3. Construction may be of smooth finished or painted wood, metal, glass or chalkboard.
- 4. The surface of the menu board must be of a non–glare material to insure comfortable visibility and maximum legibility.
- 5. For maximum efficiency, menu boards must be visible 5'-0" prior to the "order here" point of the queue.
- Lettering used on the menu boards should be larger than traditionally used. A 1" cap height is the minimum size required.
- Photographs of food are not encouraged, but will be permitted on the menu board provided they are designed as an integral part of the menu board design. Photographs shall be professionally produced and must accurately represent the products being sold. All photographs of food are subject to Landlord approval.
- 8. Should internally illuminated menu boards be used, they must be recessed within the back wall.
- 9. Tenant's name and logo are permitted on the menu boards. Nationally and/or internationally recognized



NOTE: Illustration intended as a diagram not a design

branded logos of menu items being offered will be allowed as additional signage on menu boards, subject to Landlord approval.

10. No advertising, placards, banners or pennants, permanent or temporary, shall be affixed anywhere on the customer serving or display area, without written approval from the Landlord.

> Eco friendly sign materials include PaperStone panels, glass, aluminum, MDF, Richlite Panels. Novacryl acrylic, Sustainable Hardwoods and low voltage LED.



Mechanical, Electrical, and Plumbing Requirements

Provided by La Palmera

La Palmera will provide the following items at the Tenant's expense to maintain complete control over quality and to minimize interruption and distraction in the shopper's experience. Work that can best be coordinated, phased and complete most economically will be done by a single contractor.

La Palmera will provide the premises as described on the lease exhibits. All indicated demising walls and storefront bulkheads should be in place at the time of tenant construction start date, unless noted otherwise.

Mechanical, Electrical and Plumbing requirements will be provided by La Palmera as described. All additional requirements making a complete operational and code compliant concession space are to become the responsibility of the Tenant. All tenants are required to field verify existing conditions prior to design and construction of their space.

Tenant Responsibilities

- 1. Fire Protection: The landlord shall provide the tenant with a fire protection stub into the space for future connection of the fire protection system by the Tenant in new shell applications. The Tenant is responsible for design and modification of any existing fire protection system in their premises including special fire protection systems at hood conditions for food preparation areas.
- Smoke Detectors: The Tenant is responsible for design and modification of smoke detectors locations and connection of additional units into existing systems.
- 3. Fire Alarm Interface: Interface connection

point(s) shall be provided in the general vicinity of each Tenant space. The Tenant shall install all fire alarm components, wiring annunciation components and interface required beyond those provided by La Palmera. All devices shall be UL listed and tested for use with mall fire alarm system.

- **4. Domestic Water:** The Landlord shall provide a 3/4" for retail or 1.5" for restaurant domestic water tap and valve for future connection to the Tenant's plumbing system (Verify size with Tenant coordinator).Connection, piping, hot water generation, storage and metering are the Tenant's responsibility.
- 5. Sanitary Waste: The Landlord shall provide a 4-inch sanitary connection below the slab (first floor tenants) or below the floor (second floor tenants) stubbed into the Tenant space for the Tenant's sanitary usage. The Tenant is responsible for design and connection into La Palmera system.
- 6. Grease Waste for Food Court Tenants Only: The Landlord shall provide a common grease waste system for the Food Court Tenant's. A 4-inch grease waste connection shall be stubbed into each Tenant space for their grease waste removal usage. The Tenant is responsible for design and connection into La Palmera system.
- 7. Cooking Exhaust for Food Court Tenants Only: A cooking exhaust dedicated ventilation exhaust shaft shall be provided by the Landlord. Tenants are responsible for installing grease-exhaust systems from their premises, sloped horizontally above the

ceilings to the nearest chase to minimize the spread of grease waste particles. The total grease exhaust system shall comply with current edition of NFPA-96. Chase penetrations and duct work shall be closed with a two-hour rated closure or an alternative UL listed high temperature insulation wrap. Duct work inside the chase will be vertical and connect to the kitchen exhaust fan on the roof. Duct work, conduit and wiring for fan control, hood with fire suppression system, and exhaust fans are at the Tenant's expense. The Tenant supplied kitchen exhaust fan shall be a utility set, high velocity, restaurant-rated type similar to the Captive-Aire CB-BIRM (or equivalent). A separate make-up air system shall be provided by the Landlord to supply a maximum 90% outside air needed for the hood exhaust system to avoid drawing conditioned air from the Mall common areas. The Tenant shall be responsible for installing a modulating airflow control device, controls, duct work and hood connections to complete the kitchen hood system. The Tenant shall provide the Landlord with an air balance report indicating the make-up air requirements.

- 8. Toilet Exhaust: Ventilation chases have been provided for Food Court Tenants only. The Tenant is responsible for installation of all ductwork and fans from lease space to chase.
- **9. Air Conditioning:** The Landlord shall provide each tenant with a connection to the Mall HVAC system (chilled water or LL provided Rooftop Unit) based upon the Tenant's needs. The Tenant shall be responsible for all duct work, air devices, controls, etc. for complete HVAC installation within the Tenant space. The Tenant

TENANT CRITERIA GUIDELINES

shall be responsible for indicating to the Landlord the HVAC requirements. All Food Court Tenants must provide ducted return air, no plenum return air will be allowed. The tenant shall provide the Landlord with a load analysis prior to construction illustrating the cooling needs of the space. Cooling needs above 80 sq. ft. per ton are the responsibility of the tenant via an additional cooling source. Landlord does not provide heat, tenant may install electric duct heaters at their discretion. Units that will be maintained by LL can only be manufactured by Carrier or York. Spec sheets will have to be submitted for approval.

- be submitted for approval.
 10. Emergency Devices: The Tenant shall be responsible for providing all emergency lighting, including exit signs, to conform to the local code requirements. No emergency power shall be supplied by the Landlord.
- **11. Normal Power:** The Landlord will provide an empty conduit with pull-string to accommodate a 480/277 volt, 3 phase, 4 wire electrical connection to the Landlord's main electrical distribution. The Tenant is responsible to provide wiring from the Landlord's main distribution panel. All branch breakers, high voltage panels, transformers, lower voltage panels are to be located within the Tenant's premises at the sole responsibility of the Tenant. The Tenant shall be responsible for providing the Landlord with their electrical requirements upon completion of the Lease Agreement.
- **12. Telephone and Data:** Empty conduit with pullstring will be provided from closest overhead cable tray to the Tenant premises. The Tenant is responsible for the

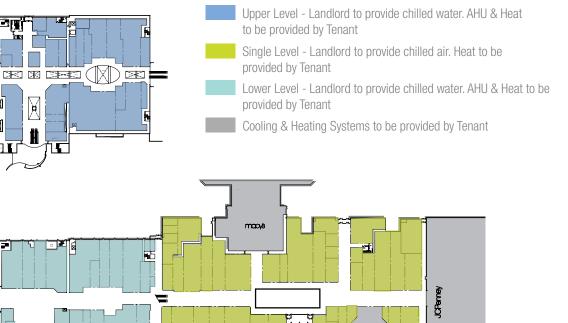
wiring and connection to local phone service and for providing the drop conduit runs from the closest over head cable tray down to the final location of the phone/ data outlets.

13. Gas, if applicable: Adequate 2 psi gas lines shall be routed to a location adjacent to the Tenant space. Per the lease, the Landlord or tenant shall provide a pressure reducing valve, piping and gas cock to a location within the Tenant's premises. All concealed

Tenant HVAC Legend

Dillard

Dillard's



BEALLS

gas lines inside the Tenant space, to be provided by the Tenant.

14. Roof Penetrations: All roof penetrations associated with MEP components for premises are at the Tenant's expense. The Tenant must use the Landlord's roofer to maintain the warranty of La Palmera's roof. La Palmera will provide warranty information from roof manufacturer upon request. Only La Palmera approved roofing penetrations details for all tenant roof equipment are to be used.

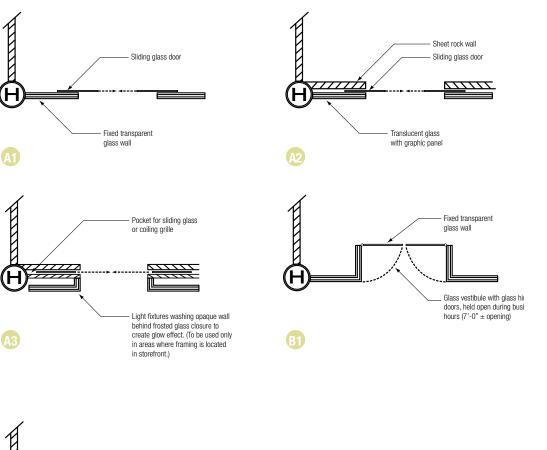
LA PALMERA

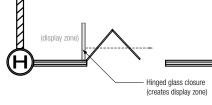
Storefront Closure Systems

The Tenant is responsible for providing Landlord with signed and sealed construction documents outlining structural supports for rolling grilles.

The following types of store closures are permitted:

- A. Sliding single track, "herculite" style sliding glass doors, located at or behind the Storefront Closure Line. Sliding doors shall be enclosed in a pocket or become the rear enclosure of the display window. All sliding door tracks are to be surface mounted. No depressions are permitted in the floor slab for this or any other purpose.
- B. Hinged fully recessed, out-swinging, multi-pane, fully glazed or frameless glass doors on pivots are encouraged. Swing doors must be fixed in the open position during business hours.





TENANT CRITERIA GUIDELINES







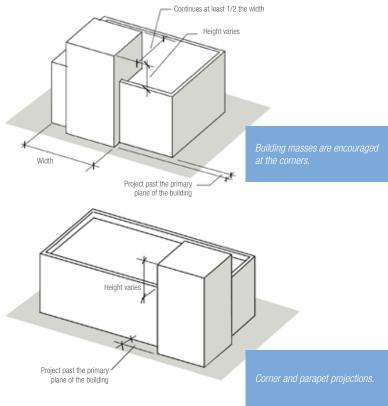
General Character and Style

The value of La Palmera as a place to visit and do business is very much dependent on the sum total of the character contributed by its individual buildings and the design of its site. It is the intent of this section of guidelines to help tenants contribute to a place that is gracious, comfortable, and that enhances the quality of experience for the residents, businesses, and visitors alike.

The style should simply be appropriate to the time and place. Words such as clean, contemporary, colorful and flexible should describe the tone of the buildings.

Wall planes should be broken up with horizontal and vertical offsets, changes in materials and colors, and with changes in the overall parapet height. Modulation of building heights to emphasize and articulate corners and entries is encouraged. Window groupings, material placements, and building patterns all contribute to the palette of components that create balance, not symmetry.







Tenants will be encouraged to express their unique identity and spirit in a way that transcends typical corporate design and responds to creativity to the context, values, and aesthetic concerns of the entire development.

Stylistic Points:

- Accentuate corners and entries with building masses.
- Provide entry features with permanent pedestrian scaled canopies and accent building masses to highlight entries.
- Provide durable wainscot [stone, etc.] to 24" height around building perimeter.
- Provide a minimum of 30% of the total wall area as a glass storefront system
- Drive-ups shall be screened from adjoining streets with landscaping and site walls.
- Provide punched openings in building walls with awnings that flank entry canopy.
- All facades of the building should be activated with elements that engage the street or parking lot.
- Canopies and decorative elements should be associated with a feature storefront, or entry. Canopies and decorative elements should not be hung from "blank wall".
- Doors used in storefronts should be a different finish than the storefront framing for additional detail and visibility.
- Glass associated with storefronts is to be clear.
- Entries facing major perimeter streets are encouraged.

Tenants are encouraged to use recycled content, registered materials, certified woods and low emitting materials for all storefront construction. (See Section 4 for LEED CI requirements)

TENANT CRITERIA GUIDELINES

EXTERIOR STOREFRONT 23

General Awnings & Windows

Awnings:

Exterior Tenants are required to install awnings, trellises, or canopies where permitted that enforce their brand and provide a welcoming character to the pedestrian experience.

Tenants with South or West facing windows are required to install awnings to provide a shaded storefront during daylight hours. Retractable awnings are allowed and are encouraged in places where they may reduce solar gain or promote outdoor eating on a patio.

Energy efficient glazing should be incorporated in East, West, and South facing windows where awnings and canopies are not present to reduce solar heat gain.



NOTE: Illustration intended as a diagram not a design

Canopies and Awnings are a great way to help identify an entry and can break o large expanses of blank architecture.







Windows:

Tenant's windows may be articulated in a variety of ways. While they may be set parallel to the curb, they can also project outward as rectangular, chamfered or rounded display bays for a distance no greater than 3'-0" from the building wall plane. Likewise, windows and entries can be articulated by creating areas of indentation. These generate corner display conditions and a sense of welcome, as well as pockets for door swings. It is recommended that the tenant provides at least 30% of total wall area as glass. All elevations of the Tenant need to be treated to present the building to both the pedestrian and driver.

Tenants can achieve a high quality of presentation by adding display windows on faces of the building where large blank walls appear. Articulation within the architecture as well as providing glass to create interest in the building as a whole is required in back of house areas. Tenants are encouraged to create storefront display windows to activate the blank wall surfaces without compromising the ability of the retailer to control the interior and use the exterior wall space.



General Lighting & Amenities

Lighting is an important part in attracting customers. It is a key feature in creating an identifiable place where the particular tenant is easily recognizable to the motorist passing through the project. It is important that people driving in cars are addressed by the building. Creating glowing entries and allowing for people to see into well lit dining rooms will draw the attention of the customer.

Pad Sites are stand alone buildings and have their own individual pedestrian experience. Each Pad Site Tenant needs to provide a friendly and welcoming environment where pedestrians can interact. Each pad site should have its own unique individuality, but should also add to the La Palmera experience. When people visit the Pad Sites they should still feel as if they are apart of the entire project. This means that the same level of quality of project amenities are required by the pad sites. Pedestrians should be able to cool off and rest in the summer and also be protected during bad weather. It is also encouraged for Restaurant Pad Sites to provide outdoor eating areas that are sunny and sheltered from busy traffic. These patio areas will dramatically add to La Palmera making it more friendly and appealing.







Outdoor dining is not only enjoyable to the people visiting La Palmera it also adds a dazzling night life that will draw people to the site. Warm lighting creates a welcoming and friendly environment in the \dining environment. The right lighting can create a romantic setting and attract customers as they drive by.

Fast Facts

- No animated, flashing or intermittent lights, backlights or strobe lights will be permitted.
- Exposed fluorescent and incandescent light fixtures will not be permitted within the storefront area.
- Every elevation needs to be lit to provide visibility for pedestrians approaching the site from all directions.
- Storefront entries should be highlighted and made easily identifiable at night.
- Outdoor patios need to be lit in a way that provides for high visibility for those who are dining.

As a good energy efficient measure, Tenants are required to use LED/Fluorescent lighting and also recycled materials in their fixtures. (See Section 4 for LEED CI requirements)



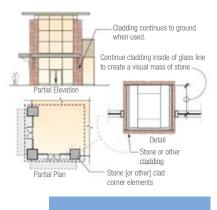
Benches and Planters are a gre, vay to add to the user experien of the site. They allow for human nteraction and will positively einforce the customers visit.

TENANT CRITERIA GUIDELINES

EXTERIOR STOREFRONT

General Materials

Tenants should select for their building materials of the highest quality. These materials should strengthen the character of the tenant's brand and image. Tenant's storefronts should also be assembled with high quality. The Pad Site is an important part of La Palmera's culture; it is important for the Pad Tenants to uphold the quality of the project.



ypical cladding treatment





Materials can include:

Wood, Metal, Stone, Brick, Cast Concrete, Dryvit, and Tile. These materials need to be used in a high quality fashion, using the best materials for the places where there is the most human interaction. It is important to add texture to the building to give each Tenant its own unique look and feel.

Materials:

- Finish: All exposed faces of the material used need to be finished. Attachment of these materials needs to be hidden unless it is a part of the storefront design. Sharp edges need to be smoothed. Material to material connections need to be seamless and aligned without gaps.
- **Transparent:** Glazing should be maximized in order to increase the amount of visibility into the storefront. Glazing should not be mirrored or tinted, and artful glass, if used, should promote the Tenant brand.
- Durability: Storefront materials should be able to stand up to day to day abuse especially at the pedestrian level. All materials need to appropriate to Corpus Christi, Texas environment. Materials colors need to be able to withstand fading from solar exposure.
- **Maintainability:** Materials that are susceptible to wear and tear need to be easy to replace and repair at first sign of wear.

Sustainability: Low VOC, recycled content, reused materials, and locally made.



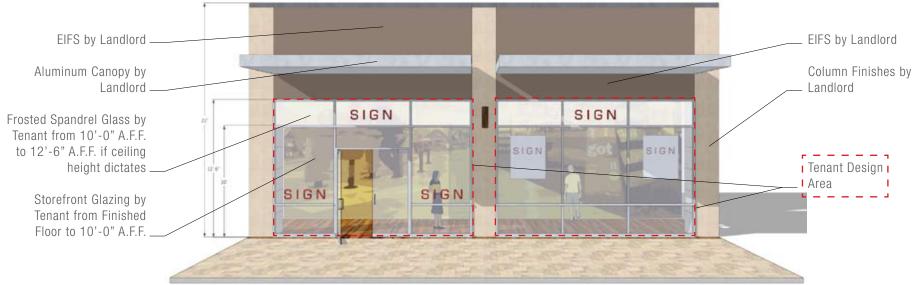


NOTE: Illustration intended as a diagram not a design



Storefront Conditions & Miscellaneous Information

Exterior Lifestyle Court Conditions



NOTE: Illustration intended as a diagram not a design

Miscellaneous Information

Pad Site buildings on the site are to be Tenant designed. In addition, to the information presented within this section, all of the general criteria presented within this booklet also apply. Tenants shall employ a licensed architect experienced in commercial retail design for the improvements proposed to comply with the intent of the conceptual elevations.

TAS and ADA Compliance

C Tenant's store design and layout shall fully comply with the TAS (Texas Accessibility Standards) and ADA (Americans with Disabilities Act). The tenant is responsible for compliance throughout the entire Tenant's premises, including but not limited to:

- Finishes, fixtures and counters
- Ingress and egress
- Circulation, including all vertical circulation

TENANT CRITERIA GUIDELINES

- Toilet rooms
- Fire Alarm/Life Safety System

Non-Combustible Construction

All Tenant construction must be non-combustible and subject to the approval of the Building Department and the Corpus Christi Fire Department. Treated, fire-resistant materials will be permitted only where approved by jurisdictional authorities. Totally open storefronts are prohibited. All storefront and interior store finishes must meet code requirements. Contractors may be required to submit a manufacturers' certification for all material used in their construction.

Woods may be used as determined by code. Storefront and interior wood finishes or wood construction of any kind must be approved by the Building Department. Testing results or certificates may be required.

Storage Facilities

A separate room, cabinet or area shall be provided for the storage of cleaning equipment and supplies. Tenants are required to limit the amount of hazardous or flammable chemicals stored on site which is needed for immediate use only. All construction associated with chemical storage areas must meet local building code requirements for such areas. No smoking or other open flames are permitted within the premises of Tenants storing flammable chemicals.

Garbage and Refuse Containers

Contact Landlord regarding garbage and refuse containers.

Recycling Containers

Landlord will require at a minimum cardboard, glass, plastic, paper and metals to be recycled by the Tenant.





SIGNAGE CRITERIA



Signage Intent

La Palmera Signage Criteria is intended to enhance the project's identity while maintaining flexibility to allow for the individual tenant's expression of their identity. Tenant signage must contribute to the overall vitality and interest of La Palmera while respecting the architecture and exterior within which they will be placed.

- A. The objectives are:
 - To generate varied and creative Tenant signage through application of imaginative design treatments and distinctive logos and type styles.
 - 2. To establish signage as a design element that contributes to a "shopping district" environment unique to La Palmera.
 - To provide standards of acceptability for signs in order to facilitate the review and approval process.
- B. A map of designated areas is located on the Tenant Signage Zoning Plan (page 32). Tenants and their designers are to refer to that map and select a combination of at least two sign types, and no more than three, from the designated district assigned to their store.
- C. Any signs fabricated and installed without prior approval in writing from the Landlord are subject to removal by Tenant at Landlord's request or may be removed by the Landlord. All costs for removal, including but not limited to patch and repair of the building, will be at the Tenant's expense.
- D. The Tenant Signage Design Criteria is part of the Tenant's Lease and the Tenant is required to comply with these requirements.

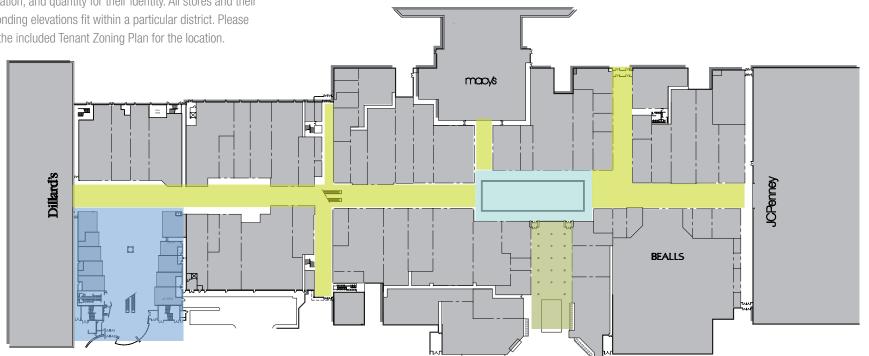
TENANT CRITERIA GUIDELINES

All Tenants are encouraged to push the boundaries and design exciting signage. Every signage submission approval is at the discretion of the Landlord and the Landlord may approve signage that exceeds the limits listed in the following criteria on a case-by-case basis. As a good energy efficient measure, Tenants are required to use LED type lighting in their signage where the lighting source will be hidden from view.

SIGNAGE CRITERIA

Zones

The Tenant signage for La Palmera is divided into four distinct "zones" to assist the Tenant in choosing the appropriate signage type, location, and quantity for their identity. All stores and their corresponding elevations fit within a particular district. Please refer to the included Tenant Zoning Plan for the location.



Zone 1 Exterior Lifestyle Court



Exterior Lifestyle Court Tenants and Pad Site tenants

Zone 2 Interior Lifestyle Court



Interior Lifestyle Court Tenant storefronts to be maximized vertically.

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Zone 3 Main Concourse



Inline retail along Main Concourse first and second level.

Zone 4 Food Court



Inline food and beverage Tenants along with stand alone kiosk food and beverage providers.



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Zone 1 Exterior Lifestyle Court

Exterior Lifestyle Court

The primary viewing of the Tenant signage will be from the pedestrian areas. As such, Tenant signage should respond to the appropriate scale. Tenant's with signage primarily viewed from the vehicle need to address the driver as well as the pedestrian and should be scaled appropriately for both. Tenant logos will be encouraged and are recommended. To ensure variety in the district, adjacent Tenants will be required to use different sign types, materials, and colors.

Allowable Sign Types:

- 1. Primary Signage: REQUIRED
 - a. Reverse pan channel halo lit individual dimensional letters with LED type lighting OR -
 - b. Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck
 - c. Feature sign
 - d. Marquee / Canopy / Trellis sign
 - e. Blade Sign
- 2. Secondary Signage:
 - a. Inlaid entry vestibule floor sign
 - b. Applied window graphics
 - c. Wall mounted plaques

*Refer to the images on the right for example sign types and locations.

** Refer to page 39 for Blade Sign Information.



NOTE: Illustration intended as a diagram not a design



NOTE: Illustration intended as a diagram not a design

TENANT CRITERIA GUIDELINES

Zone 2 Interior Lifestyle Court

Interior Lifestyle Court

Within the Interior Lifestyle Court Tenants have the opportunity to have a larger storefront. The Tenant should consider the expansiveness of the Interior Lifestyle Court and design their signage accordingly, allowing for pedestrians from across the court to easily identify their brand and location. Tenant logos will be encouraged and are recommended. To ensure variety in the district, adjacent Tenants will be required to use different sign types, materials, and colors.

Allowable Sign Types:

- 1. Primary Signage: REQUIRED
 - a. Reverse pan channel halo lit individual dimensional letters with LED type lighting OR -
 - b. Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck
- 2. Secondary Signage:
 - a. Inlaid entry vestibule floor sign
 - b. Window sign

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*Refer to the images on the right for example sign types and locations.



NOTE: Illustration intended as a diagram not a design

Interior Lifestyle Court



SIGNAGE CRITERIA

Zone 3 Main Concourse

Main Concourse

Along the Main Concourse the Tenants on both the first and second level need to focus their signage to the pedestrian moving along the concourse. Each Tenant needs to express their own individuality within the constraints given in the Sign Matrix (page 37) while providing a clear and understandable identity with the use of their logo and colors. Integrating the sign into the design of the storefront should be considered in creating a quality presentation to the shopper.

Allowable Sign Types:

- 1. Primary Signage: REQUIRED
 - a. Reverse pan channel halo lit individual dimensional letters with LED type lighting - OR -
 - b. Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck
- 2. Secondary Signage:
 - Inlaid entry vestibule floor sign a.
 - Window sign b.
 - Wall mounted plaques C.

*Refer to the images on the right for example sign types and locations.



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NOTE: Illustration intended as a diagram not a design

Main Concourse

TENANT CRITERIA GUIDELINES

Zone 4 Food Court

Food Court

Tenants in the food court are encouraged to use their back wall as their primary form of Identity. The Tenants will be allowed signage on their back wall as well as along the counter. Tenants are encouraged to expand their logo and identity into the architectural design of the space to give them a better presence within the food court. Menu Boards can also provide Tenant identification upon approval of the Landlord.

Allowable Sign Types:

- 1. Primary Signage: REQUIRED
 - a. Reverse pan channel halo lit individual dimensional letters with LED type lighting OR -
 - b. Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck
 - c. Fascia Sign
- 2. Secondary Signage: REQUIRED
 - a. Blade sign
 - b. Window sign
 - c. Wall mounted plaques
- 3. Optional Signage:
 - a. Counter ID sign
- 4. Menu Board

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*Refer to the images on the right for example sign types and locations.

** Refer to page 39 for Blade Sign Information.



NOTE: Illustration intended as a diagram not a design



SIGN MATRIX

SIGN TYPE	ZONE ONE Exterior Lifestyle Court	ZONE TWO Interior Lifestyle Court	ZONE THREE Main Concourse	ZONE FOUR Food Court
Sign Type A - Fascia Sign				
Sign Letter Max. Height	20"	16"	18"	16"
Sign Logo Max Height	22"	18"	18"	36"
Sign Type B - Blade Sign	6 sq. ft.	Not Allowed	Not Allowed	6 sq. ft
Sign Type C - Inlaid Entry Vestibule Floor Signs	20 sq. ft.	20 sq. ft.	30 sq. ft.	Not Allowed
Sign Type D - WIndow Sign		л		л
Sign Letter Max Height / SIgn Logo Max Height	4" / 6"	6" / 6"	6" / 6"	Not Allowed
Sign Type E - Wall Mounted Plaque	4 sq. ft	4 sq. ft	4 sq. ft.	4 sq. ft.
Sign Type F - Awning Sign		<u></u>		<u>.</u>
Sign Letter Max Height	6"	Not Allowed	Not Allowed	Not Allowed
Sign Type G - Marquee / Canopy / Trellis Signs	30 sq. ft.	Not Allowed	Not Allowed	Not Allowed
Sign Type H - Feature Sign	Submit for Approval	Not Allowed	Not Allowed	Not Allowed
Max. Sign Area Calculation	.5 sq. ft. / 1 linear ft.	.75 sq. ft. / 1 linear ft.	.75 sq. ft. / 1 linear ft.	.5 sq. ft. / 1 linear ft.
Max. Letter Height	20"	16"	16"	14"

Sign Type A - Fascia Wall Sign

Fascia Wall Signs are intended for immediate recognition of the retail tenants. Colors, materials and finishes should be an extension of the Tenant's identity. Contrasting designs and materials may be used to convey the tenant's unique identity provided that the entire ensemble of the Fascia Wall Sign and storefront demonstrate a unified design intent.

Storefront signs are not to exceed 75% of the linear length of the storefront or designated sign band.

- 1. Individual letters Reverse pan channel halo illumination with LED type lighting
 - a. Reverse channel letters are to be of painted metal.
 - b. All seams are to be welded and ground smooth.
 - c. Letters are to have a clear Plexiglas backer.
 - d. Channel depth to be no more than 4".
 - e. Letter channels are to be peg mounted 1" minimum to 2" maximum from face of wall.
 - f. Peg mounts are to be threaded anchor bolts with round cover sleeves and painted the color of the fascia.
 - g. Mounting clips are prohibited.
- 2. Individual letters External illumination
 - External illumination to be provided by a separate light fixture(s) of a design that is complimentary to the overall sign design concept and the building architecture.
 - b. Fixtures with arm extensions or gooseneck extensions are encouraged.
 - c. Pre-manufactured square or rectangle light boxes/ bars are not allowed.





- Individual letters to be at least 1" in thickness of metal. Letter thickness is subject to Landlord approval and based on thickness-to-height proportion.
- e. If peg-mounted, the individual letters are to be peg mounted minimum 1 1/2" from face of wall.
- f. All light fixture designs are to be submitted to the Landlord for approval prior to purchase and installation.

Internally illuminated pan channel letters with acrylic faces should:

- Only be allowed for tenants who demonstrate that they will use this sign type with maximum creativity of design and then highest quality of materials and fabrication.
- Have clean, flush and discreet attachment of acrylic faces to the metal channel of the letter form.
- Have matte finish faces to avoid reflections in the letter face when not illuminated.
- Not have exposed Raceways. Raceways connecting letter forms must be concealed within the storefront construction.

Types of Fascia Wall signs to be encouraged:

- 1 Dimensional letters and logo forms illuminated with light fixtures.
- 2 Letter and logo forms on fascia panels and illuminated with light fixtures.
- 3 Individual pan channel letter and logos with halo illumination.
- 4 Internally illuminated pan channel letters.



Sign Type B - Blade Signs

The Tenant will be required to use the provided design of a double-sided blade sign mounted perpendicular to the building facade, placed near the store-front entrances. These signs will occur only in the food court and exterior lifestyle court.

- 1. Each tenant within the described zones will have one double-faced blade sign per public/customer entrance.
- 2. The creative use of logo shapes is encouraged in the design of the blade sign.
- 3. Tenant logos are to be fabricated of painted metal only. Sentra and acrylic are not allowable materials for blade signs.
- 4. Trade name or logo only, no tag lines, slogans, products, services or advertising allowed.





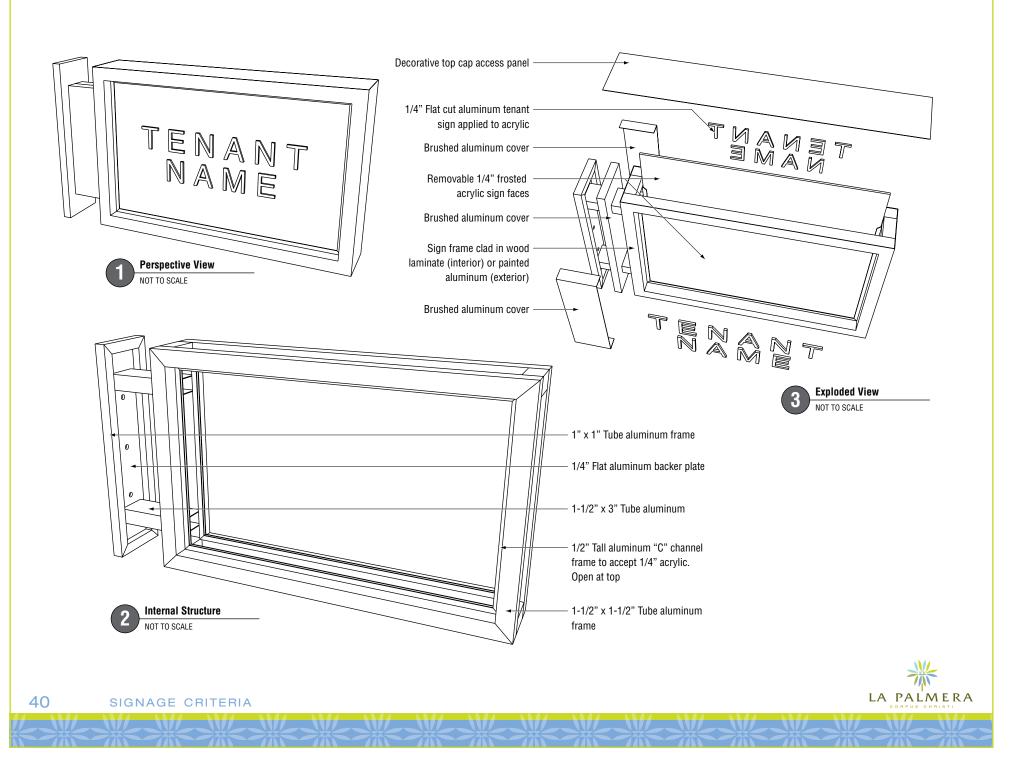


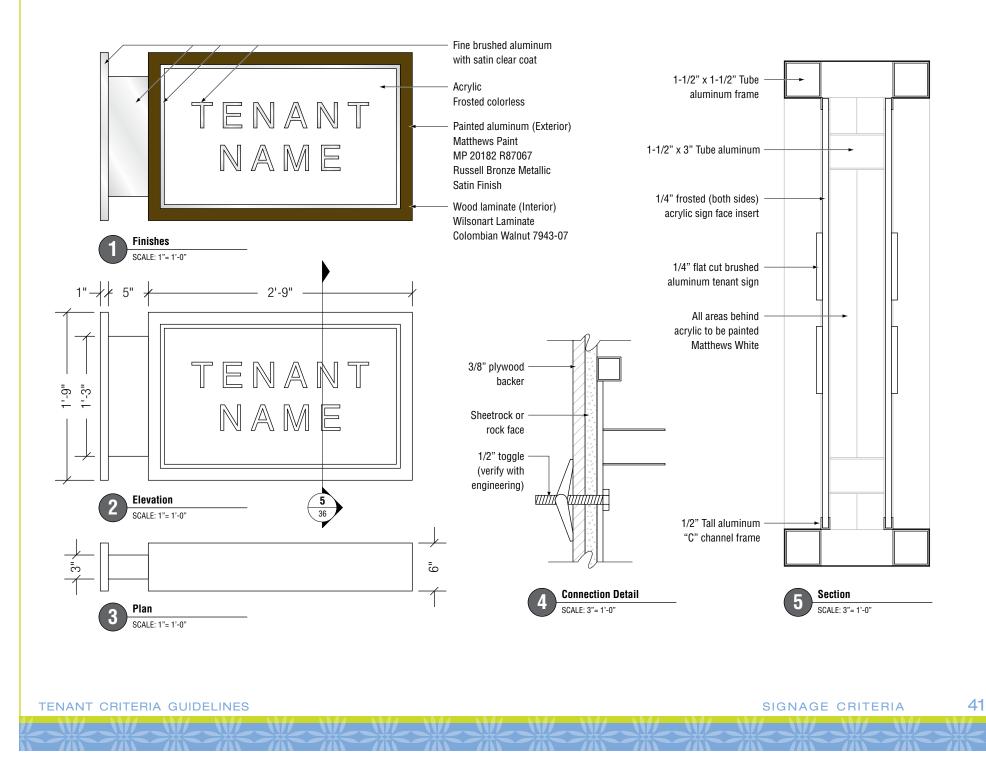
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NOTE: Illustration intended as a diagram not a design

Exterior Lifestyle Court



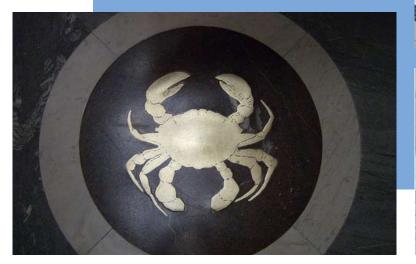


Sign Type C - Inlaid Entry Vestibule Floor Signs

A pattern, medallion, individual letters, or sign recessed into the floor, located solely within Tenant lease line at the entry vestibule of the store and integrated flush into the surrounding flooring system.

- 1. Signage is required to be within the Tenant's lease line and may not extend beyond the storefront.
- 2. Sign must be fabricated out of durable, non-slip materials.
- 3. When vacating Tenant space, Tenant is to replace flooring to appear as new.

Inlaid Entry Vestibule Floor Signs are a great way to welcome the patron to the store by adding creativity to the entryway.









Sign Type D - Window Sign

Tenants are encouraged to apply their store name to the glass portion of their storefront. This adds more interest and identity to their facade with signs placed directly on or behind the glass windows and/or doors.

Acceptable materials include painted gold or silver leaf, silkscreened letters, vinyl letters, cut or polished metal veneers applied to the glass, simulated sandblasted lettering (clear decal with frosted letters) and etched glass. Unacceptable materials include paper and postcards taped to glass. Window sign letters should be 4" to 6" high and placed just above the knee wall at about 30" to 36" AFF.



Skeletal frame neon depicting the tenant's identity or artistic product graphic.



Fast Facts

- The area described by the outline of the neon will be calculated for allowable square footage.
- The window or door graphic is allowed 15% of the glazing area.
- The maximum allowance for the sign area is ten (10) square feet per structural bay.
- Only trade name or graphic logo may be used.
- Store description, advertisements, products, service or taglines are not permitted.
- Metallic, colored tapes, or frosted vinyl are to be used.
- The entire graphic to be mounted below 36" from finished floor as to not block pedestrian view of interior of store.
- All applied graphics to be adhered to inner side of glass.
- Applied window graphics are to be submitted to the Landlord and approved in writing prior to installation.



Non Illuminated Graphic Solutions

 Screen-printing, gilding and cut vinyl. These may be applied to the surface of the glass.
 Logos, letter forms or other supplemental graphics that contribute to the tenant's identity may be displayed.



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SIGNAGE CRITERIA

Sign Type E - Wall Mounted Plaque Sign

Plaque signs are dimensional panels located on walls, columns, pilasters or doors displaying a tenant name, logo and/or building name.





Fast Facts

- Wall-mounted plaques with concealed fasteners or exposed fasteners designed as a feature treatment approved by Landlord
- Allowable materials are cast or built-up metal.
- Non-illuminated or externally illuminated only.
- Size to be submitted for approval.
- Location to be adjacent to entry doors and submitted for approval.
- No taglines, slogans, service or product descriptions allowed in text.



Sign Type F - Awning Sign

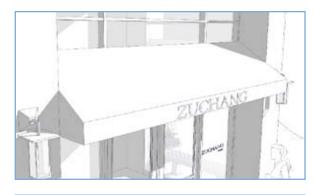
Signage on awnings should generally be limited to the Tenant logo graphics and/or letters on the external surfaces of the awning. Logos, letters and graphics may be sewn or screen printed onto the awning surfaces. Internally illuminated awnings are expressly prohibited. Refer to the **Sign Matrix (page 37)** letter heights and restrictions for awning signage.





Made of canvas, the awning projects perpendicular from the storefront façade above the entrance doors and acts as a protection against the elements or as a decorative feature. The name of the Tenant is applied to the awning valance, on the lower, vertical portion of the canopy only. Awnings and awning signage will not have any illumination.

AWNING SIGN AREA CALCULATION:



Awning Valance Area Calculation: Sign Area = W x H H = Height of logo or text on awning valance (8" Max) W = Width of valance onto which the text and/or logo is applied



Awning Surface Area Calculation:

 $\text{Sign}\,\text{Area}=\text{W}\,\text{x}\,\text{H}$

 ${\rm H}={\rm Height}$ of awning surface with graphic

 $\ensuremath{\mathbb{W}}=\ensuremath{\mathbb{W}}$ with of valance onto which the text and/or logo is applied

Fast Facts

- It is preferred to have colored awnings to make the streetscape vivid.
- Text and logos applied to the valance shall not exceed 8" in height.
- Internally illuminated awnings are expressly prohibited.
- The applied graphics on the primary surface of the awning shall not exceed 16 square feet in area.
- Letters to be silkscreened, printed or sewn on the vertical surface of the awning valance only.
- Trade name and/or logo may be on awning valance only. No taglines, merchandise descriptions, services or advertisements allowed.
- Light fixtures to illuminate the awning are prohibitied, as well as back lit awnings.

SIGNAGE CRITERIA

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TENANT CRITERIA GUIDELINES

Sign Type G - Marquee/Canopy/Trellis Signs

Canopy signs are panels and/or letter forms that are attached to or project above the vertical surface of an architectural canopy. They provide the main identity for tenants who occupy spaces where an entry canopy is part of their base building facade.

Dimensional letters and logo forms mounted to canopies should be fabricated from suitable materials that have painted, gilded or metal finish. These letters should be illuminated with point source, bracket mounted light fixtures that accentuate the form of the letter and logo forms and are complimentary to the overall facade and canopy design.



ush-thru acrylic letters and logo ternally illuminated. These signs nust be carefully integrated with the enant's canopy and be architeciral in character and finish.



Internally illuminated pan channel letters with acrylic faces will only be allowed for tenants who demonstrate that they will use this sign type with maximum creativity of design and the highest of design and the highest quality of materials.





Open pan channel letters and logos with exposed illumination are allowed on an individual case basis. These letters and logos will be fabricated using similar materials and finishes as the dimensional letters described above.

Elevation above pedestrians should be considered when lesigning exposed neon signs Flooding the environment with neon light should be avoided.

Types of Fascia Wall signs to be encouraged:

1 Dimensional letters and logo forms mounted to the canopy.

- 2 Letter and logo forms painted, gilded or screen printed onto canopy.
- 3 Reverse pan channel letter and logos with halo illumination mounted to the canopy.
- 4 Push-thru acrylic letters and logos internally illuminated.
- 5 Open pan channel letters and logos mounted to the canopy
- 6 Internally illuminated pan channel letters mounted to canopy.



Sign Type H - Feature Sign

Feature Signs are large format, multi-sided, illuminated projection signs. These signs are permitted to be mounted perpendicular to the building facade and/or diagonally on a corner, providing visibility from multiple directions. A minimum clearance of twelve feet (12'-0") will be maintained under these signs. Landlord will have final approval on all Tenant feature signs.

Corner Treatments

- When the Tenant occupies a corner store location and there is a corner entry / architectural feature, Tenant must locate primary identity over the corner entry.
- 2. Vertical marquees are encouraged.

Vertical Marquees

A large double-sided cabinet sign mounted perpendicular to the building facade and mounted on a metal bracket. Individually halo-illuminated letters with LED type lighting can be applied to cabinet structure.

- 1. All vertical marquees will need to be reviewed by the Landlord prior to submittal for signage permit and the Landlord has the right to maintain design standards that are suitable for the project.
- 2. Placement of marquees will not interfere with and must coordinate with the building façade elements (i.e. projecting trim or parapets, joint lines, etc.)



Using lighting for accent or applying indirect lighting techniques is preferred to minimize liaht pollution.





are should be taken in the esign of these feature signs create a piece that is vibran uring day and night.

- Encouraged detailing Feature Signs include, but are not limited to:
- 1 Letter and logo forms painted, gilded or screen printed onto sign panel.
- 2 Reverse pan channel letters and logos with halo illumination
- 3 Open pan channel letters and logos with exposed neon illumination
- 4 Exposed neon letters and logo forms.
- 5 Three-dimensional, artistically sculpted object signs.
- 6 Internally illuminated pan channel letters with acrylic faces.
- 5 Three-dimensional, artistically sculpted object signs.

TENANT CRITERIA GUIDELINES

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Additional Signage

A. Address Signage:

The suite number or building address needs to be applied to the exterior façade as determined by the Landlord and local jurisdiction. The numbers must be visible to the street and color contrast to the façade for visibility. Please refer to design drawing for specifications.

- 1. Numbers to be dimensional metal.
- 2. Anchor Tenants and Out-parcel Tenants primary building address numerals to be 12 inches high, with rear door address 6 inches in height.
- 3. All other Tenants to have a minimum of 6 inches in letter height.
- 4. Flush to the architecture.
- 5. Mounted on the pier closest to the entrance.
- 6. Vinyl letters applied to glass not allowed.
- 7. Address signs are required for each Tenant and not included in square area calculations or not counted towards the three-maximum sign limit.

B. Back Door Signs:

Signs placed on the back entrance of Tenants for purposes of delivery and access. Please refer to design drawing for specifications.

- 1. Landlord will provide typical design for all back door signs.
- 2. Maximum 1 square foot.
- 3. Painted aluminum plaque with vinyl applied name and suite number only. No tag lines or slogans allowed.

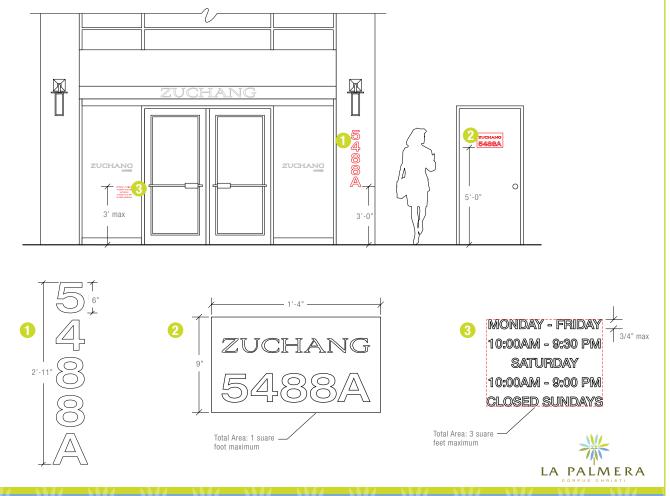
SIGNAGE CRITERIA

4. Mounted to access door.

C. Operational Signs for Exterior Tenants Only:

Operational signage indicating hours of operation, telephone numbers, website addresses, specialty rules and regulations is specific to each Tenant. Operational signs are required. No tag lines or slogans allowed.

- 1. Maximum letter height of 3/4".
- 2. Mounted to interior surface of glass, on or adjacent to entrance door and mounted no higher than 36".
- 3. Total area of sign shall not exceed three (3) square feet.



General Signage Requirements

A. Requirements

- 1. Signs shall be designed as an integral part of the storefront.
- 2. Refer to the **Signage Matrix on page 37** for primary sign area maximum.
- 3. Refer to the **Signage Matrix on page 37** for secondary sign area maximum.
- 4. Graphic symbols used on primary signs may exceed the height of letters by 25%.
- 5. All primary signs must be three dimensional, with maximum letter return of six (6) inches.
- 6. Tenants in corner locations or with frontage on two principal streets may be permitted to use two or more primary signs for identification, local sign code permitting. If in a corner location, one of the signs must be a feature or marquee type sign.
- Leasable Area shall be defined as the gross square foot area occupied by a tenant including all floor levels for sign calculations.
- 8. Sign area is defined as the area within regular geometric shapes enclosing the limits of lettering, emblems, or other figures on a sign, together with any material or color forming an integral part of the display or used to differentiate the sign from the background on which it is placed. Structural members bearing no sign copy shall not be included in its surface area.
- 9. Flags of the United States of America, the State, the City, foreign nations having diplomatic relations with the United States, and any of their flags adopted or sanctioned by an elected legislative body of competent jurisdiction are not considered signs. Landlord approval required for the display of all flags.

B. Limitations

Tenant signage is limited by type and size. Limitations may be determined by the length of the tenant's frontage, the tenant's leasable area, the street which the tenant fronts, the type of signage used or a combination of these factors.

C. Prohibited Sign Types:

- 1. Illuminated sign boxes.
- Interior signage meant to be viewed from the exterior of the store by the pedestrian.
- 3. Signs with tag lines, slogans, phone numbers, products, service description, or advertising.
- 4. Monument style signage.
- 5. Illuminated canopies and awnings.
- 6. Signs with exposed raceways, conduit, junction boxes, transformers visible lamps, tubing, or neon crossovers of any type.
- 7. Rotating, animated and flashing signs.
- Pole signs and other signs with exposed structural supports not intended as a design element except for code-required signs.
- 9. Vehicle signs, except for the identification of a business enterprise or advertisement upon a vehicle used primarily for business purposes, provided the identification is affixed in a permanent manner.
- Signs attached, painted on, or otherwise affixed to trees, other living vegetation and landscaping or natural materials.
- Signs attached, painted or otherwise affixed to awnings, tents or umbrellas, however, the Landlord may permit such signs in conjunction with special design review.
- 12. Balloons and inflatable signs.
- 13. Any signs including freestanding signs advertising the

availability of employment opportunities.

- 14. Signs, which emit sound, odor or visible matter.
- 15. Signs, which bear or contain statements, words or pictures of an obscene, pornographic or immoral character, as deemed so by the Landlord.
- 16. Fluorescent or reflective sign colors.
- 17. Simulated materials, i.e. wood grained plastic laminate, wall covering, paper, cardboard or foam.
- 18. Signs made with plastic, Lexan, or acrylic, translucent or opaque. Clear faces are allowed if used to protect neon.
- 19. Back plates behind signage are prohibited.
- 20. Signage, which contains visible sign company name.
- 21. Temporary signs, posters, notices, announcements, or advertisements, including posting of credit card logos.
- 22. Banners of any type, including but not limited to "now open", "now hiring", "opening soon", or those advertising special promotions or tenant's business.
- 23. Individual letters open pan chanel exposed neon unless approved by Landlord.

D. Additional Regulations

In addition to the prohibited sign types listed above, the following regulations apply to all tenant signage:

- Signage is limited to Tenant's trade name and logo except as otherwise noted for window and awning signs.
- 2. Signage shall be permitted only on Tenant's storefront or in the neutral band immediately adjacent to Tenant's storefront
- 3. Signage visible from South Padre Island Drive, South Staples Street or McArdle Road must conform to all applicable local sign codes.

SIGNAGE CRITERIA

- Tenants must retain the services of a professionally 4. trained graphic designer or environmental graphic designer to create their identity program.
- 5. Signage shall not display labels of manufacturer, rating or underwriter approval. If such labels are required by code they shall be placed in an inconspicuous location.
- 6. Electrical service to Tenant's signage shall be from Tenant's electrical panel. All conduit, tubing, raceways, conductors, transformers and other equipment must be concealed.
- 7. Externally illuminated signs must have shielded light sources to minimize glare on sidewalks and streets, and, where applicable, residential windows and balconies.
- 8. External illumination sources must use warm white lamps (rated at 2500°K to 3500°K color temperature).

E. Design Objective:

- 1. The primary objective of the sign design criteria is to generate high quality, creative tenant signage. Tenants are encouraged to combine a variety of materials, lighting methods, colors, type styles, and graphic elements for unique storefront signage at La Palmera.
- 2. Signs may be located above or adjacent to entries or storefronts only; exceptions will be considered for corner Tenants.
- All sign concepts are to be generated from "camera-3. ready" logo artwork prepared by a professional graphic designer, and submitted to the Landlord for approval prior to concept development of any sign.
- 4. Signs that incorporate creative logos or graphic elements along with the business identity are encouraged.
- Store name to consist of "Trade Name" only. Tag lines, 5.

50 SIGNAGE CRITERIA

bylines, merchandise or service descriptions are not allowed.

- 6. Signs, copy and graphic elements shall fit comfortably into sign area, leaving sufficient margins and negative space on all sides. Wall signs shall appear balanced and in scale within the context of the sign space and the building as a whole. Thickness, height, and color of sign lettering shall be visually balanced and in proportion to other signs on the building. In all cases, the copy area shall maintain a margin at least 6" from any edge of the sign face area.
- 7. Dimensional letters and plagues shall be affixed without visible means of attachment, unless attachments make an intentional design statement and are approved by the Landlord.
- 8. Any special conditions or deviations from the guidelines in the sign criteria are to be approved in writing after submittal to the Landlord.
- Back plates of any kind are not allowed behind signage. 9.

F. Type styles:

Tenants may adapt established type styles, logos and/or images that are in use on similar buildings operated by them, provided that said images are architecturally compatible and approved by the Landlord. Type may be arranged in multiple lines of copy and may consist of upper and/or lowercase letters.

G. Lighting:

The use of creative signage lighting is expected and encouraged with the following criteria:

1. Where signs are internally illuminated, light-transmitting surfaces shall be non-gloss, matte materials. Light source shall be LEDs.

- Only letters and logos shall transmit light while the 2. background remains solid opague. No illuminated backgrounds or boxes are allowed.
- 3. Tenant signs shall be illuminated from dusk until midnight for Retail Tenants and till 2:00am for Restaurant and Bar Tenants.
- 4. Exposed fixtures, shades, or other elements are to contribute to the design of the sign, and will have to be submitted to the Landlord for approval prior to fabrication and installation.
- 5. All exposed or skeletal neon must be backed with an opaque coating, and be approved in writing by the Landlord. All housings and posts for exposed neon signs must be painted out to match the sign background immediately behind.
- 6. Exposed raceways (unless design elements), conduit, junction boxes, transformers, lamps, tubing, or neon crossovers of any type are prohibited.

H. Colors:

- 1. A maximum of two colors are allowed for each letter form.
- 2. The color of the letter face and letter return shall be the same, no multi-colored letters allowed.
- 3. Color of letter face and returns are to contrast with building colors for good daytime readability.
- 4. The interior of open channel letters is to be painted dark when against light backgrounds.
- All sign colors are subject to review and approval by the 5. Landlord as part of the Tenant signage submittal.



I. Materials:

1. Acceptable sign material treatments are

- a. Dimensional geometric shapes coated or burnished for variety in color and texture
- b. Painted metal
- c. Screens, grids, or mesh
- d. Etched or brushed metal
- e. Cut, abraded, or fabricated steel or aluminum
- f. Dimensional letter forms with seamless edge treatments
- g. Glass

2. The following materials are prohibited:

- a. Fluorescent or reflective materials such as polished mirror
- b. Simulated materials, i.e. wood-grained plastic laminate and wall covering
- c. Sentra or cardboard
- d. Colored plastics or acrylics
- e. Trim cap retainers

J. Exceptions

Tenants that exhibit exceptional creativity in the expression of their identity may be permitted to forego portions of these criteria with the written approval of the Landlord.

K. Maintenance

Upon the Landlord's acceptance of the design, the Tenant is responsible for routine maintenance of light fixtures, electrical components, paint, finishes, and all other applicable items. Maintenance for outages and damaged signs should be repaired within 48 hours.

L. Construction Requirements

- All signs shall be designed, installed, illuminated, located, and maintained in accordance with the provisions set forth in these regulations and all other applicable codes and ordinances.
- 2. All signs must meet all standards set forth by La Palmera Sign Criteria and must be approved by the Landlord before permit submittal.
- The Landlord does not accept the responsibility of checking for compliance with any codes having jurisdiction over La Palmera nor for the safety of any sign, but only for aesthetic compliance with this sign criteria and its intent.

M. Fabrication Requirements

- All sign fabrication work shall be of excellent quality and identical of Class A workmanship. All logo images and type styles shall be accurately reproduced. Lettering that approximates type styles shall not be acceptable. The Landlord reserves the right to reject any fabrication work deemed to be below standard.
- 2. Signs must be made of durable rust-inhibiting materials that are appropriate and complementary to the design of La Palmera.
- 3. All formed metal, such as letter forms, shall be fabricated using full-weld construction with all joints ground smooth.
- All ferrous and non-ferrous metals shall be separated with non-conductive gaskets to prevent electrolysis. In addition to gaskets, stainless steel fasteners shall be used to secure ferrous to non-ferrous metals.
- 5. Threaded rods or anchor bolts shall be used to mount

sign letters, which are to be evenly spaced and must be finished to blend with the adjacent surface. Angle clips will not be permitted.

- 6. Paint colors and finishes must be reviewed and approved by the Landlord. Color coatings shall exactly match the colors specified on the approved plans.
- Surfaces with color mixes and hues prone to fading (e.g., pastels, complex mixtures, intense reds, yellows and purples) shall be coated with ultraviolet-inhibiting clear coat in a matte or semi-gloss finish.
- 8. Joining of materials (e.g., seams) shall be finished in such a way as to be unnoticeable. Visible welds shall be continuous and ground smooth. Rivets, screws, and other fasteners that extend to visible surfaces shall be flush, filled, and finished so as to be unnoticeable.
- 9. Finished surfaces of metal shall be free from canning and warping. All sign finishes shall be free of dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standards of the industry.
- 10. All lighting must match the exact specifications of the approved working drawings.
- Surface brightness of all illuminated materials shall be consistent in all letters and components of the sign. Light leaks will not be permitted.
- 12. All conduit, raceways, crossovers, wiring, ballast boxes, transformers, and other equipment necessary for sign connection shall be concealed. All bolts, fastenings and clips shall consist of enameling iron with porcelain enamel finish; stainless steel, anodized aluminum,

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brass or bronze; or carbon-bearing steel with painted finish. No black iron material will be allowed.

- Underwriter's Laboratory-approved labels shall be affixed to all electrical fixtures. Fabrication and installation of electrical signs shall comply with UBC, NEC, and local building and electrical codes.
- 14. Penetrations into building walls, where required, shall be made waterproof and guaranteed as such by the Tenant's sign contractor.
- 15. Sign contractor will be responsible for attachment methods, blocking required at sign locations, and any structural analysis to insure a safe and secure installation.
- 16. Location of all openings for conduit sleeves and support in sign panels and building walls shall be indicated by the sign contractor on the above shop drawings submitted to the Landlord. Sign contractor shall install same in accordance with the approved drawings.
- 17. In no case shall any manufacturer's label be visible from the street or from normal viewing angles.
- Signs illuminated with neon shall use 30 m.a. transformers. The ballast for fluorescent lighting shall be 430 m.a. Fluorescent lamps will be single pin (slim line) with 12" center to center lamp separation maximum.
- 19. Penetrations of the building roof flashing is not permitted. The roof flashing is the roof material that turns up on the back of the parapet wall. Any penetration will require removal of Tenant's sign and damage shall be repaired at the tenant and sign installers' expense.



Signage Submittals

A. Artwork Submittals:

 All sign concepts are to be generated from "camera-ready" logo artwork prepared by a professional graphic designer, and submitted to the Landlord for approval prior to development of any signage.

B. Concept Drawing Submittal:

- Prior to shop drawings and sign fabrication, Tenant shall submit for Landlord approval three sets of concept drawings reflecting the design of all sign types showing the sign on elevation in color with dimensions.
- Sign concept drawings are to be submitted with storefront design and awning design reflected.
 Partial submittals will not be accepted.

C. Shop Drawing Submittal:

- Upon approval of concept plans in writing from Landlord, three complete sets of shop drawings are to be submitted for Landlord approval, including:
 - a. Fully-dimensioned and scaled shop drawings @ 1/2"=1'-0" specifying exact dimensions, copy layout, type styles, materials, colors, means of attachment, electrical specifications, and all other details of construction.
 - Elevations of storefront @ 1/2"=1'-0" showing design, location, size and layout of sign drawn to scale indicating dimensions, attachment devices and construction detail.
 - c. Sample board showing colors and materials including building fascia, letter faces, returns, and other details as requested by the Landlord.
 - d. Section through letter and/or sign panel @

1/2"=1'-0" showing the dimensioned projection of the face of the letter and/or sign panel and the illumination.

- e. Cut-sheets of any external light fixtures.
- f. Full-size line diagram of letters and logo may be requested for approval if deemed necessary by the Landlord.
- 2. All Tenant sign shop drawing submittals shall be reviewed by the Landlord for conformance with the sign criteria and with the concept design as approved by the Landlord.
- 3. Within ten (10) working days or fifteen (15) calendar days after receipt of Tenant's working drawings, Landlord shall either approve the submittal contingent upon any required modifications or disapprove Tenant's sign submittal, which approval or disapproval shall remain the sole right and discretion of the Landlord. The Tenant must continue to resubmit revised plans until approval is obtained. A full set of final shop drawings must be approved and stamped by the Landlord prior to permit application or sign fabrication.
- Requests to establish signs that vary from the provisions of these sign criteria shall be submitted to the Landlord for approval. The Landlord may approve signs that depart from the specific provisions and constraints of this Sign Plan in order to:
 - a. Encourage exceptional sign design and creativity.
 - Accommodate imaginative, unique, and otherwise tasteful signage that is deemed to be within the spirit and intent of the sign criteria.
- Following Landlord's approval of sign shop drawings, Tenant or his agent shall submit to the City of Corpus Christi sign plans signed by the Landlord and applica-

tions for all permits for fabrication and installation by Sign Contractor. Tenant shall furnish the Landlord with a copy of said permits prior to installation of Tenant's sign.

 Signs shall be inspected upon installation to assure conformance. Any work unacceptable shall be corrected or modified at the Tenant's expense as required by the Landlord.

TENANT CRITERIA GUIDELINES







Intent:

This section of the Tenant Design Criteria is to provide Tenants with a descriptive tool that both educates and helps implement sustainable design and construction features in the Tenant improvement build-out.

The La Palmera project is designed to comply with the US Green Building Council's Leadership in Energy and Environmental Design (LEED) Core and Shell 2.0 rating system. This section of the Tenant Design Criteria is beneficial by helping Tenants design and build sustainable interiors and adopt green building practices.

Sustainability Goals and Objectives:

In order to reduce the environmental impact of renovating an existing building, La Palmera's core and shell package have been designed and built to sustainable standards, or "Green" building practices as they are also known. Broadly, the objectives of this program are:

- Significantly reduce negative environmental impacts of building construction and daily operations
- Include social benefits and "people friendly" uses of areas such as the Food Court, Center Court, Entry Court and Play area.
- Promote alternative transportation opportunities through public transportation access, bicycle storage and changing rooms and preferred parking for low-emitting and Fuel efficient vehicles.
- To provide Water Efficient Landscaping
- Reduce energy demand and operating costs through building envelope design and construction
- Divert waste from landfills through a property-wide recycling program.

- Improve the indoor environment for patrons and employees by improving air quality through the use of low VOC materials.
- Provide sustainable guidelines for Tenant spaces (See also LEED for Commercial Interiors (LEED-CI) checklist on pages 64 and 65.

Sustainable Design and Construction:

Following is a list of some sustainable design and construction features incorporated into the core and shell project that can also be incorporated into Tenant spaces (See also LEED Core & Shell (LEED-CS) checklist for La Palmera Mall on pages 62 and 63. This portion of the Tenant Design and Construction Guidelines is intended to enable the tenant design team to understand and efficiently utilize the base building systems and design features in achieving specific LEED for Commercial Interiors (LEED-CI) credits:

- LEED Certification (See LEED-Cl checklist Sustainable Sites credit 1 Site Selection)
- Water use reduction by using low-flow plumbing fixtures. Refer to page 61 Efficient Plumbing Fixtures (See also LEED-Cl checklist Water Efficiency Prereq 1 and Credit 1)
- Optimize energy performance through the use of low-e glass and efficient roof-top HVAC units, skylights with day lighting sensors. Refer to page 59 for Required Sustainable Tenant Design Criteria (See also LEED-Cl-checklist Energy and Atmosphere, Credits 1.1-1.4)
- Commissioning to verify that the building energy systems were installed, calibrated, and perform according to owner requirements, design and construction documents (See LEED-CI checklist Energy and Atmosphere, Prereq 1, Credit 2-3)

- Minimum level of efficiency for the proposed building space and systems. Refer to page 59 for Required Sustainable Tenant Design Criteria (See also LEED-Cl checklist Energy and Atmosphere, Prereq 2)
- Mechanical systems designed to comply with high efficient and environmentally friendly criteria. Refer to page 61 for mechanical systems criteria (See also LEED-Cl checklist Energy and Atmosphere, Prereq 3 and Credit 1.3)
- Construction waste management during build-out activities, to divert recyclable waste from landfills (See LEED-Cl checklist Materials and Resources, Construction Waste Management Credit 2)
- Recycled content in construction materials, using postconsumer and pre-consumer materials (See LEED-Cl checklist Materials and Resources, Recycled Content, Credit 4)
- Regional construction materials, using products that are extracted, processed and manufactured within 500 miles of the project (See LEED-CI checklist Materials and Resources, Regional Materials, Credit 5)
- Construction indoor air quality monitoring plan. Refer to page 59 for Required Sustainable Tenant Design Criteria (See also LEED-Cl checklist Indoor Environmental Quality, Credit 3.1)
- Promotion of improved indoor air quality thru requirements of the ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality standard. Refer to page 59 for Required Sustainable Tenant Design Criteria (See also LEED-CI checklist Indoor Environmental Quality Prereq 1 and 2)

TENANT CRITERIA GUIDELINES

- Promotion of improved indoor air quality thru the use of low emitting materials. Refer to page 59 for Interior Paints and Coatings and Adhesives and Sealants charts (See also LEED-Cl checklist Indoor Environmental Quality Credits 4.1 - 4.5)
- LEED Accredited Professional (See LEED-Cl checklist Innovation and Design Credit 2)
- Refer to "Required Sustainable Tenant Design Criteria chart of page 59 for requirements.

LEED for Commercial Interiors:

The US Green Building Council provides a Green building rating system for commercial interiors, known as LEED – CI. Trademark Property Co. encourages all Tenants to consider certification under this rating system for individual spaces. The core and shell program already in place contributes to achieving a number of points within the commercial interiors rating system. Though the LEED Core & Shell and LEED Commercial Interiors are separate programs, they are specifically designed and intended as companion programs to complement one another to culminate in a sustainable building inside and out. Please refer to **www.usgbc.org** for more information on LEED CI Green Building Rating System for Commercial Interiors and refer to pages 64 and 65 for LEED 2009 for Commercial Interiors Checklist.

GENERAL NOTES

Interior Paints and Coatings:

Paints and coatings shall not exceed the VOC limits set below

Architectural Paints, Coatings and Primers	g/L max.
Flats	50
Non-Flats	150
Anti-corrosive and anti-rust paints	g/L max.
All Types	250
Clear wood finishes, floor coatings, stains, and shellacs	g/L max.
Varnish	350
Lacquer	550
Floor Coatings	100
Clear Shellac	730
Pigmented Shellac	550
Waterproofing Sealers	250
Sanding Sealers	275
Stains	250

Required Sustainable Tenant Design Criteria

- Tenants must comply with the La Palmera Environmental Tobacco and Smoke Initiative, which mandates a no smoking policy.
- Meet the minimum requirements of the voluntary consensus standard ASHRAE 62.1 -2004, Ventilation for Acceptable Indoor Air Quality Mechanical ventilation systems shall perform according to the Ventilation Rate Procedure.
- Reduce ozone depletion by avoiding the use of CFC-based refrigerants in cooling systems. Refer to page 61 for criteria.
- Construction indoor air quality monitoring.
- Façade Insulation:
- For facade insulation, Tenants must use R-19 insulation on all exterior walls for the entire vertical height of those walls.
- Storefront Criteria:
- Tenant storefront glazing systems (doors and windows) must be designed to comply with the following criteria:
 - SHGC Shading Coefficient = .29
 - U-Factor = .28
- Use Low or No VOC Paints, Adhesives and Sealants, and Carpets. Refer to charts on pages 59 and 60.
- The intent is to reduce the quantity of indoor air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants.

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TENANT CRITERIA GUIDELINES

GENERAL NOTES

Adhesives and Sealants:

Architectural Applications	VOC Limit (g/L less water)	Specialty Applications	VOC Limit (g/L less water)
Interior Carpet Adhesives	50	PVC Welding	510
Carpet Pad Adhesives	50	CPVC Welding	490
Wood Flooring Adhesives	100	ABS Welding	325
Rubber Floor Adhesives	60	Plastic Cement Welding	250
Subfloor Adhesives	50	Adhesive Primer for Plastic	550
Ceramic Tile Adhesives	65	Contact Adhesive	80
VCT & Asphalt Adhesives	50	Special Purpose Contact Adhesive	250
Drywall & Panel Adhesives	50	Structural Wood Member Adhesive	140
Cove Base Adhesives	50	Sheet Applied Rubber Lining Operations	850
Multipurpose Construction Adhesives	70	Top & Trim Adhesive	250
Structural Glazing Adhesives	100		
Substrate Specific Applications	VOC Limit (g/L less water)	Sealants	VOC Limit (g/L less water)
Metal to Metal	30	Architectural	250
Plastic Foams	50	Non-membrane Roof	300
Porous Material (except wood)	50	Roadway	250
Wood	30	Single-ply Roof Membrane	450
Fiberglass	80	Other	450
Sealant Primers	VOC Limit (g/L less water)	Aerosol Adhesives	VOC Limit (g/L less water)
Architectural Non-porous	250	General purpose mist spray	65% VOC's by wt
Architectural Porous	775	General purpose web spray	55% VOC's by wt
Other	750	Special purpose aerosol adhesives (all types)	70% VOC's by wt

LA PALMERA

GENERAL NOTES

Carpet:

All Carpet installed in the building interior shall meet the testing and product requirements of the Carpet and Rug Institute (CRI) Green Label Plus Program.

All carpet cushion installed in the building interior shall meet the requirements of the CRI Green Label Program.

All carpet adhesive shall meet the VOC limit of 50g/L as shown above.

Efficient Plumbing Fixtures:

Toilets:

High-Efficiency	1.3 gpf or below
Dual-Flush	0.8 gpf
Urinals:	
High-Efficiency	0.5 gpf or below
Waterless	0 gpf
Lavatories:	
High-Efficiency	1.8 gpm or below
Low-flow Self Closing	0.25 gals/cycle
Kitchen Faucet:	
High-Efficiency	1.8 gpm

).8 gpf).5 gpf or below gpf 1.8 gpm or below .25 gals/cycle

Tenant mechanical systems shall be designed to comply with the high efficient and environmentally friendly criteria listed below:

- No CFC-based refrigerants •
- No HCFC-based refrigerants, including R-22
- Use refrigerant with the low Ozone Depleting Potential ٠ (ODP) and low Global Warming Potential (GWP).
- Minimum Efficiency Ratings • Equipment equal to or less than 10 tons: 11.0 EER / 13 SEER Equipment greater than 10 tons: 10.5 EER

TENANT CRITERIA GUIDELINES

This is the LEED Core and Shell (LEED-CS) checklist for La Palmera Mall which denotes all credits achieved. It is intended to help facilitate a LEED for Commercial Interiors (LEED-CI) Submittal by tenant.

LEED for Core and Shell v2.0 Checklist for La Palmera Mall

Su	stainable	Sites
Yes	Prereq 1	
1	Credit 1	Construction Activity Pollution Prevention
1	Credit 2	Site Selection
	Credit 3	Developments Density & Community Connectivity
	Credit 3	Brownfield Redevelopment
1	Credit 4.1	Alternative Transportation, Public Transportation Access
	Credit 4.2	Alternative Transportation, Bicycle Storage and Changing Rooms
1	Credit 4.3	Alternative Transportation, Low-Emitting & Fuel Efficient Vehicles
1	Credit 4.4	Alternative Transportation, Parking Capacity
	Credit 5.1	Site Development, Protect or Restore Habitat
	Credit 5.2	Site Development, Maximize Open Space
	Credit 6.1	Stormwater Design, Quantity Control
	Credit 6.2	Stormwater Design, Quality Control
1	Credit 7.1	Heat Island Effect, Non-Roof
	Credit 7.2	Heat Island Effect, Roof
	Credit 8	Light Pollution Reduction
1	Credit 9	Tenant Design & Construction Guidelines

Wa	Water Efficiency						
1	Credit 1.1	Water Efficient Landscaping, Reduce by 50%					
	Credit 1.2	Water Efficient Landscaping, No Potable Water Use or No Irrigation					
	Credit 2	Innovative Wastewater Technologies					
1	Credit 3.1	Water use Reduction, 20%					
1	Credit 3.2	Water use Reduction, 30%					

Ene	Energy & Atmosphere				
Yes	Prereg 1	Fundamental Commissioning of the Building Energy Systems			
res	FICICY	runuamentai commissioning of the bulluing Energy Systems			
Yes	Prereq 2	Minimum Energy Performance			
Yes	Prereq 3	Fundamental Refrigerant Management			
3	Credit 1	Optimize Energy Performance			
	3	Option 1 Whole Building Energy Simulation			
	0	Option 2 Prescriptive Compliance Path			
	0	Option 3 Prescriptive Compliance Path			
	Credit 2	On-Site Renewable Energy			
	Credit 3	Enhanced Commissioning			
	Credit 4	Enhanced Refrigerant Management			
	Credit 5.1	Measurement & Verification, Base Building			
	Credit 5.2	Measurement & Verification, Tenant Sub-Metering			
1	Credit 6	Green Power			

Materials & Resources

-		
Yes	Prereq 1	Storage and Collection of Recyclables
1	Credit 1.1	Building Reuse, Maintain 25% of Existing Walls, Floors & Roof
1	Credit 1.2	Building Reuse, Maintain 50% of Existing Walls, Floors & Roof
1	Credit 1.3	Building Reuse, Maintain 75% of Existing Walls, Floors & Roof
1	Credit 2.1	Construction Waste Management, Divert 50% From Landfill
1	Credit 2.2	Construction Waste Management, Divert 75% from landfill
	Credit 3	Materials Reuse, 1%
1	Credit 4.1	Recycled Content, 10% (post-consumer + 1/2 pre-consumer)
1	Credit 4.2	Recycled Content, 20% (post-consumer + 1/2 pre-consumer)
1	Credit 5.1	Regional Materials, 10% Extracted and Manufactured Regionally
	Credit 5.2	Regional Materials, 20% Extracted and Manufactured Regionally
	Credit 6	Certified Wood,



LEED for Core and Shell v2.0 Checklist for La Palmera Mall

Ind	Indoor Environmental Quality				
Yes	Prereq 1	Minimum IAQ Performance			
Yes	Prereq 2	Environmental Tobacco Smoke (ETS) Control			
	Credit 1	Outside Air Delivery Monitoring			
	Credit 2	Increased Ventilation			
1	Credit 3	Construction IAQ Management Plan, During Construction			
3	Credit 4	Low- Emitting Materals			
	Yes	Credit 4.1 Low-Emitting Materials, Adhesives and Sealants			
	Yes	Credit 4.2 Low-Emitting Materials, Paints and Coatings			
	Yes	Credit 4.3 Low-Emitting Materials, Carpet Systems			
	Yes	Credit 4.4 Low-Emitting Materials, Composite Wood and Laminate Adhesives			
	Credit 4	Supplemental Information			
	Credit 5	Indoor Chemical and Pollutant Source Control			
	Credit 6	Controllability of Systems, Thermal Comfort			
	Credit 7	Thermal Comfort, Design			
	Credit 8.1	Daylight & Views, Daylight 75% of Spaces			
	Credit 8.2	Daylight & Views, Daylight 90% of Spaces			

Innovation & Design Process

1	Credit 1.1	Innovation in Design:	Education & Interpretive Progr
1	Credit 1.2	Innovation in Design:	95% Building Reuse (Exemplary Performance)
	Credit 1.3	Innovation in Design:	Organic Landscape Maintenance (Innovation)
1	Credit 1.4	Innovation in Design:	Public Transportation (Exemplary Performance)
1	Credit 2	LEED Accredited Profe	essional

LEED 2009 for Commercial Interiors

19			Sustaina	able Sites Possible Poin	its: 21
Y	Ν	?			
5			Credit 1	Site Selection	1 to 5
6			Credit 2	Development Density and Community Connectivity	6
6			Credit 3.1	Alternative Transportation – Public Transportaion Access	6
			Credit 3.2	Alternative Transportation – Bicycle Storage and Changing Rooms	2
2			Credit 3.3	Alternative Transportation – Parking Availability	2
11			Sustaina	able Sites Possible Poin	its: 21
Y	Ν	?			
Y			Prereq 1	Water Use Reduction – 20% Reduction	
11			Credit 1	Water Use Reduction	6 to 11
5			Enguna	Almoonhovo Doosihla Doin	10. 07
			Energy a	& Atmosphere Possible Poin	ts: 37
Y	Ν	?			
Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
			Credit 1.1	Optimize Energy Performance – Lighting Power	1 to 5
			Credit 1.2	Optimize Energy Performance – Lighting Controls	1 to 3
5			Credit 1.3	Optimize Energy Performance – HVAC	5 to 10
			Credit 1.4	Optimize Energy Performance – Equipment and Appliances	1 to 4
			Credit 2	Enhanced Commissioning	5
			Credit 3	Measurement and Verification	2 to 5
			Credit 4	Green Power	5

Project Checklist

3			Material	s and Resources Possible Poin	nts: 14
Y	Ν	?			
Y			Prereq 1	Storage and Collection of Recyclables	
			Credit 1.1	Tenant Space – Long-Term Commitment	1
			Credit 1.2	Building Reuse	1 to 2
1			Credit 2	Construction Waste Management	1 to 2
			Credit 3.1	Materials Reuse	1 to 2
			Credit 3.2	Materials Reuse – Furniture and Furnishings	1
1			Credit 4	Recycled Content	1 to 2
1			Credit 5	Regional Renewable Materials	1 to 2
			Credit 6	Certified Wood	1
			Credit 7		1
4			Indoor E	nvironmental Quality Possible Poin	nts: 17
Y	Ν	?			
Y			Prereq 1	Minimum IAQ Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
			Credit 1	Outdoor Air Delivery Monitoring	
			Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan – During Construction	1
			Credit 3.2	Construction IAQ Management Plan – Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials – Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials – Paints and Coatings	1
1			Credit 4.3	Low-Emitting Materials – Flooring Systems	1
			Credit 4.4	eq:low-Emitting Materials-Composite Wood and Agrifiber Products	1
			Credit 4.5	Low-Emitting Materials – Systems Furniture and Seating	1
			Credit 5	Indoor Chemical & Pollutant Source Control	1
			Credit 6.1	Controllability of Systems – Lighting	1
			Credit 6.2	Controllability of Systems – Thermal Comfort	1
			Credit 7.1	Thermal Comfort – Design	1
			Credit 7.2	Thermal Comfort – Verification	1
			Credit 8.1	Daylight and Views – Daylight	1 to 2
			Credit 8.2	Daylight and Views – Views for Seated Spaces	1



Project Name

Date

			Innovation and De	esign Process Possible I	Possible Points: 6	
Y	Ν	?				
			Credit 1.1 Innovation	n in Design: Specific Title	1	
			Credit 1.2 Innovation	n in Design: Specific Title	1	
			Credit 1.3 Innovation	n in Design: Specific Title	1	
			Credit 1.4 Innovation	n in Design: Specific Title	1	
			Credit 1.5 Innovation	n in Design: Specific Title	1	
			Credit 2 LEED Accr	redited Professional	1	

			Regional	Priority Credits Possible Poir	Possible Points: 4		
Y	Ν	?					
			Credit 1.1	Innovation in Design: Specific Title	1		
			Credit 1.2	Innovation in Design: Specific Title	1		
			Credit 1.3	Innovation in Design: Specific Title	1		
			Credit 1.4	Innovation in Design: Specific Title	1		



Total

Possible Points: 110

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

Submittal Requirements

All Tenant improvements are subject to the Landlord's approval and shall conform to all Design Criteria as outlined in this Handbook and the Lease.

Tenants should discuss specific thoughts about their design concept and raise any questions about this document, with the Landlord's Tenant Coordinator before beginning preliminary design work. There will be an opportunity for such a discussion during the introduction conference call/meeting to be scheduled by Landlord with Tenant and his/her Design Professionals.

Any deviations from the Tenant Design Criteria are at the sole discretion of the Landlord's Tenant Coordinator and the Submission Review Committee.

Each Tenant is required to retain a Texas Registered Architect (as Architect of Record) and Registered MEP and Structural Engineer, as required, to prepare design and construction documents. The Tenant shall notify the Tenant Coordinator of the name, address and telephone number of the Architect who will be preparing the design submission package for their space.

It is imperative that all the requirements outlined herein be strictly adhered to by the Tenant and Tenant's Architect. Failure to do so will result in unnecessary and costly delays in the approval of drawings.

Submissions:

Prior to starting construction, the Tenant shall provide design drawings and specifications in a preliminary submission. Tenant shall provide complete construction documents for their final submission for the leased premises in order to receive the Landlord's written approval.

Preliminary Submission:

The preliminary submission should include two (2) sets of scaled Design Intent Drawings and one (1) electronic copy. The drawing set should include, at a minimum, a floor plan, storefront elevations and material and finish designations. The purpose, at this stage is to gain approval from the Landlord of the basic design of the premises.

After review of the preliminary submission, the Landlord will retain one set of drawings and issue the other set to the Tenant with a review indicating approval, or a request that the Tenant revisit the design –with an explanation of any concerns. The intent of the process is to help expedite the review of the final submission.

Final Submission:

The final submission should include a disc of complete Construction Documents containing plans in electronic format, including fully engineered mechanical, electrical and plumbing drawings, energy calculations per jurisdictional requirements (Comcheck) or documentation from an energy model, a material board depicting all exterior and interior finish materials and one bound set of specifications. All details for every aspect of the design must be complete. Furthermore, it is the Tenant's responsibility to ensure compliance with all relevant codes, obtain all approvals, acquire all permits and pay all fees in connection therewith. The submission should also include proof that the project has been registered with the Texas Department of Licensing and Regulations (TDLR) and submitted for its Texas Accessibility Standards (TAS) Plan review. Landlord's accessibility consultant must be used for the required plan reviews and site inspections (See Exhibit E).

The Landlord's review of Tenant submittals does not signify review and/or approval of the submittals for Code compliance. All design submissions must comply with all applicable Codes–including, but not limited to, Americans with Disabilities Act (ADA) and TAS. It is the Tenant and/or Tenant's Architect who shall be solely responsible for compliance with applicable code requirements.

Final Approval:

The Landlord, upon approval of a submission package, shall forward to the Tenant one (1) set of prints along with the Landlord's written approval. It is the Tenant's responsibility to ensure the Tenant's Contractor has one (1) set of Landlord approved drawings at the job site at all times and shall not commence work until said approved plans and specifications are physically within the property and a construction permit has been obtained.

No deviation from the approved drawings will be permitted without a resubmission to the Landlord prior to construction.

Submission Review Committee:

All design submissions will be reviewed by the Tenant Coordinator; with all design elements being reviewed by a committee of individuals chosen by the Landlord. Please send all preliminary and final submission packages to the Landlord Tenant Coordinator:

Weston Graves

Tenant Services Project Manager Trademark Property Company 1600 West 7th Street, Suite 400 Ft. Worth, TX 76102 (817) 810-5319 phone wgraves@trademarkproperty.com

Construction Guidelines

General:

No fastening to or suspension from underside of the floor slab or roof structure is permitted without the Landlord's written approval. Such work will require review and certification by Landlord's Structural Engineer. Such review is to be at Tenant's expense.

The tenant may not alter the Landlord's base building in any way without the Landlord's written approval.

The Tenant and the Tenant's Contractor will be required to adhere to the **Tenant Construction Requirements** during the construction phase of their project. These rules and regulations are included on pages 68-73. It is recommended that Tenant make these a part of the construction agreement with their Contractor. The Landlord expressly reserves the right to amend or modify this Handbook from time to time. The Landlord shall have no absolute obligation to enforce this Handbook against one or more Tenants of La Palmera. The Landlord's interpretation of these criteria and its review of designs submitted for approval in accordance herewith and with other requirements of the Lease, shall be unfettered and absolute.

All approvals must be in writing, which may be granted or withheld in the Landlord's sole discretion. Verbal approvals are not to be considered valid, unless and until such approvals are given in writing.

The work described in this Handbook is intended to be illustrative only and is not intended to stipulate whether the Landlord or Tenant is to pay for this work. All allocations of cost are determined by the Lease. The use of renderings and descriptions herein are included only to demonstrate the quality of detail and styles of storefront design and signs acceptable. Storefronts and/or signage and graphics at La Palmera may not conform exactly to any rendering, photo or description in this Handbook.

Storefront:

Storefronts and interiors shall be designed, fabricated and installed by the Tenant at the Tenant's expense, unless otherwise provided for in the Lease. Storefront construction shall extend from the floor slab to the Landlord's ceiling or bulkhead depending on location or transom above and to lease line to abut adjacent Tenant.

All materials incorporated into exterior storefronts will be exterior grade materials and will adhere to the guidelines on Page 26.

Interior storefronts will adhere to the guidelines on Page 10.

Recessed Entry:

In all exterior areas where the Tenant has set the storefront back from the lease line, the Tenant must install their own durable, exterior grade, nonslip floor material between the lease line and the Tenant's storefront. This flooring must finish at the same elevation as the Landlord's sidewalk/paved surface where the two surfaces meet.

In all interior areas where the Tenant has set the storefront back from the lease line, the Tenant must install their own durable floor material between the lease line and the Tenant's storefront. This flooring must finish at the same elevation as the Landlord's interior walkway surface where the two surfaces meet.

Fire Code:

All Tenant construction, including storefronts, shall be noncombustible material. Treated, fireresistant materials will be permitted where approved by jurisdictional authorities. The Tenant shall modify the shell sprinkler system within their premises at the Tenant's expense in accordance with the requirements of the prevailing Codes. Sprinklers within four feet of the storefront shall be fully recessed.

Light Fixtures:

Tenants will be required to install Landlordspecified fixtures on the storefront. No submissions of wall-mounted fixtures will be permitted other than those approved in writing by the Landlord.

Mezzanine:

Mezzanine floors/second levels, etc. in high ceiling spaces are permitted if negotiated in the Lease and should be submitted to Landlord for consideration in the preliminary submittal. Tenant will be required to confirm compliance with all codes and accessibility standards.

Tenant Construction Requirements

Getting Started On-Site

Permitting:

Once a Tenant has completed the **Tenant Submission Requirements (page 66)** and has received final Landlord approval, Tenant should submit Landlord approved documents to the City of Corpus Christi for permitting.

For all permitting questions, and to get a commercial construction packet, visit the City of Corpus Christi website at **www.cctexas.com**. Tenant must submit the applications (see number required per the website), a check for the permit fee per the website, and construction documents as listed on the website. (Note: for Tenant finish-out projects, a site plan is not required, but a location map should be on the cover sheet of the documents.)

Note: La Palmera is currently under an ongoing asbestos management plan. Tenant will need to submit an asbestos survey letter provided by Landlord with permit application.

Preconstruction Requirements:

Please forward all items listed below prior to any work on-site to Landlord's Tenant Coordinator:

- Complete project schedule
- Complete subcontractor list
- Copy of the construction permit
- Tenant's and General Contractor's insurance certificate
- Relinquishment of Lien Rights; signed and notarized (See Exhibit B)
- Deposit check for \$3,000.00 for Tenants up to3,000 S.F. and \$5,000 for Tenants over 3,000 S.F. (made payable to Corpus Christi Retail Venture, L.P.)

• Construction waste management plan and Construction indoor air quality plan.

Preconstruction Meeting On-Site:

Upon completion of the above Preconstruction Requirements, prior to any work on-site, contact Landlord's Tenant Coordinator to schedule a Preconstruction Meeting on-site. A representative of the Tenant and the Tenant's General Contractor should attend the Preconstruction Meeting, but at a minimum, the on-site Superintendent for the Tenant's General Contractor must attend. The Tenant or General Contractor will be required to sign an acceptance of the lease space during the Preconstruction Meeting before any work, delivery of materials,

etc. may take place. Requirements for trash, recycling, toilets, temporary utilities, and parking will be reviewed during this meeting. Please note there will be no storage on-site except within Tenant's lease space.

Site Meetings:

Landlord's Tenant Coordinator will visit Tenant's construction site weekly to verify progress and review construction issues, if necessary.

Note: Fire Marshall requires all new tenants or remodeling tenants to install a relay that will shut off their store music when the fire alarm goes off.

Tenant Construction Requirements

Tenant Finish-Out Rules and Regulations

General:

Refer to **Getting Started On-Site (page 68)** for steps to be taken prior to the commencement of construction. Also, refer to **Section 4 for LEED CI requirements (pages 57-65).**

All streets, drives, sidewalks, entries, passages, courts, corridors and stairways shall not be obstructed by any Tenant or its Contractors, or used by them for other purposes than egress and ingress to and from their respective demised premises.

Tenant's Contractor shall not prop open shell building doors by placing any type of obstruction between the door and the door frame.

Landlord's General Contractor will not accept any deliveries for Tenant or Tenant's Contractor.

Tenant's Contractor will be given a designated area in which to park all vehicles during the course of Tenant's build-out.

Contractors are not allowed to use mall restrooms.

Any contractor that needs access to the mall's roof, electrical/mechanical rooms or pump rooms must meet the insurance requirements and have a current certificate of insurance on file.

Unless previously approved, a contractor can only access the roof Monday-Friday, 8 am - 5 pm and must check-in at the management office.

No ladders are allowed to be propped onto the side of the building to access roof; all roof access must be done through the management office. Tenant is responsible for making Tenant's Contractor and Subcontractors aware of these rules and regulations. It is recommended that they be made a part of Tenant's Contract Documents for construction.

Contractor shall provide a minimum of one fulltime, project dedicated superintendent on-site when work is taking place within the premises.

Mall tile: \$10 per sq. ft. (contact mall office).

Prior to commencing finish-out construction, any required permits for Tenant's work shall be appropriately displayed within the construction area.

All Tenant's work shall be performed at a level of quality that is accepted as industry standard.

Tenant's Contractor is to perform their work in such a manner as to not disturb the existing low voltage wiring that has been installed for the Landlord's indoor/outdoor music system. If the Contractor is unclear as to the location of the system in the building they are working, they should contact the Tenant Coordinator.

Temporary Barricade Specs:

- 1/2 inch sheetrock with aluminum studs
- If the space has no back door, we require a front double door entry with lock set
- Tape and float
- White paint satin finish (Landlord to provide color spec)
- Gray vinyl base
- 12 foot high with drape to ceiling
- 4 foot bump-out from store front (to allow work space)

General Contractor Deposit Requirements:

Each Tenant's General Contractor shall be required to submit a construction deposit prior to any work on-site. A \$3,000 deposit is required for Tenants up to 3,000 S.F. and a \$5,000 deposit for Tenants over 3,000 S.F. This deposit shall be refunded once the Tenant opens for business onsite and the Landlord's punch list has been completed and all deductions have been made for Landlord-provided temporary services and other charge backs per Tenant's lease. Tenant's Contractor will be subject to deduction for any damages to Base Building construction and/or corrective measures required to be performed by the Landlord due to actions by the Tenant or Tenant's Subcontractors, including, but not limited to, Landlord's punch list. Checks should be made payable to Corpus Christi Retail Venture, L.P.

This deposit shall be refunded when the following documents are submitted to and approved by the Tenant Services Administrator:

- Completion of Form W-9 (See Exhibit F)
- Building Permit
- Current Certificate of Insurance complying with requirements set forth (See Exhibit A)
- Contractor's written request for Construction Deposit Refund
- Completion of all improvements to Landlord's satisfaction, which includes completion of Landlord's punch list
- Proof the Tenant has completed and passed TAS inspection with no violations (See Exhibit E)
- True and correct original unconditional Final Lien Waivers and Release of Claims from Contractor and all Subcontractors and providers of services and/or materials

Insurance:

Tenant and Tenant's Contractor are required to supply Landlord with Certificates of Insurance evidencing coverage per the terms of the Lease prior to the commencement of construction. See attached Contractor Insurance Requirements (See Exhibit A). Tenant's and Tenant's Contractor's insurance shall list the following additional insureds:

- Corpus Christi Retail Venture, L.P.
- IMI South Texas LLC
- Trademark Padre, L.P.
- Institutional Mall Investors LLC
- Trademark Property Company
- TP Genpar LLC
- Miller Capital Advisory, Inc.
- California Public Employees Retirement System (CalPERS)
- MCA Mall Investors LLC
- Trademark Management, LTD
- Landlord Mortgagee

Access and Site Security:

Tenant is solely responsible for maintaining temporary building enclosure, until said time storefront and glazing are installed.

Tenant shall be solely responsible for the safety of their employees, subcontractors, consultants and agents. Tenants are solely responsible for the Compliance with OSHA, ANSI and all other federal, state and local laws pertaining to safety during performance of their work.

Once Tenant has accepted the leased premises, Tenant will be responsible for granting access to its contractors and personnel.

Tenant and Tenant's Contractor will be responsible for securing the leased premises and any adjoining areas of the building they may have access to at the end of each workday.

All loud work and deliveries are to be carried out between the hours of 9:00 p.m. to 9:30 a.m. Monday - Saturday and 7:00 p.m. Sunday to 9:30 a.m. on Monday. Mall common area is to be completely free of debris by 9:30 a.m. Light construction work can be done behind barricade walls during normal mall hours provided there is no activity that disturbs the customers or tenants. At least 72 hours prior permission from Tenant Coordinator is required for contractors to work onsite outside of these hours. No contractor vehicles will be allowed parking by the building except for loading and unloading. No parking is allowed in service courts; after three warnings, the vehicle will be towed at owner's expense.

Trash Disposal and Storage:

The Landlord, at Tenant's expense, will provide dumpsters (trash and recycling) and toilet facilities at an on-site location of the Landlord's choosing for the duration of Tenant's construction on-site. All trash and recycling must be broken down by the Tenant/Tenant's General Contractor prior to disposal. Cost for these items will include, but not be limited to, cost of dumpster, cost of toilets, taxes, fuel and surcharges; all of which will be deducted on a pro-rated basis from the contractor's security deposit.

Tenant and/or Tenant's Contractor is responsible for any waste disposal and recycling during the course of construction. When trash dumpsters are permitted to be placed by Tenant, they shall be placed on asphalt paved areas. Tenant shall protect pavement by placing plywood under dumpster rollers. Areas outside of the leased premises or adjacent building areas are not to be used for material storage or staging without prior approval from Tenant Coordinator.

There is no on-site storage available for supplies or fixtures, nor is material allowed to be left in service areas or corridors. If storage is needed, the Contractor will need to rent a Mobile Mini.

Temporary Signage:

No banners of any type will be permitted.

No contractor signage of any type will be permitted.

Professionally designed and installed signage on Tenant's temporary plywood barricade will be permitted. The design and content of such signage and associated graphics are subject to Landlord's prior approval.

Signage:

All Tenant signage shall be designed in accordance with the Tenant Design Criteria. It must be submitted for Landlord's approval prior to fabrication and installation. **(See Section 3)**

Tenant to ensure Tenant's vendor protects any canopies or awnings during sign installation. Any damage or cleaning required as a result of the installation of Tenant's sign will be Tenant's responsibility.

Any roof penetrations required for connection of Tenant's sign to power must be done by Landlord's roofing contractor at Tenant's expense.

To prevent costly repairs to the roof, Tenant is to ensure their sign vendor makes a site visit to verify the elevation of the roof in relation to the fascia and designated signage area. The sign vendor should take this into account when manufacturing the sign to ensure an all above or below roof installation. Any penetration of the roof or roof flashing is strictly prohibited. Should this be disregarded, roof repairs will be required and may include the removal and reinstallation of Tenant's sign, all at Tenant's expense.

Should there be any issues with installing the sign in the approved location, please contact Tenant Coordinator immediately to discuss possible alternatives. No sign shall be installed in a location other than the approved location.

The Tenant's suite number, which is to be displayed at the front entrance to their premises and on any service entrance, is regulated by the Tenant Design Criteria for the Shopping Center. (See Section 3).

Construction:

Demising wall locations must be verified in the field by Tenant Coordinator prior to construction.

Heavy machinery, such as forklifts, snorkel lifts, backhoes or other such vehicles, shall not be operated on complete asphalt, pavement, brick pavers or sidewalks. Tenant and Tenant's Contractor are responsible for protecting existing sidewalk and curb surfaces and finishes during time of construction activities. Any damage, marks, etc. evident in front of the Tenant's demised space at completion of construction shall be Tenant's and Tenant's Contractor's responsibility to repair/remove.

Tenants are responsible for all necessary hoisting and rigging as required to perform their work. Tenants are to coordinate the type of hoisting they intend to use and the intended periods of time it will be in use on the jobsite with the Tenant Coordinator, with at least one week's notice for Tenant Coordinator to review prior to use. Any use of cranes will require prior scheduling with Tenant Coordinator.

Any finishing of millwork that requires the application of lacquer or any other product that produces strong odors must be done prior to the millwork items being brought to the premises.

Any painting or finishing completed on-site will be done with water-based materials.

Any floor staining, sealing or other work that will produce a strong odor is required to be done at a time that will be the least disruptive to operating Tenants adjacent to the premises. This would include Tenants that may be above or below the Tenant space. The schedule for the work must be approved by the Tenant Coordinator. The work under most circumstances will be required to be conducted after shopping center hours on a Sunday, Monday, Tuesday or Wednesday evening. Adequate ventilation will need to be provided to ensure that any odors have dissipated by shopping center hours the following morning. Any floor stain and/or sealer is required to be a water-based product.

Utilities / Grease Traps:

If Tenant and/or Tenant's Contractor have any questions regarding the location of existing utilities or general construction of the building, they should contact the Tenant Coordinator.

All Tenants will be required to provide a bypass loop for future sub-meter to measure their water usage. Bypass loop is to be per Landlord's specification (See detail). Location of the by-pass loop is to be coordinated with Tenant Coordinator in the field. The location will be as near to the rear service door as possible in an accessible location.

Location of all utility meters must be coordinated in the field with Tenant Coordinator prior to installation.

Restaurant Tenants:

The location and installation of grease traps will be coordinated with Landlord prior to any work. Tenants doing grease trap installations must contact 1-800-DIG-TESS prior to any excavation.

All exterior utility installations, equipment and piping will be painted to match the adjacent building color(s). Paint colors are available from the Tenant Coordinator.

At the time Tenant's finish-out construction commences, all utility accounts, if applicable, shall be transferred into Tenant's name by Tenant or Tenant's Contractor.

Tenant or Tenant's Contractor shall be responsible for supplying the necessary electrical power required during the construction of the leased premises. The Contractor may elect to set a temporary service, power his equipment from generators or purchase electricity from the Landlord. Should the Contractor elect to establish a temporary feed from the Landlord's house service, the Contractor must first notify the Tenant Coordinator of their desire to do so. Tenant's Contractor shall then be responsible, at their own cost and expense, to provide a GFI breaker protected electrical "spider" distribution box at the termination point of their temporary feed. All temporary connections must be removed at the completion of construction and the Landlord's

service must be returned to its original condition. The Tenant will be charged 16 cents per square foot (or as stated in Lease), per month, for the use of Landlord's power during construction. Such use of power will be for the running of Contractor's equipment needed in the course of construction and shall not be used to run any of the Tenant's mechanical installations or fixtures.

Roof (if applicable):

The cutting of the roof membrane and the flashing of same for all roof penetrations are to be completed by Landlord's roof contractor at Tenant's expense. Certification of same will be required.

Roof penetrations shall be professionally engineered by Landlord's Structural Engineer so that sufficient support exists for any equipment on the roof. Prior approval of plans and specifications by Tenant Coordinator is required. All engineering is to be at Tenant's expense.

Placement of equipment on the roof shall be within Landlord's specified mechanical zone and placed in such a manner that it cannot be viewed from the ground or is hidden via Landlord approved screening method.

All supports under approved roof-mounted equipment shall comply with shell building roof manufacturer's specifications and Landlord's roofer's requirements. No wood blocking will be permitted.

Walk pads will be installed around Tenant's rooftop equipment and extended to the building's common walk pad.

The number of conduits per roof penetration is to be limited to the roof manufacturer's recommendations.

Restaurant Tenants:

All roof-top equipment which with a kitchen exhaust fan must be coordinated for exact locations on the roof with Landlord prior to any work. All exhaust must be provided with grease guards, as approved by the roof manufacturer and installer to preserve the roof warranty.

Sprinkler:

Modifications to the sprinkler system are to be completed by Landlord's fire sprinkler contractor at Tenant's expense (See page 69). Certification of same will be required. \$300 drain down fee per drain per occurrence.

Tenant is responsible for having a sprinkler system modified within their premises as required by code. DESIGN DRAWINGS MUST BE SUBMITTED TO THE LOCAL FIRE DEPARTMENT JURISDICTION FOR REVIEW AND APPROVAL. Evidence of such review and approval is to be submitted to Landlord prior to system installation.

Tenant's Contractor is required to notify Landlord's General Manager at least 24 hours prior to any fire sprinkler work. The sprinkler systems are monitored and will need to be put on "test" mode for the duration of Tenant's Contractor's work. Any charges associated with false alarms will be charged back to the Tenant.

All fire alarm testing or any work that affects the malls fire alarm system an only be done after 12:00 am and must be completed by 8:00

The system must be recharged and operational at the end of the work day.

All tenant spaces must install a tamper and flow.

Slab:

All slab penetrations are to be saw-cut the full depth of slab thickness and all trenches are to be hand dug.

Trenches are to be back filled with clean fill and compacted per shell specification.

Under Slab Vapor Barrier Membrane is 10 Mils thick as manufactured by Stego Industries LLC. All under slab penetrations shall be repaired and replaced with the same product and according to the manufacturer's written instructions for penetrations/repair. A continuous Vapor Barrier Membrane must be maintained.

The pour back is to be reinforced and doweled into the existing slab in accordance with structural engineers' recommendations.

Structural / Wall Penetrations:

All exterior wall penetrations must be approved by Tenant Coordinator prior to execution.

Contact Tenant Coordinator for standard details on how exterior penetrations are to be executed.

Close-Out:

Tenant and/or Tenant's Contractor will be responsible for scheduling a walk-through of the leased premises with the Tenant Coordinator at the completion of the job. Request for such meeting should be made no less than one week in advance of desired inspection date. Access to the roof will need to be provided at the time of inspection. It is recommended that the walk-through be scheduled close to the date Tenant conducts its final punch list inspection. (See Exhibit D for punch list form).

Tenant's Contractor will be required to send a written request for the refund of their construction deposit. The deposit will be refunded once the Landlord punch list items from the walkthrough have been completed. Deductions will be taken from the deposit for any damage that may have occurred during the course of construction that the Landlord subsequently repaired or will repair.

The following close-out documents must be submitted and conditions met at the completion of construction in order for the Landlord to fund Tenant's Tenant Improvement Allowance. Should a conflict exist between the terms of the Tenant's Lease and the following requirements, the terms of the Lease will prevail.

- Certificate of Occupancy (issued by the City of Corpus Christi)
- Notarized affidavit executed by Tenant stating that all work and materials performed or used in connection with the improvements have been paid for by Tenant and all Tenant subcontractors and the date such improvements were completed.
- True and correct original and unconditional Final Lien Waiver and Release of Claim from General Contractor. (Exhibit C)
- Evidence of all costs of construction of the improvements in the form of a contract with Tenant's General Contractor or other contractors utilized in the completion of the improvements. The contract should include a schedule of values that indicates how the contract is broken out by divisions of work.
- Certificate from Landlord's roofing contractor for all roof work performed. (if applicable)
- HVAC warranties and service manuals. The warranty information must reflect number of units, tonnage and the serial

numbers of the equipment installed (if applicable.)

- o Contractor's warranty of work
- The manufacturer's equipment warranty
- $\circ \quad CO_2 \, / \, outdoor \, air \, measurement$
- The operating and service manuals
- Tenant's executed Estoppel Letter (contact mall General Manager).
- Tenant's Certificate of Insurance complying with requirements set forth in lease.
- Completion of Form W-9 (See Exhibit F).
- Two discs of Record Drawings in electronic format (PDF).
- Proof the Tenant has completed and passed TAS inspection with no violations (See Exhibit E)
- Tenant's written request for the Improvement Allowance.
- Completion of all improvements to Landlord's satisfaction, which includes completion of Landlord's punch list.
- Tenant's commencement of business in the demised premises and payment of first month's rent.
- All material safety data sheets

Landlord reserves the right, upon written notice to Tenant, to rescind, alter or waive any rule or regulation at any time, or to establish additional rules and regulations.

Exhibits

Exhibits provided separately by La Palmera to Tenant:

- Exhibit A: Contractor Insurance Requirements
- Exhibit B: Relinquishment of Lien Rights

- Exhibit C: Original and Unconditional Final Lien Waiver and Release of Claim
- Exhibit D: Punch List Form
- Exhibit E: TDLR/TAS Registration Forms and Fees
- Exhibit F: W-9 Form
- Exhibit G: Standard Details

Project Directory

Tenant Services

Brynne Pennington Tenant Services Project Manager Trademark Property Company 1701 River Run Suite 500 Fort Worth, Texas 76107 871.639.2705 phone bpennington@trademarkproperty.com

Responsibilities:

- Plan Review
- Sign Review
- Pre-construction Meetings
- Punch list Walk Through
- Shell Building Project Management
- Contractor pre-construction check-in

Kimberly Sykora Tenant Services Coordinator Trademark Property Company 1701 River Run, Suite 500 Fort Worth, TX 76107 817-810-5306 phone

ksykora@trademarkproperty.com

Responsibilities:

• Contractor's construction deposit submission and refund

- Insurance approval
- •Tenant Improvement allowance processing

Mall Office

Mall Hours:

- Monday Saturday: 10am 9pm
- Sunday: 11am 7pm (361) 991-3755

Amanda Sanchez Operations Manager – La Palmera Mall 5488 South Padre Island Drive Corpus Christi, TX 78411 (361) 986-7911 office asanchez@trademarkproperty.com

Required Subcontractors:

Roofing: Sechrist Hall Dudley Bluhm 1020 Omaha Dr. Corpus Christi, TX 78408 (361) 884-5264 office (361) 883-3915 fax (361) 533-0674 mobile dudleybluhmsr@sechristhall.com

Roofing: For all work in newly renovated areas Port Enterprises (361) 289-2944 office

Fire Alarm (Required): Protection Systems Simplex Grinnell 4455 South Padre Island Dr Corpus Christi, TX 78411 (361) 289-6174 office (361) 289-6458 fax

Texas Department of Licensing Texas Accessibility Plan Review and Inspection (Required): Johnson – Kelley Associates, Inc. Jeff Kelley 701 E Plano Parkway, Suite 409 Plano, TX 75074 (972)422-5394 office) (972) 422-5654 fax jlkelley@johnsonkelley.com Water Submeters: Contact Mall Office

Jurisdictional Contacts:

City of Corpus Christi 1201 Leopard St Corpus Christi, TX 78401 www.cctexas.com

Julio Dimas Project Manager City of Corpus Christi Development Services 2406 Leopard St. 78408 (361) 826-3240 office (361) 826-4375 fax

Chief Building Official: Mr. Joe Elliot (361) 826-3259

Permit Submittal Information: Ms. Sylvia Carrillo-Arispe (361) 826-3078

Fire Chief: Mr. Richard Hooks (361) 826-3932

Health Department: Ms. Annette Rodriguez (361) 826-7205

Cable & Telephone: Contact Mall Office

Utility Contacts:

Electric:

As part of the LEED certification initiative, the Landlord will be negotiating a contract with a renewable energy provider. The rate that Landlord negotiates will be available to all Tenants who will be encouraged (but not required) to utilize Landlord's selected vendor.

Gas:

Only Restaurant / Food Service Tenants needing gas for their cooking equipment will be provided gas service; all other Tenants must design using all electric.

City of Corpus Christi Keith Rodriguez 361.885.6915

Water:

Applicable for single-Tenant buildings only; Tenant's in multi-Tenant buildings will be required to provide a water sub meter and Landlord will carry the master meter for the building, refer to Utilities section.

City of Corpus Christi Water Department Arnold Longoria 361.826.1859

EXHIBIT A



CONTRACTOR INSURANCE REQUIREMENTS LA PALMERA MALL CORPUS CHRISTI, TEXAS

All Contractors shall:

- Carry the insurance listed below with insurance companies acceptable to Landlord; and
- Furnish Certificates of Insurance to Landlord evidencing required coverages and listing all required additional insureds at least ten (10) business days prior to entry in the Shopping Center, and Renewal Certificates at least thirty (30) days prior to the expiration dates of Certificates previously furnished.

Certificates of Insurance must provide for at least thirty (30) days prior written notice of cancellation or material change (or at least 10 days for non-payment of premium) to Corpus Christi Retail Venture, LP c/o Trademark Property Company, 1701 River Run, Suite 500, Fort Worth, Texas 76107, Attention: Kimberly Sykora

1. <u>**Rating.**</u> Certificates of Insurance will be accepted only from insurance companies authorized to do business in the state in which the Shopping Center is located and having an "A X" rating or better per A.M. Best Company's insurance reports.

2. <u>Type of Insurance Coverage.</u>

Builder's Risk or Installation Floater. Contractor shall provide "All Risk" or "special form" Builder's Risk insurance or Installation Floater in *an amount equal to the replacement cost of the improvements to be built by the Contractor*, insuring against all risks of direct physical loss or damage to materials, equipment, machinery and other property incorporated in the job. Builder's Risk insurance or Installation Floater will not provide coverage for tools, equipment or other items which Contractor uses in connection with the Work and which are not incorporated into or intended to become permanent part of the Work. Contractor shall waive its right of subrogation against Landlord, Landlord Entities and Landlord Mortgagees for damage caused by fire or other perils, covered by the "all risk" or "special form" policy. Landlord is to be named a loss

payee or a named insured on the policy. Deductibles on the policy shall be paid by Tenant and/or Contractor.

Worker's Compensation. Statutory workers compensation insurance covering full liability under applicable Worker's Compensation laws at the required statutory limits.

Employer's Liability. Employers' liability insurance with the following minimum limits of liability:

\$1,000,000	Bodily Injury by Accident, Per Accident
\$1,000,000	Bodily Injury by Disease, Policy Limit
\$1,000,000	Bodily Injury by Disease, Per Employee

<u>Commercial General Liability</u>. This insurance policy must:

- a. Be written on a standard liability policy form (known as commercial general liability) **<u>but without</u>** exclusionary endorsements that may delete coverage for products / completed operations, personal and advertising injury, blanket contractual, fire, legal liability, or medical payments. Also, no exclusions pertaining to demolition, excavating, collapse, underground work and blasting. Completed operations coverage is to be continued for 10 years for property damage after acceptance of work under contract.
- b. Be endorsed to provide that:
 - Aggregate limits, if any, apply separately to each of the insured's jobs or projects away from premises owned by or rented to the insured;
 - The insurance is primary and non-contributory to any insurance available to Landlord and the other additional insureds; and
 - Include the following minimum limits:

\$1,000,000	Per Occurrence
\$2,000,000	Products/Completed Operations
\$2,000,000	General Aggregate
\$1,000,000	Personal & Advertising Injury

<u>Automobile Liability</u>. Automobile liability insurance against bodily injury, including death resulting therefrom, and property damage, covering owned, non-owned, leased and hired motor vehicles used by or on behalf of contractor at, upon, or away from the Shopping Center with the following minimum limits:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Per Accident <u>"All risk" or "special form" replacement cost property insurance on materials,</u> supplies, equipment, apparatus and any other property of the contractor located, used or stored at the Shopping Center.

Umbrella or Excess General, Auto & Employers' Liability.

\$5,000,000 Per Occurrence, coverage is to be on a following form basis.

Professional Liability (Errors and Omissions Liability). (For consultants only)

\$2,000,000 Per Occurrence

- 3. <u>General Requirements.</u> All policies enumerated above must be:
 - Written on an occurrence basis and not on a claims-made basis (except Professional Liability Policy);
 - Endorsed to name as additional insureds Landlord, Landlord Entities, Landlord's Mortgagees, Landlord's construction manager and their respective officers, directors, employees, agents, partners and assigns; (excludes Worker's Compensation/Employer's Liability Coverage & Professional Liability Policy)
 - Endorsed to waive or permit an express waiver of any rights of subrogation in favor of Landlord, Landlord Entities, Landlord's Mortgagees, Landlord's construction manager and their respective officers, directors, employees, agents, partners and assigns;
 - Primary and non-contributing with, and not in excess of, any other insurance available to Tenant, Landlord, and Construction Manager (or any other entity named as an additional insured); and
 - Include a cross liability or severability of interests clause (excludes workers' compensation/employer's liability).
- 4. <u>Special Conditions.</u> The above policies (except workers' compensation and employer's liability) must:
 - be further endorsed to name the following entities ("Landlord Entities") as additional insureds:
 - Corpus Christi Retail Venture LP
 - IMI South Texas LLC
 - Trademark Padre, LP
 - Institutional Mall Investors LLC
 - Trademark Property Company
 - TP Genpar, LLC

- Miller Capital Advisory, Inc.
- California Public Employees' Retirement System (CalPERS)
- MCA Mall Investors LLC
- Trademark Management, LTD.
- Landlords Mortgagee
- 5. <u>Notice of Accident</u>. Contractor shall immediately provide written notice to Contractor's Insurer or Insurance Agent of all accidents resulting in injury to persons or property occurring on or near the Project. In the event of death or serious bodily injury to others, or damage to Owner's property, Contractor shall report full particulars, by telephone, within 24 hours of the occurrence. Copies of all accident reports should be directed to:

Corpus Christi Retail Venture LP 1701 River Run, Suite 500 Fort Worth, Texas 76107 Attn: Weston Graves 817-810-5319 phone

EXHIBIT B

RELINQUISHMENT OF LIEN RIGHTS

STATE OF TEXAS	§
	§
COUNTY OF	Ş

The undersigned, by written agreement dated _______, 20____ has contracted with _______ ("Tenant") to furnish certain labor and materials (the "Work") on the Tenant's leasehold estate in certain improvements located on the real property described in Tenant's lease (the "Property"), which Property is owned by **Corpus Christi Retail Venture, L.P.** ("Owner").

The undersigned, in performing such Work, acknowledges that it has entered into a contract with Tenant for the performance thereof, and acknowledges that any lien rights it may have arising out of performing such work, including, but not limited to, mechanics' and materialmens' liens, whether arising under statutory or constitutional law, shall attach to and affect only the Tenant's leasehold estate, and in no event shall the undersigned have any such lien rights in, to or with respect to, the fee title to the Property. This does not affect the undersigned's lien rights with respect to the improvements constructed thereon, provided that such rights do no encumber, impact or otherwise affect Owner's title in and to the Property. This Relinquishment of Lien is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

20by		, on behalf of said
This instrument was ac	knowled	ged before me on,
COUNTY OF	§	
STATE OF TEXAS	§ §	
		Title:
		Name:(Printed Name)
		By:
		(Name of Company)
Executed as of		, 20

Notary Public, State of Texas

EXHIBIT C

CONTRACTOR FINAL WAIVER AND RELEASE OF LIEN

(Submitted with final application for payment)

OWNER:

CONTRACTOR:

PROPERTY:

PROJECT:

Contract Sum:	\$
Total Amount Previously Paid:	\$
Final Payment Amount:	\$
Application for Payment #	

In consideration of all past payments received from the Owner in connection with the Project and the Final Payment, the undersigned acknowledges and agrees that it has received full and final payment of all sums due, including all sums due under its Contract with Owner, for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project. The undersigned hereby does release, discharge, relinquish and waive any and all claims, suits, liens, and rights whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment furnished in connection with the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

This document is to take effect as a sealed instrument.

Signed under the penalties of perjury as of this _____ day of _____, 20__.

CONTRACTOR:

Signature of Authorized Individual

Printed Name and Title of Above Individual

Subscribed and sworn to before me this	day of, 20
Notary's Stamp	Notary's Signature

SUBCONTRACTOR FINAL WAIVER AND RELEASE OF LIEN

(Submitted with Contractor's final application for payment)

OWNER:

CONTRACTOR:

PROPERTY:

PROJECT:

SUBCONTRACTOR AND/OR SUPPLIE	R:	
Subcontract Amount:	\$	
Total Amount Previously Paid:	\$	
Final Payment Amount:	\$	

In consideration of all past payments and the Final Payment received from the Contractor in connection with the Project, the undersigned acknowledges that it has received full payment of all amounts due, including all amounts due under its Subcontract, for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project. The undersigned hereby does release, discharge, relinquish and waive any and all claims, suits, liens, and rights whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment furnished in connection with the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

This document is to take effect as a sealed instrument.

Signed under the penalties of perjury as of this _____ day of _____, 20__.

Name of Subcontractor/Supplier

Signature of Authorized Individual

Subscribed and sworn to before me this	day of, 20
Notary's Stamp	Notary's Signature

EXHIBIT D

LA PALMERA MALL Tenant Finish-Out Final Walk Through Punch List

Tenant:	Date:
In Attendance:	
-	
EXTERIOR/ST	OREFRONT
Suite Nu	mber - white vinyl or better, height per code / no "home depot" numbers
Storefrom	nt
I	nstalled per approved plan
	Vorkmanship
	EIFS transition
	Threshold installed / sealed
	Grade beam floated - as required
S	pandrel Glass - installed / color as approved
Signage	
I	nstalled per approved plan
E	Building damage - as a result of sign install
	Awning / Canopy condition - clean of dust / no debris
(Other signage - unapproved / below standard
Sidewalk	c condition - clean / no curb damage
INTERIOR	
Demisin	g wall work
(Condition @ vacancy - insulated / rocked
Fire sprin	nkler
F	Fire department test - accessible (if applicable)
Staging a	area and/or neighboring vacancies broom clean

EXTERIOR REAR

Dumpster removed Tilt wall/rear wall penetrations Approved Properly Sealed **EIFS** condition Painted to match adjacent surfaces - as applicable New service door Painted to match adjacent surfaces **EIFS** transition Threshold installed / sealed Perimeter properly sealed Roof Chairs under gas or condensate piping RTU's properly supported off of roof RTU's in mechanical zone RTU's properly labeled with suite number Condensate drain line installed and run to approved location Debris picked up Sign conduit penetrations - verify none are through the flashing Pitch pans filled/boots sealed Improper installations - penetrations in RTU curb or flashing, satellite instal

Alley/service area broom clean

UTILITIES

Electricity

- Equipment location as approved
- Equipment labeled with Suite number
- Disconnected from house power
- Equipment / piping painted building color

Gas Meter location as approved Piping installation as approved Equipment / piping pointed building color

Equipment / piping painted building color

Water

Submeter installed as approved

Submeter operating

Location

(Relay location to Property Management after inspection)

OTHER

LANDLORD REQUIRED SUBMITTALS FOR TENANT ALLOWANCE RELEASE:

- Fire Inspection Report
- Notarized Tenant Affidavit
- Unconditional General Contractor Lien Waiver
- Evidence of all costs for construction including a verifiable breakdown for labor, other costs and fees
- Certificate from Landlord's roofing contractor
- HVAC warranties and service manuals
- Tenant's executed Estoppel Letter
- Tenant's certificate of insurance
- Completed W-9
- Two sets of record drawings (1 set of print and 1 set on CD-ROM)
- Certification by Tenant that Tenant has applied with the TDLR for required inspections
- Payment by Tenant of the first month's Minimum Rent

EXHIBIT E

TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157, Austin, Texas 78711 (512) 463-6599 • (800) 803-9202 • FAX (512) 475-2871 <u>customer.service@license.state.tx.us</u> • <u>www.license.state.tx.us</u>

IMPORTANT INSTRUCTIONS - PLEASE READ BEFORE BEGINNING This is only the REGISTRATION of the construction project. The building/facility owner is responsible for ensuring that the Project Registration Form, construction documents, and applicable fees are mailed, shipped, or hand delivered to TDLR or a Registered Accessibility Specialist (RAS) for the required review and inspection of the project. **Please print or type.** For Department Use Only

EABPRJ

ARCHITECTURAL BARRIERS PROJECT REGISTRATION FORM

The required plan review will be performed by: (Check One) 🔛 TDLR 🛄 RAS (Name/Lic #):						
	PERSON REGI	STERING PROJECT				
1.Name				RAS # (if applicable)		
2.Address		City	State	Zip		
3. Phone	**Email					
	PR	OJECT				
4. Project Name	<u> </u>					
5. Building or Facility Name						
6.Address		City	Zip	County		
	TENANT (if	ther than owner)	<u> </u>	<u> </u>		
7. Tenant Contact Name			Phone			
BUILDING OR FAC		person or entity that holds title	e to property)			
8. Name			Phone ()			
9. Address		City	State	Zip		
10. Owner Contact Name			1	I		
11. Address		City	State	Zip		
12. Phone	**Email		1	I		
	DES	IGN FIRM				
13. Name			Phone			
14. Address		City	State	Zip		
15. Designer Name		**Email	1	I		
16. Type of License: (Check One) Architect		ngineer Dther (includes not licensed)	License Number (if applicable)			
		DESCRIPTION	<u>L</u>			
17. Start Date (MM/YY): 18. Co	mpletion Date (N	1M/YY) [.]	19. Estimated Co	ost \$		
20. Type of Work: (Check One) New Construction Renovation/Alterations Additions to Existing Building Historic Preservation						
21. Type of Funds: (Check One) Public Funds, public land, or is a state lease 22. State Lease No. (if applicable) Privately funded, on private land for private use Privately funded, on private land for private use 22. State Lease No. (if applicable)						
 23. Does this building(s) have more than one level? 24. Are there any elevators, escalators, or platform lifts in this building? 25. Does this building(s) have any boilers? 			(Check One) ☐ Yes ☐ No (Check One) ☐ Yes ☐ No (Check One) ☐ Yes ☐ No			
26. Scope of Work:						
 to be informed al to receive and re 	pout the information that t view the information, und	s form with the Texas Department of Licensi he Dept. collects about the individual, upon er Sections 552.021 and 552.023 of the Tex the individual that is incorrect under Section	their request and subject to as Govt. Code; and	a few exceptions;		

The Department will add your address to the Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp **EFFECTIVE SINCE JUNE 2009



FEE SCHEDULE

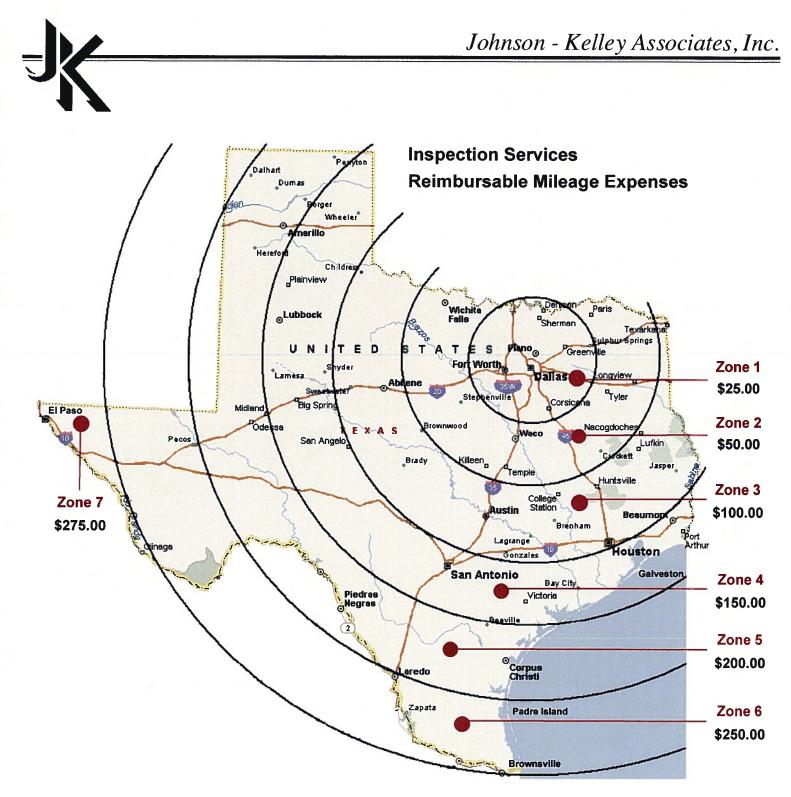
The Texas Department of Licensing and Regulation (T.D.L.R.) has licensed us to perform plan review and inspection services as allowed by Subchapter E, of the Elimination of Architectural Barriers, Government Code 469, (Effective September 1, 2005). Our State Licenses authorize us to review your firm's construction projects covering all building types, both publicly and privately owned, for compliance with the Texas Accessibility Standards (TAS) under the Texas Architectural Barriers Act - Article 9102, Texas Civil Statutes.

- I. Fast review time: standard rate fees -10 working days maximum response time, often less.
- II. T.D.L.R. regulations require us to maintain the Official State Project File. Our costs associated with file maintenance under the Texas State Open Records Act and T.D.L.R. project update reporting is also included in our fees.
- III. 24 Hour and two-three(2-3) day plan review turnaround times are available upon request. Please call first to verify scheduling.

			24	2-3	Standard		Inspection	(plus inspection travel
Project Cost			Hour	Day	10 Day	add	Fee	fee - see Zone fees on map)
0	to	200,000	550	375	300		350	on map)
200,001	to	500,000	650	425	375		375	
500,001	to	1,000,000	850	500	400		400	
1,000,001	to	3,000,000	950	550	450		450	
3,000,001	to	5,000,000	1,050	650	525		525	
5,000,001	to	7,000,000	1,250	750	600		600	
7,000,001	to	10,000,000	1,350	850	650		650	
10,000,001	to	15,000,000	1,450	950	700		700	
15,000,001	to	25,000,000	unavailable	1,600	850		850	
25,000,001	to	50,000,000	unavailable	1,900	1,100		1,100	
50,000,001	to	75,000,000	unavailable	2,200	1,500		1,500	
75,000,001	+	Contact JKA for negotiated fee	unavailable					
Preliminary R	Review		300	250	Includes a verbal	report / pho	ne discussion of pro	oblems noted on
							wo/three days of rec	
Fee Calcula	ition:	PI	an Review	\$0.00				
		In	spection Fee	\$0.00				
		Tr	avel Fee	\$0.00	< (see ma	p for zon	e amount)	
		Su	ıb-total			. >	\$0.00	
Less 10% Discount for Plan Review & Inspection \$0.00 Discount applies only with payment of Plan Review, Inspection & Travel fee at time of submission								
			S	Sub-total.			>	\$0.00
		Pl	us State Filing Fee -	if JKA is R	egistering pro	ject with	T.D.L.R.	\$175.00 **
Total Fee -	make d	check payable t	o Johnson-Kelley	Associate	s, Inc. (Tax	D # 75-2	2952695)	\$175.00

** Please Note: If you have registered your project and paid the \$175.00 State Filing Fee to T.D.L.R. <u>enter \$0</u> here to calculate the correct fee.

660 N Central Expwy, Suite 640 Plano, Texas 75074 972-422-5384 972-4225654



Reinspection

If reinspection of the project is requested, the above Reimbursable expenses will be charged plus an on site hourly fee of \$125.00 with a maximum not to exceed the original inspection fee.

Please feel free to call to discuss situations that my be beyond the scope indicated above.

Thanks in advance for the opportunity to work with your firm's efforts in complying with the requirements of the State of Texas Architectural Barriers Act.

THE REVIEW OF DOCUMENTS AS CONTRACT DOCUMENTS AND FIELD INSPECTIONS BY THESE REGISTERED ACCESSIBILITY SPECIALISTS FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, AUSTIN, TEXAS, IS BASED ON A BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTIONS AND CERTIFICATION BY BOTH ICC AND T.D.L.R. PLAN REVIEW AND INSPECTION IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS. THE BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, ENGINEERS, AND CLIENT FOR WHOM THE REVIEW OR INSPECTION IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE ACCESSIBILITY SPECIALIST, HIS FIRM AND THE TEXAS DEPARTMENT OF LICENSING AND REGULATION FROM AND AGAINST AND LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK.

EXHIBIT F

Name (as shown on your income tax return)

e				
page	Business name, if different from above			
Print or type c Instructions on p	Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Other (see instructions) ▶ Address (number, street, and apt. or suite no.) Requester's name and address		Exempt payee ddress (optional)	
Specifi	City, state, and ZIP code			
ees Part	List account number(s) here (optional) Taxpayer Identification Number (TIN)			

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Here	U.S. person 🕨	Date 🕨	
Sign	Signature of		
Cian			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

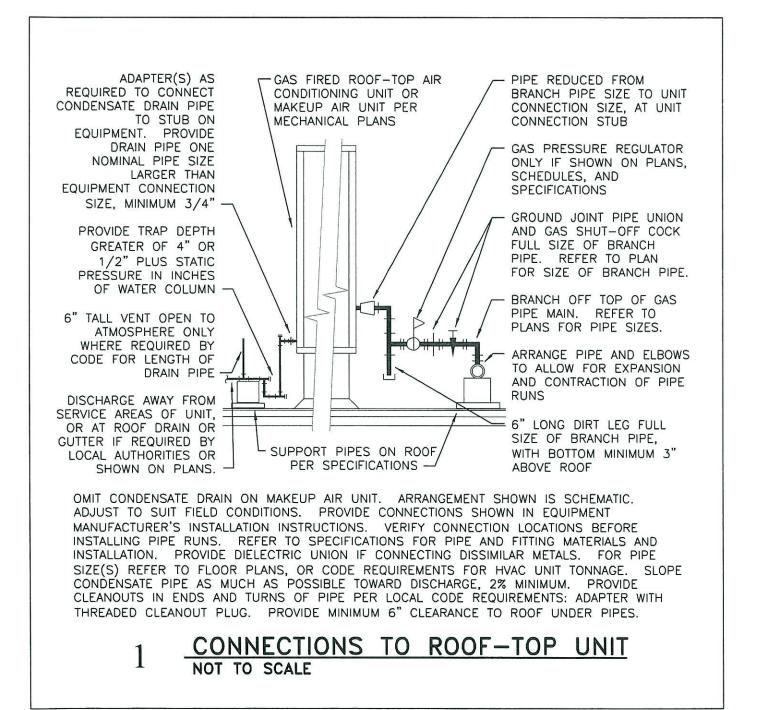
• A domestic trust (as defined in Regulations section 301.7701-7).

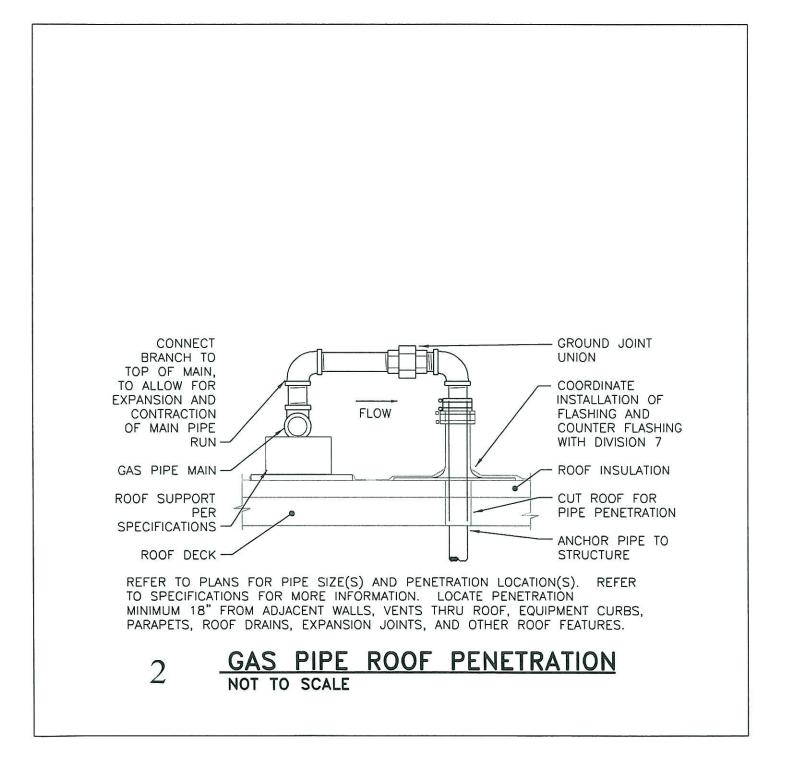
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

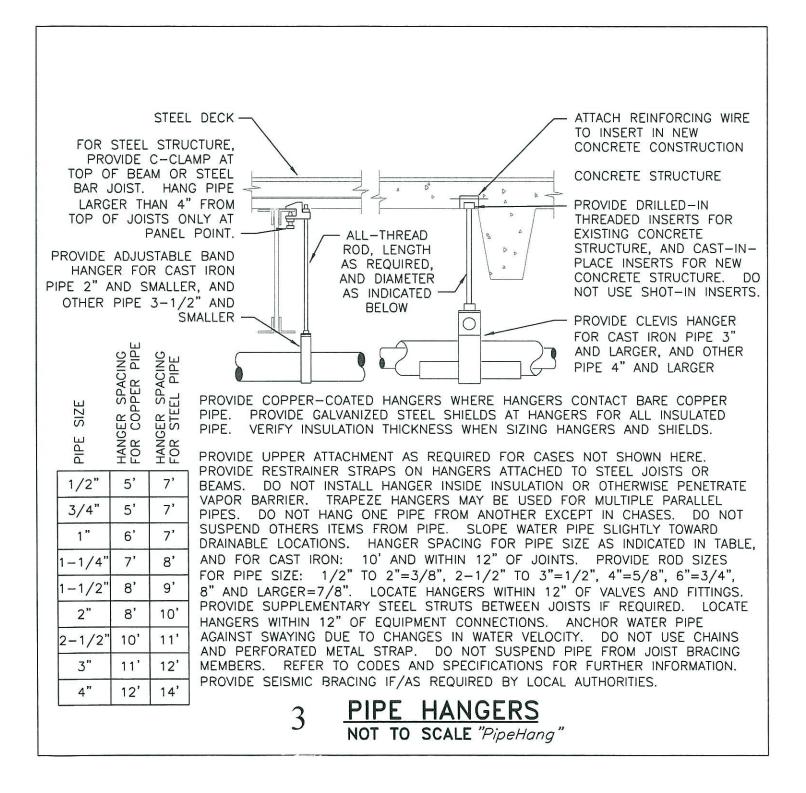
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

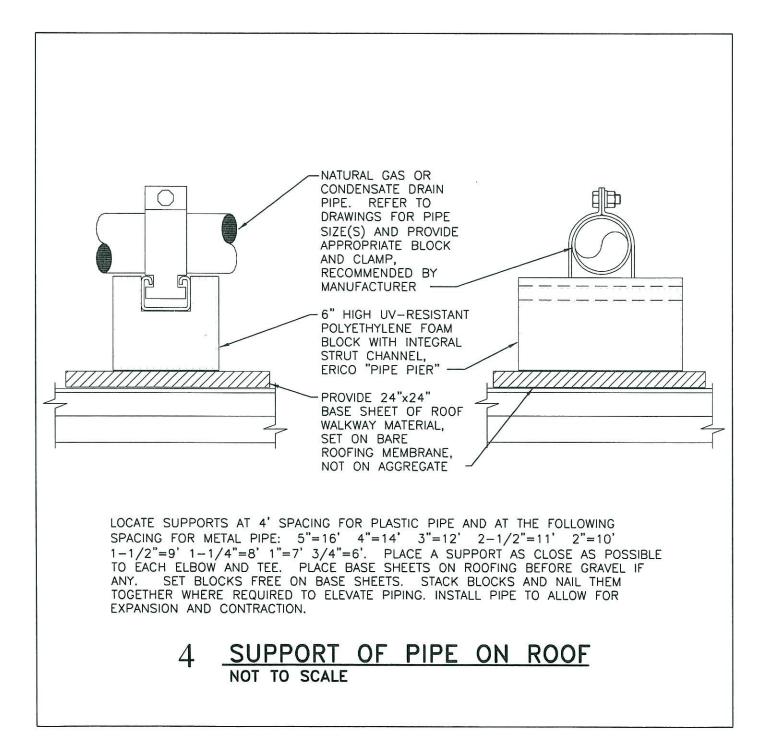
• The U.S. owner of a disregarded entity and not the entity,

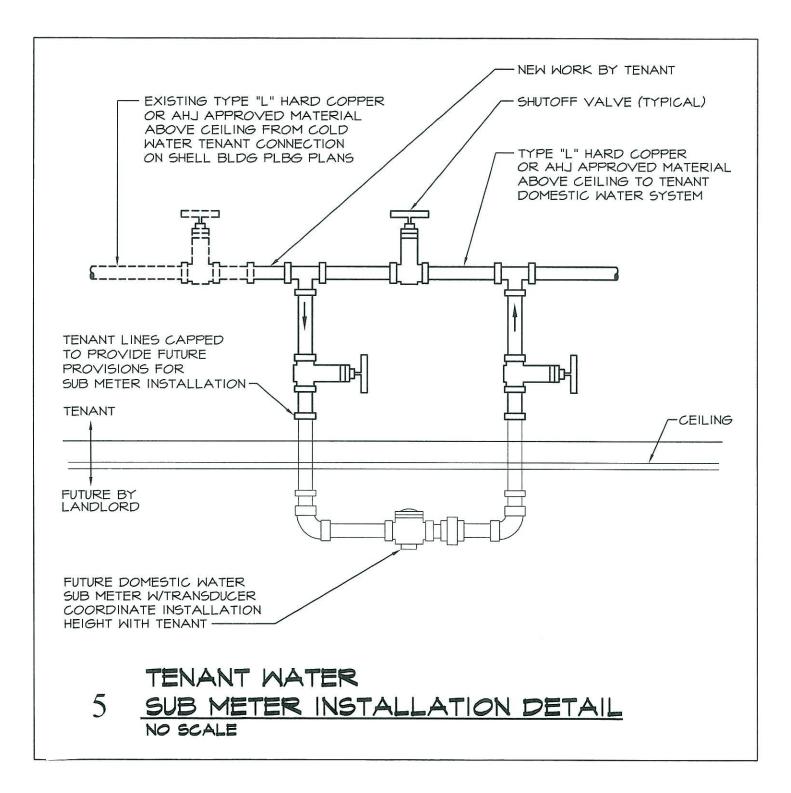
EXHIBIT G



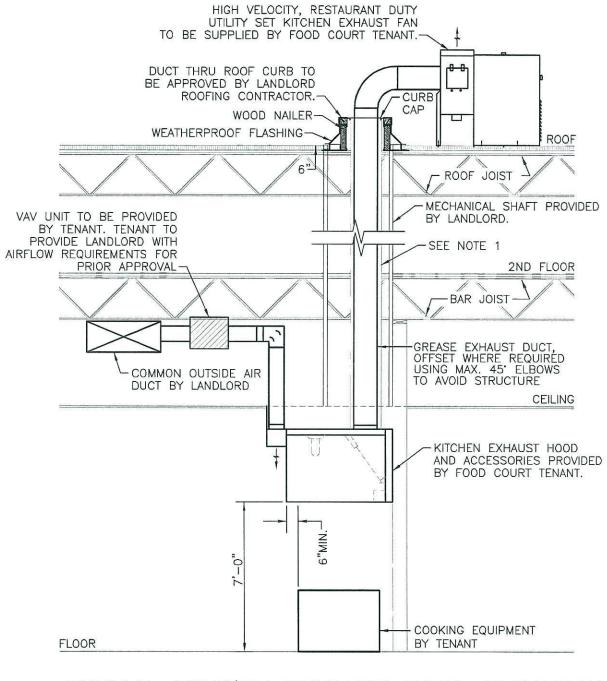








FOOD COURT TENTANTS ONLY



6 TYPICAL KITCHEN EXHAUST HOOD ELEVATION NO SCALE

NOTE 1: TENANT CONTRACTOR HAS OPTION TO PROVIDE FIRE RATED DUCT WRAP OR NON COMBUSTIBLE, FIRE RATED DUCT SHAFT. GREASE DUCT SHALL BE MINIMUM 2-HR RATED ASSEMBLY WITHIN TENANT SPACE AND DUCT SHAFT PROVIDED BY LANDLORD.

