

Tenant Manual



THE SHOPS AT OLD ORCHARD

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I. INTRODUCTION

The Tenant Manual is a complete guide for Tenant's Work and Landlord's Vanilla Box construction, and the following shall be applicable throughout:

1. Landlord approvals must be obtained in writing.
2. Tenant's Work (as well as any other work performed by Tenant which is governed by the Tenant Manual) will be performed at Tenant's sole cost and expense, unless otherwise approved by Landlord.
3. All work covered in the Tenant Manual shall be governed by the specifications for design, construction and finish set forth herein, performed in accordance with all applicable federal, state and local laws (including, without limitation, building codes, ordinances and American Disability Act), and performed in a professional and workmanlike manner.
4. Approval and/or comments by Landlord (and/or its agents) with respect to any and all aspects of all work covered in the Tenant Manual shall not modify the terms of the Lease or affect Tenant's obligation to comply with all applicable laws.
5. Approval of Tenant's drawings and specifications shall not constitute the assumption of any responsibility or liability by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.
6. Any deviation from the requirements set forth in the Tenant Manual must be approved by Landlord. Tenant's Work which deviates from the requirements set forth in the Tenant Manual without such approval shall, at Landlord's option, be removed and the leased premises fully restored to its pre-existing condition at Tenant's sole cost and expense.
7. Landlord's work that depends on Tenant-supplied work, information or materials, will not be required to be completed as a condition of delivery of the leased premises to Tenant where Tenant fails to provide such information, work or materials on a mutually agreed upon schedule.
8. Tenant will provide to Landlord a copy of the Certificate of Occupancy issued by the City in order to open for business per Section 2.23 of this manual.

The terms Landlord, Tenant, Tenant's Work and Shopping Center shall have the meaning such terms are given to each in the Lease.

II. SHOPPING CENTER CONTACT LIST

We are pleased to have you as a Tenant in the Shopping Center

Following is a list of your contacts for the Landlord, local utility companies, required Landlord contractors and Emergency Service.

If you have any questions or require assistance, please do not hesitate to call the corporate telephone number listed below and ask for the appropriate department.

We look forward to your opening and wish you much success!

The Staff of Ramco Gershenson, Inc.

LANDLORD CONTACTS/DEPARTMENTS

Ramco-Gershenson, Inc.
31500 Northwestern Highway, Suite 300
Farmington Hills, MI 48334
Main Number: 248-350-9900
Toll Free: 800-225-6765

Tenant Coordination

Tenant works with this department prior to opening for business.
Contact Landlord for current required vendors contact information.

Property Management

Tenant contacts this department after opening for business for roofing, shopping center or building concerns.

Risk Management

Tenant provides annual insurance certificates to this department and notifies of any incidents on premises. See Section 4.0 of the Tenant Manual for Insurance Coverage Requirements. Additional insured's that must be listed are: Ramco-Gershenson, Inc. & Ramco-Gershenson Properties, LP

Lease Accounting

Rent invoices, CAM billings, payments, etc.

UTILITY & REQUIRED CONTRACTOR CONTACTS

Electric: Billed by Landlord. (Landlord owns primary equipment)

Gas: Consumer's Energy 800-477-5050

Water: Charter Township of West Bloomfield 248-451-4832

Dumpster: Tenant to provide.

Roofing Contractor: Lutz Roofing 586-739-1148

Fire Alarm: Contact Landlord

Fire Sprinkler: Viking Fire Protection 248-585-6770

Mailboxes (if applicable): Obtain key from local post office.

Emergency Contact: Police & Fire: 911

III. TENANT MANUAL

SECTION 1.0 - LANDLORD'S VANILLA BOX

The following criteria is only applicable when Landlord is delivering to tenant a Landlord's vanilla box as required per the Exhibit C of the executed lease, or if required by Landlord to reconstruct damaged premises.

SECTION 1.01 STRUCTURE

- a. Exterior canopy to be constructed of material selected by Landlord.
- b. Building structure to be a steel/concrete structure supported on interior steel columns and/or exterior masonry.
- c. Exterior walls to be consistent with Landlord's determination of the Shopping Center theme.
- d. Roofing shall be selected by Landlord and will be suitable for local conditions.

SECTION 1.02 STOREFRONT

- a. For the exterior storefront wall, Landlord to provide straight glazed vision panels in aluminum frames, with a single glazed aluminum door in an aluminum frame.
- b. Where applicable (as determined by Landlord) Landlord to supply hurricane shutters. Tenant responsible to store and deploy such shutters as needed and/or directed by the appropriate authorities.

SECTION 1.03 FLOOR

Concrete slab on grade made ready to accept finishes by others.

SECTION 1.04 WALLS AND PARTITIONS

- a. Typical interior demising walls shall include a minimum of 5/8 "gypsum board (or to meet applicable codes), carried full height from slab to underside of the roof deck. Landlord to provide 1 hour U.L. rated demising walls.
- b. Demising partition framing size to be determined by Landlord.
- c. Drywall to be taped, spackled, firesafed to the deck, sanded and ready for finish to 6" above ceiling.
- d. With exception of the rear wall, which shall remain exposed masonry, interior side of exterior masonry walls shall be finished with drywall to 6" above the grid ceiling height.

SECTION 1.05 CEILING

Landlord will provide a ceiling at one standard height consisting of 24" x 48" noncombustible acoustical tile panels in T-grid suspension of standard factory finish, color and texture throughout the leased premises. Costs associated with providing a ceiling other than Landlord's ceiling shall be borne by Tenant.

SECTION 1.06 REAR ENTRANCE

If applicable, Landlord will provide one hollow metal man door and frame, located per Landlord's drawings, complete with code required hardware.

SECTION 1.07 TOILET FACILITIES

- a. 1 or 2 heated and ventilated restrooms, as required by code, each containing 1 water closet, 1 wall mounted lavatory and standard handicap accessories.
- b. If required by code, hot water service by heater or point of use, per Landlord's design.

- c. Ceiling per Section 1.05 above or drywall, as determined by Landlord.
- d. If required by code, Landlord will provide 1 drinking fountain/water cooler and/or 1 service sink.

SECTION 1.08 UTILITIES

- a. Landlord shall make available to the leased premises a 3/4" water service lead and a 4" PVC sanitary sewer service line.
- b. Gas (if available) will be provided to the leased premises for the heating and cooling system.
- c. Landlord will arrange for telephone service up to the demarcation point of the building as determined by Landlord and shall provide standard service conduit to the leased premises. Tenant shall make all arrangements with the telephone company for service to and distribution within the leased premises.
- d. Request(s) by Tenant for additional water, sewer, or gas service will be reviewed by Landlord, and if approved, will be furnished and installed by Tenant, per Landlord requirements.
- e. All costs for modifications to utilities, including the cost of connecting to such utilities, meter charges, permits, tap fees, use and capital charges and any other charges in relation to Tenant's specific use of such utilities, will be charged to and paid for by Tenant.

SECTION 1.09 ELECTRICAL SERVICE

- a. Landlord will supply electrical service on the basis of 200 amps at 120/208 volts, subject to the limitations of the serving utility. The above-described service indicates total power available to the leased premises, including all lighting, electrical receptacles, and rooftop mechanical equipment. (If additional electrical power is desired by Tenant, see Section 2.12.)
- b. Landlord will furnish the main panel board and breakers.
- c. Landlord will provide standard 110 volt wall duplex convenience outlets or junction boxes not to exceed 1 for every 20 lineal feet of demising partition in the leased premises.
- d. One ground fault interceptor outlet will be installed in each toilet room.
- e. No floor outlets will be provided by Landlord.

SECTION 1.10 INTERIOR LIGHTING

Lighting will be installed in the leased premises based on 1 fixture per 100 square feet of leased premises.

SECTION 1.11 EMERGENCY AND EXIT LIGHTING

Emergency and exit lights will be installed as required by applicable code for Landlord installed work.

SECTION 1.12 SIGN CIRCUITING

Landlord shall provide wiring for one 20 amp, 120 volt circuit from Tenant's electrical panel to the backside of the fascia panel.

SECTION 1.13 MECHANICAL SYSTEM

- a. Landlord will provide a Landlord-designed individual (gas if available) rooftop heating and air conditioning system unit for each leased premises, 1 ton per 300-400 square feet depending on existing unit(s) size(s).
- b. Cooling will be provided based on net usable square footage, not exceeding 1 ton per 400 square feet of the interior square footage of the leased premises.

- c. Service provided will include main trunk, distribution, ductwork, grilles, diffusers, and thermostat.
- d. Basic duct distribution is to be predicated on an open space design.
- e. System shall incorporate return air plenum.

SECTION 1.14 FIRE PROTECTION

- a. If required by code, Landlord will provide a fire protection sprinkler system per (i) applicable laws and regulations, and (ii) the requirements of the insurance underwriter(s) insuring the leased premises.
- b. The distribution of the sprinkler system shall be designed for an open plan concept assuming no stock/sales or other partitions.
- c. Additional costs incurred as a result of any interior store partition(s), mezzanine areas, Tenant's specific use of the leased premises and/or Tenant's fixtures shall be paid for by Tenant.
- d. Monitoring panel and service is paid by Tenant.

SECTION 2.0 - TENANT'S WORK

SECTION 2.01 COMMENCEMENT OF TENANT'S WORK

Without limitation, Tenant's Work shall not commence until:

- a. Full execution of the Lease or an Early Start Agreement by both parties and written delivery of the leased premises by Landlord to Tenant;
- b. Tenant has received Landlord's written approval of Tenant's drawings and specifications;
- c. Tenant has obtained all required governmental approvals;
- d. Tenant has delivered to Landlord, the certificate(s) of insurance required by Tenant Manual, Lease and applicable laws;
- e. Tenant has submitted to Landlord the names, addresses and phone numbers of its licensed general contractor and all certificates evidencing the insurance required herein. A complete **list of subcontractors** and suppliers, their associated trade, contact and phone numbers. The general contractor and all subcontractors must be bondable and meet all state and local licensing and insurance requirements.
- f. Tenant and/or Tenant's contractor has obtained and posted in a prominent place within the leased premises a building permit and all other applicable permits, and provided Landlord with copy of same.
- g. Tenant has advised Landlord of the actual commencement date of construction, the estimated date of completion of Tenant's Work and date of projected opening. Tenant shall immediately notify Landlord of the actual date the leased premises are open for business.
- h. All of section 2.0 Tenant's Work is applicable for any remodel or renovation during term of the lease.

SECTION 2.02 LANDLORD'S REQUIRED CONTRACTORS

Tenant and/or Tenant's contractor must use Landlord's required contractor's i.e. roofer, fire protection system, etc. See page 4 for list of Required Contractors.

SECTION 2.03 FIELD CONDITIONS

Landlord will make available to Tenant and its contractor access to the leased premises so as to be able to perform field verification. It shall be Tenant's responsibility to field verify all existing conditions pertaining to the leased premises (including but not limited to underground electrical conduits and mechanical piping) prior to commencement of construction of the leased premises, and to reflect those conditions in the drawings and specifications submitted to Landlord for review. Any such field verification shall be scheduled with Landlord in advance.

SECTION 2.04 SUBMISSION OF DRAWINGS AND SPECIFICATIONS

- a. Within 45 days after the date of the Lease, Tenant shall submit drawings and specifications to Landlord showing all Tenant's Work. Tenant to provide CAD drawings of As-Builts to Landlord.
- b. Tenant's drawings and specifications required by Landlord shall be no less than basic drawings and specifications showing Tenant's Work and no greater than drawings and specifications required by the local building authority for the issuance of a building permit.
- c. If Tenant's Work requires submission of drawings and specifications for issuance of a permit by the local building authority, Tenant shall (i) submit such drawings and specifications to Landlord for review and approval prior to submission to the local building authority, and (ii) submit such drawings and specifications to the local building authority within 5 days of receipt of Landlord's approval of drawings and specifications, and thereafter pursue diligently the obtaining of said permit. Any addendums and/or bulletins must be submitted to Landlord for review and approval.
- d. If Tenant is performing work that requires sealed architectural drawings, Tenant shall retain an architect licensed to practice in the state in which the leased premises are located.

SECTION 2.05 LANDLORD'S REVIEW OF DRAWINGS AND SPECIFICATIONS

- a. Landlord shall review Tenant's drawings and specifications within 14 days of Landlord's receipt thereof and shall furnish Tenant with a copy of such drawings and specifications bearing Landlord's approval or disapproval with comments and/or required revisions.
- b. Should the drawings and specifications be returned to Tenant without Landlord's approval, such drawings and specifications shall be (i) revised by Tenant in accordance with Landlord's comments and/or required revisions and (ii) resubmitted within 14 days of receipt thereof to Landlord for review.
- c. Landlord shall not unreasonably withhold approval of Tenant's drawings and specifications, provided that such drawings and specifications conform to the requirements of this Tenant Manual, the Lease, and all applicable laws.

SECTION 2.06 LANDLORD'S COORDINATION AND ADMINISTRATION FEE

Tenant shall pay to Landlord a coordination and administrative service fee per the following schedule:

Floor Area of Leased Premises		Fee Amount
1 to 2,000	sq. ft.	\$1,000.00
2,001 to 5,000	sq. ft.	\$1,500.00
5,001 to 10,000	sq. ft.	\$2,000.00
10,001 and over	sq. ft.	\$2,500.00

SECTION 2.07 FLOORING

Tenant will provide finishes as approved by Landlord for floors in the leased premises.

SECTION 2.08 INTERIOR PARTITIONS

Partitions within the leased premises, including any stock/sales partition, will be provided by Tenant. Partitions installed by Tenant shall not penetrate lay-in ceiling installed by Landlord.

SECTION 2.09 CABINETS, SHELVING, COUNTERS, ETC.

Cabinets, shelving, etc., are to be furnished and installed by Tenant per Landlord approved drawings and specifications.

SECTION 2.10 INTERIOR FINISHES

All interior painting, decorating, storefront painting, paneling, wallpapering, etc., on walls and columns shall be approved by Landlord and furnished and installed by Tenant and shall be made with materials resistant to soil and wear.

SECTION 2.11 INDIVIDUALIZED STOREFRONT

- a. Materials, designs and color selections shall be subject to Landlord's approval.
- b. No portion of the storefront may protrude beyond the front line of the leased premises nor encroach in any manner onto the Shopping Center sidewalk.

SECTION 2.12 ADDITIONAL ELECTRICAL SERVICE

- a. Landlord shall permit Tenant to upgrade electrical service to the leased premises, subject to the following: (i) Tenant shall retain a licensed electrical engineer to prepare load calculations for Tenant's equipment use, which shall be reviewed and approved by Landlord's engineer prior to start of the upgrade; (ii) Tenant's engineer shall inspect the existing primary electrical service. Engineer shall provide a one-line diagram of the power on which shall be noted the additional service to be installed – verifying availability and capacity of transformer to accommodate Tenant's electrical needs; and (iii) The upgrade shall not draw more than 80% of available power.
- b. Tenant shall pay all costs associated with such upgrade. Additional outlets, "EXIT" signs, emergency lighting and lighting fixtures as required for Tenant's use will be furnished and installed by Tenant.

SECTION 2.13 ADDITIONAL PLUMBING

Where available, plumbing in excess of that provided by Landlord may be furnished, installed and connected by Tenant, subject to prior written approval by Landlord. If Tenant requires additional plumbing, Tenant shall pay for all costs thereof. If applicable, Tenant to install remote readers for water billing. Tenant must video scope and flush lines, providing a copy of invoice for Landlord's records.

SECTION 2.14 ADDED STRUCTURAL STEEL

- a. Any alterations and/or additions and reinforcements to Landlord's structures to accommodate Tenant's Work shall be accomplished by Tenant, subject to prior written approval by Landlord.
- b. Tenant's design for such work shall leave Landlord's structure at least as strong as the original design and with finishes unimpaired.
- c. Structural steel and miscellaneous iron shop drawings and specifications must be submitted by a licensed structural engineer for Landlord's written approval. Shop drawings shall include erection diagram(s) locating proposed new work, connections to existing structure, and all details of proposed new work.

SECTION 2.15 CHANGES TO THE FIRE PROTECTION SYSTEM (see Section 2.02)

- a. Tenant shall provide sprinkler drawings showing existing conditions with additions to and/or relocation of heads from the existing automatic fire protection sprinkler system for the leased premises clearly identified. Piping shall be arranged so that all areas within the new store layout are adequately covered. Contact Landlord for any applicable shut down fees.
- b. Tenant's fire protection sprinkler system must be compatible with Landlord's system.
- c. Tenant's fire protection sprinkler system (installed by a licensed contractor), fire hose cabinets, fire extinguishers, monitoring panel and other equipment within the leased premises shall satisfy the

requirements of the applicable insurance services office of the state in which the Shopping Center is located and Landlord's insurance underwriter.

SECTION 2.16 ODORS

If (all or any portion of) the leased premises are used for the operation of a business that emits noxious fumes (e.g., nail salon, cigar bar, etc.) a suitable ventilation/exhaust system shall be installed by Tenant, at its sole cost and expense, at sufficient locations throughout the space to remove all noxious odors. Tenant shall provide drawings and specifications for the ventilation/exhaust system for Landlord's prior written approval. Tenant's removal of noxious odors must not interfere in any way with other Shopping Center tenants.

SECTION 2.17 ROOF DECK (see Section 2.02)

- a. Cut and/or repair of all openings and flashing of the roofing shall be scheduled and performed by Landlord's contractor at Tenant's sole cost and expense.
- b. Nothing shall be attached directly into roof deck (i.e.: ceiling grid, lighting fixtures) without Landlord prior approval.

SECTION 2.18 SUPPORT OF EQUIPMENT

- a. Air conditioning equipment and food storage refrigeration compressors on the roof shall be located in an area approved by Landlord and shall be supported on approved prefabricated steel frame curbs connected to the roof purlins.
- b. No one purlin shall support more than 500 pounds. Supporting steel and reinforcing of the purlins shall be provided by Tenant in accordance with requirements established by Landlord (which shall be clearly noted on Tenant's drawings).
- c. Chandeliers may be supported from the roof purlins, but no one purlin shall support more than 500 pounds. Suspension other than from roof purlins shall not be permitted.
- d. Gas line supports to be installed per Landlord requirements.

SECTION 2.19 PAINTING OF EXPOSED ROOFTOP METAL

Exposed gas lines and rooftop steel supports, if any, are to be painted by Tenant per Landlord specifications local codes, and municipal specifications.

SECTION 2.20 HEIGHT OF EQUIPMENT

Height of equipment above the roof shall not exceed 60", including supports or as required per local codes or as required by Landlord. If screening is required, Tenant will provide at their expense.

SECTION 2.21 CABLE/SATELLITE INSTALLATION (subject to availability)

- a. Tenant shall have the right to install cable and/or satellite communications ("Communications System") to the interior of the leased premises only through Tenant's rooftop HVAC equipment, subject to Landlord's approval of Tenant's drawings and specifications, diagrams and specifications for such Communications System. In no event will new roof penetrations be approved.
- b. A rooftop Communications System shall be installed by means of a free standing padded frame, along with such cable(s) necessary for the operation of the Communications System.
- c. Unless Landlord approves otherwise, upon Tenant vacating the leased premises, Tenant shall promptly remove the Communications System and immediately thereafter repair any damage caused as a result of the installation and/or the removal of the Communications System at Tenant's expense.
- d. Tenant's general contractor must coordinate all installation work with Landlord's roofing vendor.

- e. Tenant shall provide to Landlord no less than 5 days' written notice prior to commencing work on the Communications System.

SECTION 2.22 ROOFTOP EQUIPMENT OPERATIONS

- a. Rooftop equipment which may discharge grease, fat, oil, or other contaminants, must be fitted by Tenant with collection features to prevent damage to the roof.
- b. Tenant shall obtain a maintenance agreement for upkeep of any grease containment system and will be responsible for any damage to Landlord's roof or voiding of any warranty due to any grease or exhaust grease.
- c. Tenant will provide to Landlord's property manager a copy of each regularly schedule maintenance upkeep within 10 days of completion of work.

SECTION 2.23 PERMITS, CERTIFICATE OF OCCUPANCY, METERS

- a. All required building and other permits and fees in connection with the construction and completion of Tenant's work shall be obtained and paid for by Tenant. Tenant shall provide Landlord with copies of all permits issued.
- b. Upon completion of Tenant's Work, Tenant shall provide Landlord with an unconditional Certificate of Occupancy or such other approval as is provided by the local governmental authority indicating that the leased premises have been approved to open to the public.
- c. Tenant shall apply for all utility meters if same are not already in place. Tenant will pay all charges in connection with gas and electrical meters.
- d. Tenant shall provide Landlord any new/added meter numbers.

SECTION 2.24 QUALITY STANDARDS

Tenant's Work shall be performed in a first-class manner by licensed contractors where applicable and shall be in good condition on the date of completion. Only new, high quality, first-class materials shall be used for the construction of the leased premises. Upon completion of Tenant's Work, all facilities shall be fully usable and without defects. All merchandising fixtures and furnishings shall be new, or refurbished to "like new" condition.

SECTION 2.25 GUARANTEES FOR WORKMANSHIP AND MATERIALS

- a. Tenant shall require all persons or entities performing Tenant's Work to guarantee the same to be free from any and all defects in workmanship and materials for 1 year from the date of completion of Tenant's Work.
- b. Tenant shall require such persons or entities to agree to replace or repair, without additional charge, Tenant's Work which shall become defective within 1 year after completion of Tenant's Work. The replacement or repair of such work shall include, without additional charge, all expenses for damages in connection with such removal, replacement or repair of any part of the work which may be damaged or disturbed thereby.
- c. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's Work shall be contained in the contract(s) relating thereto, and shall be so written that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and can be directly enforced by either.
- d. Tenant shall provide Landlord any assignment or other assurances which Landlord may require to effect the foregoing.

SECTION 3.0 - TENANT'S EXTERIOR SIGNAGE

SECTION 3.01 PROCEDURAL REQUIREMENTS

- a. No sign is to be fabricated or erected without Landlord's prior written approval of Tenant's drawings and specifications for Tenant's signage.
- b. Tenant shall submit drawings and specifications illustrating Tenant's proposed sign prepared by Tenant's sign contractor indicating full dimensions, letter style and type, face (color, material and thickness), returns (color, material and thickness), type of lighting, mounting hardware and transformer location, attachment details, electrical load and number of circuits required. Drawings and specifications are to include actual sign graphics on a scaled elevation of Tenant's storefront.
- c. Tenant shall provide to Landlord the name and address of the sign manufacturer and installer accompanied by a certificate of insurance (see Section 4.0 below regarding insurance).
- d. Tenant must secure a sign permit from the appropriate governmental agency.

SECTION 3.02 GENERAL REQUIREMENTS

- a. Each Tenant shall identify its premises by a single building fascia sign and, where applicable, an under canopy sign (see Section 3.11 regarding the under canopy sign).
- b. All building fascia signs shall be individually lettered and internally illuminated as provided for herein, unless otherwise approved by Landlord.
- c. Tenant shall provide a photo to Landlord of the completed sign once it is installed.
- d. Installed signs which do not meet the requirements of this Tenant Manual shall be removed, rebuilt and reinstalled by Tenant, at Tenant's expense.
- e. Rear door signage must match center's existing design.

SECTION 3.03 WORDING

Tenant's exterior signage shall include only the store name approved by Landlord. The use of corporate shields, crests, logos or insignia must be approved by Landlord. Store name is to match Tenant's d/b/a/ as shown in Lease.

SECTION 3.04 SIZE

- a. All signs and identifying marks shall be contained within the sign fascia area.
- b. Tenant's sign length shall not exceed the 2 lineal foot setback from each demising wall and/or violate local sign code restrictions.
- c. Individual letter and overall signage height must be proportionate to/with overall sign, its width and allowable sign fascia area. Maximum allowable height of letters is typically 36".
- d. Signs shall not project beyond the front face of the raceway by more than 5".

SECTION 3.05 CIRCUITING

- a. At Landlord's option, Tenant's sign(s) may be controlled by Landlord's time clock.
- b. Secondary wiring and transformers shall be housed in metal conduit concealed in the backside of the fascia. Tenant's contractor shall connect sign(s) to wiring provided at backside of fascia panel.
- c. No open wiring, exposed conduit, wire or junction boxes are permitted.
- d. No light leakage will be permitted on sides, back or front of letters.

SECTION 3.06 LETTERING

All sign letters are to be fabricated with Plexiglas faces. If vinyl lettering is used, it must be installed second surface to the Plexiglas and/or the sign manufacturer is to provide a 5 year warranty against fading, cracking and peeling.

SECTION 3.07 RACEWAYS

- a. Raceways are to be utilized and attached to the exterior front elevation of the building fascia. Waterproof service access doors and disconnect switches shall be located on the raceway box near each transformer.
- b. Raceways will be in proportion to sign size and will not exceed 7" high by 8" deep.
- c. Raceways shall not extend beyond the outer face of the first and last letter of any sign and may not extend between words if a sign is comprised of more than one word.
- d. Raceways shall be painted to match building fascia.

SECTION 3.08 INSTALLATION

- a. Tenant shall make every effort to have sign installed prior to opening for business. Sign installation to occur during non-standard mall operating hours.
- b. Tenant's sign installer shall completely waterproof fascia panel penetrations.
- c. All letters are to be mounted directly to the front of the raceway with non-corrosive fasteners. All attachment devices shall be concealed inside the letter casing.
- d. Raceways are to be directly mounted to the building fascia and all fasteners must be concealed, non-corrosive and contained within each raceway.

SECTION 3.09 PROHIBITED SIGNS AND SIGN COMPONENTS

The following types of Tenant signs and/or sign components are prohibited: signs employing exposed ballasts, transformers, or neon; moving or rotating signs or signs employing moving or flashing lights; except as required by code, signs exhibiting the names, stamps or decals of the sign manufacturer or installer; signs of box, capsule, or cabinet type employing transparent, translucent or luminous plastic background panels; signs employing noise-making devices and components; free-standing signs; banners; signs employing un-edged or uncapped plastic letters or letters with no returns and exposed fastenings; rooftop signs; and signs which display the name of the Shopping Center.

SECTION 3.10 INDEMNIFICATION BY TENANT

- a. Tenant shall, at its own risk and expense, erect such sign(s) as are permitted herein and shall maintain such sign(s) in a good state of repair.
- b. Tenant hereby agrees to indemnify Landlord against and save Landlord harmless from any loss, cost or damage resulting from the erection, maintenance, existence or removal of any sign(s), and to repair any damage which may be caused by the erection, maintenance, existence and/or removal of such sign(s).
- c. Upon vacating the leased premises, Tenant shall remove its sign(s), seal/waterproof all penetrations and otherwise restore the building fascia to its condition before such signage was installed, and repair any damage caused to the leased premises and/or the Shopping Center thereby.

SECTION 3.11 UNDER CANOPY SIGNAGE

Where applicable, Landlord will manufacture and install a Landlord standard under canopy sign. Tenant will pay Landlord \$500.00 for said sign within 10 days of invoice.

- **LANDLORD RESERVES THE RIGHT TO APPROVE / DISAPPROVE TENANT SIGNAGE, NOTWITHSTANDING THE ABOVE REFERENCED EXTERIOR SIGNAGE CRITERIA.**

SECTION 4.0 - INSURANCE

SECTION 4.01 TENANT'S INSURANCE REQUIREMENTS

See Lease Agreement for Tenant's insurance requirements.

SECTION 4.02 TENANT'S CONTRACTORS INSURANCE REQUIREMENTS

Tenant shall require that, other than employees of the Tenant, any persons, contractors or any other entity, hereinafter "Contractor(s)", performing work on the premises for the Tenant or at the Tenant's request, carry the minimum insurance as specified below:

- a) Commercial general liability insurance including but not limited to premises operations, completed operations, product liability, and contractual liability. Such insurance(s) will be written on an occurrence form and have limits of at least \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage combined. If such insurance covers multiple projects of the Contractor(s), the full occurrence and annual aggregate limits are to be available on a per project or location basis. Landlord, managing agent and any other parties in interest designated by Landlord are to be named as an additional insured under this insurance (see page 4 under Risk Management for additional insureds).
- b) Special form property insurance on a replacement cost basis covering Contractor's tools and equipment used in their performance of the work. All property kept, stored or maintained in, on or about the work site shall be so kept, stored or maintained at the risk of Contractor(s) or Tenant only.
- c) If the Leased premises is to be constructed, renovated or added to by the Tenant, Tenant or Contractor(s) shall provide builders risk insurance for the project with a limit equal to the full cost of the completed project. Coverage under this insurance shall extend to building materials while in transit and temporarily stored away from the premises. Landlord and any other parties in interest designated by Landlord shall be named as a loss payee under such builders risk insurance.
- d) Automobile liability insurance including owned, hired, and non-owned autos. Such insurance shall have a limit not less than \$1,000,000 bodily injury and property damage combined each occurrence.
- e) Statutory worker's compensation insurance for all employees of the Contractor(s) in the State in which the work is located or where Contractor's workers are domiciled, whichever is applicable.
- f) Employer's liability insurance with a limit of at least \$500,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$500,000 each employee for bodily injury by disease.
- g) If the Contractor is acting as a consultant providing professional services to the Tenant, Contractor shall carry professional liability insurance, covering actual or alleged negligent acts of the Contractor committed in the rendering of such professional services to the Tenant. The limit of such insurance shall not be less than \$1,000,000 each claim and annual aggregate. Such insurance may be written on a claims made form but must remain in effect for at least 1 year following the completion of the professional services provided.

All insurances required above are to be primary and non contributory to any insurance carried by the Tenant or Landlord and be written by responsible insurance companies authorized to conduct business within the state in which the work is being performed, have an A.M. Best rating of at least A- VIII and be reasonably acceptable to Landlord. Tenant shall secure certificate(s) of insurance from its Contractor(s) as evidence that the required insurance is in full force and effect and deliver the certificates to the Landlord at least 5 days prior to the commencement of the work and within 30 days of each renewal thereafter. Contractor(s) shall cause its insurers

to provide 30 days prior written notice of cancellation or non-renewal of any insurance required above. Insurance limits may be achieved through any combination of primary and excess insurance policies as long as the excess policy provides the same terms and conditions as the primary.

Without limitation, Tenant agrees to defend, indemnify and hold harmless the Landlord from any and all liability, claims, losses, and damages including legal fees arising out of the Tenant's work including work performed by Tenant's Contractor(s) at any time during the term of the lease.

III. **ADDITIONAL DOCUMENTS**

DOCUMENT A CONSTRUCTION GUIDELINES FOR OPERATING SHOPPING CENTERS

The following are guidelines for construction work in the Shopping Center. Failure to comply with these guidelines may result in charges to Tenant and/or Tenant's contractor.

Tenant's contractor is to sign this document acknowledging it has read and will comply with the requirements set forth herein and in the Tenant Manual.

Without limitation, Tenant's Work shall not commence until:

- a. Full execution of the Lease or an Early Start Agreement by both parties and written delivery of the leased premises by Landlord to Tenant;
- b. Tenant has received Landlord's written approval of Tenant's drawings and specifications;
- c. Tenant has obtained all required governmental approvals;
- d. Tenant has delivered to Landlord, the certificate(s) of insurance required by the Tenant Manual, the Lease and applicable laws;
- e. Tenant has submitted to Landlord the names, addresses and phone numbers of its licensed general contractor and all certificates evidencing the insurance required herein;
- f. Tenant and/or Tenant's contractor has obtained and posted in a prominent place within the leased premises a building permit and all other applicable permits, and provided Landlord with copy of same;
- g. Tenant has advised Landlord of the actual commencement date of construction, the estimated date of completion of Tenant's Work and date of projected opening. **Tenant shall immediately notify Landlord of the actual date the leased premises are open for business.**

PRE-CONSTRUCTION:

Except as provided for in Section 2.03 of the Tenant Manual, prior to entering the leased premises, Tenant's general contractor must schedule a pre-construction meeting with Landlord and provide to Landlord the following:

- a. Copy of the **building permit**, the zoning certificate, and a set of approved drawings from the local fire and building departments.
- b. Copy of **permits** for plumbing, electrical, and mechanical subcontractors.

- c. A 24-hour **emergency telephone numbers** for the general contractor, project manager, site superintendent, and for all major subcontractors.
- d. A complete **list of subcontractors** and suppliers, their associated trade, contact and phone numbers. The general contractor and all subcontractors must be bondable and meet all state and local licensing and insurance requirements.

DURING CONSTRUCTION:

- a. General contractor and all general contractor's subcontractors and vendors are to comply with all OSHA, governmental safety regulations and requirements, and local safety codes.
- b. Tenant and/or Tenant's contractor shall notify Landlord of the work schedule and keep Landlord informed of any changes to the schedule.
- c. Landlord is available to facilitate all construction activities. Contact Landlord for access to utility rooms or other on site facilities.
- d. Coordinate review/submittal of Tenant construction drawings and specifications with Landlord.
- e. Utilities servicing the leased premises should be transferred into Tenant's name and account as of the turnover date (information provided in turnover letter from Landlord). Any utility shutdowns need to be approved by Landlord at least 48 hours in advance.
- f. Notify Landlord of all delivery schedules. Deliveries are to be made through the rear of Tenant's space. Arrangements must be made with Landlord for shipments that do not fit through the rear door. Should the leased premises not have a rear door, all deliveries through the front are to be made during hours in which the Shopping Center is not open.
- g. Landlord cannot accept any shipments on behalf of Tenant.
- h. Notify Landlord of any exterior construction activity, which must take place when the Shopping Center is closed and must be scheduled with Landlord at least 48 hours in advance. GC shall be required to properly protect its Work with lights, guard rails, and barricades, and secure all parts of the Work against storm, accident, malicious mischief, and theft. Graphics on barricade may be required by Landlord. Barricades are required for any façade and/or storefront work.
- i. Notify Landlord at least 48 hours in advance of any sprinkler work. Sprinkler modifications must be made by Landlord required contractor (see page 4) and the requirements of Landlords' insurance underwriter(s).
- j. If sprinklers are to be shut down for more than a short time, Landlord must be notified, the contractor will be responsible for maintaining a fire watch on site and such shut down must occur when the Shopping Center is closed. Landlord will, as required, notify the local fire authority, security monitoring company, and the insurance company. Upon completion of sprinkler work, notify Landlord, who will again, as required, inform the local fire authority, security, and insurance company that the work is complete. **Sprinkler system will not be shut down for any reason without proper mechanical permits required by local governmental authority. Contact Landlord for any applicable shut down fees.**
- k. All roof penetrations must be approved by Landlord prior to scheduling roof work. If approved, all roof work must be done by Landlord's roof contractor at Tenant's expense. (See page 4.)

- i. Notify Landlord of any construction activity that may result in noxious odors (i.e., acetate or mylar painting, chemical applications). This work must take place when the Shopping Center is closed. Any cost to divert noxious odors shall be borne by Tenant.
- m. Notify Landlord in advance of when any intrusive or loud construction activity such as fascia sign installation, concrete and masonry demolition or saw cutting will occur. These activities must be coordinated with Landlord prior to start of the work and are to take place when the Shopping Center is closed.
- n. Set up trash removal. Tenant's contractor is responsible for and to provide for its own trash removal, and must coordinate and obtain approval of this activity and location of dumpster with Landlord prior to the start of construction. **DEBRIS MUST BE CLEANED UP DAILY AROUND ANY DUMPSTER AREA. ALL DUMPSTER AND TRASH REMOVAL SHALL BE AT THE REAR OF THE CENTER.** Dumpster must have plywood bearing pad protection under the dumpster wheels.
- o. Tenant's contractor must provide Landlord (24) hours notice prior to any welding or spark generating activity. During the course of all welding, a fire extinguisher must be accessible and the provisions of the National Fire Code shall be adhered to at all times.

SITE RESPONSIBILITY:

- a. Keep doors closed at all times and lock them at the end of each day.
- b. Interior of storefront must be covered during construction until work is complete. Contractor is responsible for keeping window coverings up and in good condition, and cleaning the storefront after removal of covering material.
- c. Contractors should be aware that there are customers on site, and behave appropriately.
 - No loud, inappropriate or offensive language.
 - Radio volume should be kept appropriately low.
 - Acceptable attire is to be worn at all times while working on site.
 - Crews are not to loiter in common areas of the Shopping Center.
 - **NO SMOKING** on premises
- d. Contractor must maintain a fire extinguisher on site at all times.
- e. Contractor is responsible for any damage it may cause to the Shopping Center (including the leased premises, building, parking areas, landscaping, etc.).
- f. Contractor must keep sidewalk, sidewalk area and storefront clean at all times.
- g. All washing of materials and equipment (such as painting equipment) must take place in the leased premises or off site. Sensitive materials must be disposed of properly. Dumping of concrete or paint residue onto the Shopping Center (including flower beds, planters, grass areas, drainage pipes, plumbing pipes, etc.) is strictly prohibited.
- h. No property, materials, equipment, tools, etc., not then in use may remain outside the leased premises. Storage of large items outside, if necessary, is subject to Landlord approval. Neither Landlord nor Ramco-Gershenson, Inc. shall be responsible for any such property, materials, equipment, tools, etc.

UPON COMPLETION OF CONSTRUCTION:

- a. Have contractor review all building systems (HVAC, plumbing, electrical, etc.) to ensure that they are in good working order. All filters must be changed upon completion of work. Light panels and all circuits shall be labeled or relabeled (typed) accordingly. Provide a copy of the HVAC Balance report and manufacturer, model #, serial # and size (tonnage) of unit to Landlord.

Provide a copy of the Unconditional Certificate of Occupancy to Ramco-Gershenson, Inc. **Tenant may not open for business until a Certificate of Occupancy or equivalent document is issued by the local governing authority.**

- b. Provide Landlord with as-built drawings and specifications, which shall be the record set of documents evidencing what was constructed at the site.

I certify that I have read and thoroughly understand the foregoing Construction Guidelines for Operating Shopping Centers, the Tenant Manual and attached Documents and agree to abide by all of the same.

Acknowledged by:

Tenant's Contractor

Date

Tenant

Date

Landlord

Date

PLEASE SIGN AND FAX THIS PAGE TO LANDLORD AT 248-592-6233.

**DOCUMENT B
TENANT'S CONTRACTOR CHECK LIST**

Center _____ Space No. _____ Sq. Ft. _____

Address _____

City, State, Zip _____

Tenant: _____

Prior To Commencement of Build-out:

Landlord Approved Drawings	ACCEPTED BY: _____	Date: _____
Building Permit #:	ACCEPTED BY: _____	Date: _____
Major Sub-trades Permits	ACCEPTED BY: _____	Date: _____
Building Department Stamped Drawings	ACCEPTED BY: _____	Date: _____
Certificate of Insurance	ACCEPTED BY: _____	Date: _____
Signed Copy of Tenant Contractor Rules & Regulations	ACCEPTED BY: _____	Date: _____
Notice of Commencement/Notice of Furnishing	ACCEPTED BY: _____	Date: _____
Schedule of Work	ACCEPTED BY: _____	Date: _____
Security Deposit: Amount: \$ _____	ACCEPTED BY: _____	Date: _____
Material Safety Data Sheet (to be stored onsite)	ACCEPTED BY: _____	Date: _____

Following Completion of Build-out:

Notice of Completion	ACCEPTED BY: _____	Date: _____
Certificate of Occupancy	ACCEPTED BY: _____	Date: _____
Final lien releases [G.C. and Major Subs]	ACCEPTED BY: _____	Date: _____
Certified Air Balance Report	ACCEPTED BY: _____	Date: _____
Architectural "AS-BUILT" DRAWINGS	ACCEPTED BY: _____	Date: _____
Mechanical "AS-BUILT" DRAWINGS	ACCEPTED BY: _____	Date: _____
Plumbing "AS-BUILT" DRAWINGS	ACCEPTED BY: _____	Date: _____
Fire Protection "AS-BUILT" DRAWINGS	ACCEPTED BY: _____	Date: _____
Electrical "AS-BUILT" DRAWINGS	ACCEPTED BY: _____	Date: _____
CD OF "AS-BUILT" DRAWINGS	ACCEPTED BY: _____	Date: _____
Completed Punchlist	ACCEPTED BY: _____	Date: _____
Operation and Maintenance Manuals	ACCEPTED BY: _____	Date: _____

**DOCUMENT C
CONTRACTOR LIST**

TENANT DBA: _____

TENANT NAME: _____ SPACE #: _____

Contractor: _____

Superintendent: _____

Address: _____

City: State: Zip Code: _____

Phone:/Fax: _____ / _____

Emergency Telephone Number (24 hour access): _____

TRADES CONTRACTOR / CONTACT / PHONE NO:

DEMO: _____

FRAMING, DRYWALL: _____

ELECTRIC: _____

HVAC: _____

PLUMBING: _____

SPRINKLER: _____

CEILING GRID: _____

PAINTING: _____

CARPET: _____

CERAMIC, VCT: _____

FIXTURING, CARPENTRY: _____

GLASS, MIRRORS: _____

SIGN: _____

CLEANING: _____

DUMPSTER: _____

TEMPORARY PHONE: _____

SPRINKLER SHUT DOWN: _____