

Office Use Only: Date Pmt Rec'd: Fee Pai	i.d. ¢	Cha	ck No:	
Police Department approval issued		Notes:		
Meets applicable zoning bylaws				
Certificate of Occupancy issued				
Board of Health Permits issued				
Board of Selectmen Decision Date				
	pproved	П	Denied □	

MASSACHUSETTS	board of Selectifier Decision D	Approved 🗆	Denied 🗆
	N OF NATICK		
COMMON VICTU (Type or print clearly; illeg	JALER LICENSE APPLIC Tible applications will n		
For Calendar Year: 2019	Date Submitted: _	8/9/2019	Fee: <u>\$100.00</u>
The undersigned hereby applies for a Common Statutes relating thereto:	n Victualer License in ac	ccordance with the	e provisions of the
Common Victualer License Only	☐ Common	Victualer with L	iquor License
Name of Person, Firm, or Corporation Making Apple Out of Person, or Cor	lus les J	ours Too	Changus les Jours
Contact Person (to whom All licensing information Email Address Manager of Establishment Email Address If Business is a Corporation, Corporate Name and Corporate	Phone Phone	117.1	190-2013 b-)013 & worts
If Business is an LLC, List of Members		Vai-Ch	ung Chans
	Page 1 of 2	Nigel)	. 83/-
	I MBC T OF E		3608

Establishment's Days and Hours of Operation	every day	Jan- 91	Mr.
Number of Staff	Number of Seats	24	_ /_
Has a Certificate of Occupancy been issued?	If not, expected date	of issuance 7	17019
Have Board of Health Permits been issued?	If not, expected date	of issuance	<u>1</u> 2019
Additional Information Requested by the Town of			
Applicant's Social Security Number or Employee I.D.	D. Number 793 - 19	-6777	**************************************
7//A/ 148 h			ما الم
1, the undersigned, state t	hat the information	n provided in	the applicat
1, the undersigned, state to	true and acurur	ate to the best	et my know
I, the Undersigned, state that the information provided to the best of my knowledge.			
Tax Attestation: Furthermore, Pursuant to Me	GL Ch. 62C, Sec 49A, I certify under	the penalties of perjury th	nat I, to
the best of my knowledge and belief, have filed all sta			·
Print Name of Applicant or Corporate Officer	va Ou Chang		5043640000000
Signature of Applicant or Corporate Officer	(R V 2. 1		rodomonovide kinnis

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

Date

- 1. Proof of Workers Compensation Insurance (if applicable)
- 2. Workers' Compensation Insurance Affidavit
- 3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
- 4. List of equipment and estimated cost***
- 5. Copy of Bill of Sale or Lease Agreement***
- 6. If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members***
- 7. \$100.00 Application fee (checks made payable to the Town of Natick)

^{***} New Applicants Only (see exception for item #3)

MA SOC Filing Number: 201845103950 Date: 11/9/2018 12:38:00 PM



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001354372

ARTICLE I

The exact name of the corporation is:

DUCHANG INVESTMENTS INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

BAKERY

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authoriz of Organization Num of Shares	red by Articles or Amendments <i>Total Par Value</i>	Total Issued and Outstanding <i>Num of Share</i> s
CNP	\$0.00000	100,000	\$0.00	100,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name:

NAI-CHUNG CHANG

No. and Street:

24 TERRANCE AVE

City or Town:

NATICK

State: MA

Zip: <u>01760</u>

Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	EVA DU CHANG	24 TERRANE AVE NATICK, MA 01760 USA
TREASURER	EVA DU CHANG	24 TERRANE AVE NATICK, MA 01760 USA
SECRETARY	NAI-CHUNG CHANG	24 TERRANCE AVE NATICK, MA 01760 USA
DIRECTOR	NAI-CHUNG CHANG	24 TERRANCE AVE NATICK, MA 01760 USA
DIRECTOR	EVA DU CHANG	24 TERRANE AVE NATICK, MA 01760 USA ®

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

BAKERY

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street:

24 TERRANCE AVE

City or Town:

NATICK

State: MA

Zip: 01760

Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are

0.0000000000000000000000000000000000000	located (post office boxes are n	ot acceptable):			
Contraction (Contraction)	No. and Street:	24 TERRANCE A	<u>.VE</u>		
	City or Town:	<u>NATICK</u>	State: MA	Zip: <u>01760</u>	Country: <u>USA</u>
050000000	which is				
WITH THE PARTY	X its principal office		an office of	of its transfer agent	
Tree Sections	an office of its secretary/ass	istant secretary	its registe	red office	
www.com/filescolorge.com/com/com/com/com/com/com/com/com/com/	Signed this 9 Day of Novembor is acting as incorporator, type where it was incorporated, the he/she holds or other authority NAI-CHUNG CHANG	in the exact name of name of the person	f the husiness ent signing on behal	tity, the state or oth	er jurisdiction
elfollocopy observed to prompton	© 2001 - 2018 Commonwealth of Massaci All Rights Reserved	husetts			

MA SOC Filing Number: 201845103950 Date: 11/9/2018 12:38:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 09, 2018 12:38 PM

WILLIAM FRANCIS GALVIN

Status Frain Dalies

Secretary of the Commonwealth



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER			CONTACT Select						
Eastern Insurance	Group I	LC	PHONE (A/C, No, Ext): (800) 333-7234 Opt. 3 FAX (A/C, No): 781-586	-8244					
233 West Central	St		E-MAIL ADDRESS: selectwork@easterninsurance.com						
			INSURER(S) AFFORDING COVERAGE	NAIC #					
Natick	MA	INSURER A :Hartford Insurance Co							
INSURED			INSURER B:						
Duchang Investmen	ts Inc,	DBA: Tous Les Jours	INSURER C:						
1245 Worcester St	:		INSURER D:						
Suite 2094			INSURER E :						
Natick	MA	01760	INSURER F:						
COVERAGES		CERTIFICATE NUMBER:19-20	Term REVISION NUMBER:						

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONTROL OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS CHIEFOT TO ALL THE TERMS

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD COMMERCIAL GENERAL LIABILITY 1,000,000 Х EACH OCCURRENCE S DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR \$ 6/28/2019 | 6/28/2020 | MED EXP (Any one person) 10,000 08SBAAD5303

											PERSONAL & ADV INJURY	\$	1,000,000
		GE	N'L AGGREGATE LI	міт.	APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		X	POLICY PE	CT	LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
l			OTHER:						-		Employee Benefits	\$	
ſ	·	AU.	TOMOBILE LIABILI	ΓY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ı	A		ANY AUTO								BODILY INJURY (Per person)	\$	
ı	Δ.		ALL OWNED AUTOS		SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
l			HIRED AUTOS	х	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
١		x										\$	
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l			EXCESS LIAB		CLAIMS-MADE						AGGREGATE	s	
L			DED RETE	ENTI	ON\$]						\$	
Γ	A		RKERS COMPENSA EMPLOYERS' LIAI		737					-	X PER OTH-		
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l		(Mai	ICER/MEMBER EXC Idatory in NH)	LUDI	ED.	IV, A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
L		If ye	s, describe under CRIPTION OF OPE	RATI	IONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Natick Town Offices 13 E. Central Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1001011, 111 01700	AUTHORIZED REPRESENTATIVE
	John Koegel/PKG

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The Commonwealth of Massachusetts Department of Industrial Accidents 1 Congress Street, Suite 100 Boston, MA 02114-2017

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information Please Print Legibly
Business/Organization Name: Tows Les Jours
Address: 1245 Worcester St, Ste 2094
City/State/Zip: Natick MA 01760 Phone #: 617-990-2013
Are you an employer? Check the appropriate box: 1.
I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information. Insurance Company Name: Eastern Insuran
I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct. Signature: Date: $8/9/2019$ Phone #: $978-831-3608$
Official use only. Do not write in this area, to be completed by city or town official.
City or Town:Permit/License #
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office 6. Other
Contact Person: Phone #:

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. Also be sure to sign and date the affidavit. The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

TLJ Standard Equipment Lists (Natick Mall, Boston)

			Equipment					•			Plum					Elect		
Sec	No	Items	Plc.	Qty.	Pha.	Make & Model	Dimension	APPD	Water Y/N	Drain	Btu	as Size	Remarks	Volt	Ph.	L Amp	oad Hz	NET-Ib
	K-1	Fresh Deck Oven		1	Kor	Daehung / DH02-43	W64.57* x D40.55* x H70.87*	NSF / ETL	Yes	N/A	N/A	N/A	Need a Water Supply Pipe	220	3	70	N/A	1234
	K-2	Fresh Deck Oven		1	Kor	Daehung / DHC5-1	W30.71" x D41.33" x H66.14"	NSF / ETL	Yes	N/A	N/A	N/A	Need a Water Supply Pipe	220	3	30	60	330
CJ Supply Bakery Eqipment (Korea)	к-3	Dough Conditioner(Retarder Proofer) - 2 Ea		2	Kor	Daehung / SMDG-2236	W30.71" x D44.09" x H67.32"	NSF / ETL	Yes	Yes	N/A	N/A	Need a water Supply Pipe &2 Drain	220	1	20A & 20A 2 ea	60	782
	K-4	Multi Slicer		1	Kor	TA-201	W24.80" x D26.77" x H27.95"	N/A	N/A	N/A	N/A	N/A		220	1	10	60	132
	K-5	Moulder	清	1	Kor	K-300	W24.41" x D24.41" x H25.59"	N/A	N/A	N/A	N/A	N/A		220	1	10	60	242
	K-6	Donut Gas Fryers		1	Local	Piłco/65C+S	W23"xL38"xH 45"	NSF	N/A	N/A	N/A		Natural Gas	N/A	N/A	N/A	N/A	226
	K-7	Countertop Hot Plate (2 Burners)		1	Local	American Range/ARHP- 12-2	12"Wx30"Dx1 0"H	ETL/NS F	N/A	N/A	N/A		Natural Gas					85
	K-8	Mixer(30QI)	3	1	Local	American Eagle/AE-30N	W23.5* * D24** H44.95*	ETL/ NSF/ CSA/CE	N/A	N/A	N/A	N/A		115	1	10	60	373
	K-9	Commercial Stand Mixer (7 Qt.)		1	Local	Hamilton Beach/CPM700	W16" x D9.40" xH13.80"	NSF/UL	N/A	N/A	N/A	N/A		120	1	7	60	23
	K-10	Undercounter Ref-2 door	7	2	Local	Turbo air MUR-60	60°		N/A	N/A	N/A	N/A		115	1	9.9	60	352
	K-11	Work Tabe 60" Long		2	Local	GSW/ WKTDSS3048	W30*xL60*	NSF	N/A	N/A	N/A	N/A						
CJ Supply	KH-12	Cake Show Case		2	Local	Turbo Air TCGB-60UF	W60.5"xD34. 25"xH57.48"	N/A	N/A	N/A	N/A	N/A		120	1	8.6	60	
	KH-13	Sandwich Show case		1	Local	Turbo Air TOM-60LB	W 64"xD35"xH 46"	ETL	N/A	N/A	N/A	N/A		115	1	15.5	60	583
	KH-14	Microwave		1	Local	Sharp/R-21LCF	W20 1/2" X d16" X h12 1/8"	NSF/UL	N/A	N/A	N/A	N/A		120	1	15	60	44
	KH-14	ice Maker	[1	Local	Scotsman CU2026	W26" x D26" x H33"	NSF/UL	Yes	Yes	N/A	N/A	Water Supply Pipe & Drain	115	1	15	60	175
	KH-15	Undercounter Refrigerator		2	Local	Turbo air MUR-28	L271/2"xD30" xH30 1/3"	NSF/ ETL	N/A	N /A	N/A	N/A		115	1	6.6	60	163
	K⊬-16	Undercounter Freezer		1	Local	Turbo/MUF28	L271/2"xD30" xH30 1/3"	NSF/ ETL	N/A	N/A	N/A	N/A		115	1	8	60	150
	KH-17	Bar Blender		2	Local	Blendtec Professional 750	W6.4" x D 8.3" x H 16.2"	NSF/UL	N/A	N/A	N/A	N/A		120	1	13	50/60	25
	KH-18	ice Shaver	<i>-</i> 12-	1	Local	SNOWVAN NSD-151NW	295w*450d *480h(mm)	ETL	Yes	Yes	N/A	N/A		115	1	3.8	60	52
	KH-19	Coffee Expresso		1	Local	Schaerer Coffee Art Plus SCA1 Super Automatic	W17" x D22" x H28"	NSFÆUL	Yes	Yes	N/A	N/A		208	1	30	60	
	КН-20	Coffee Brewer	36	1	Local	Fetco/CBS- 2032e	W25" x D19" x H28"	NSF/UL	Yes	Yes	N/A	N/A		208-240	1	37	60	35
	КН-21	Brewer Grinder		1	Local	Fetco/ GR2.3	W 9.25" x D11.5" x H29.5"	NSF/UL	N/A	N/A	N/A	N/A		120	1	6.7	60	65
	23	Upright 2Door Freezer (Commercial)		1	Local	Turbo Air M3F47-2 2Door	W 51" x D30" x H78"	ETL	N/A	N/A	N/A	N/A		115	1	10.5	60	435

TENANT

GUARANTY

IN CONSIDERATION OF and as a material inducement NATICK MALL, LLC, a Delaware Limited Liability Company, (the "Landlord"), executing the within lease dated 10 0000 19 20 19 (which with all amendments is the "Lease"), with DuChang Investments Inc., a Massachusetts corporation db/a "Tous Les Jours" (the "Tenant"), for store premises numbered 2094 in the Natick Mall Shopping Center (the "Shopping Center"), and in further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Landlord, the receipt and sufficiency of which is hereby acknowledged to the undersigned, Eva Chang, Social Security No. 793-19-097, an Individual, whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is 24 [evrone And Nai-Chung Chang, Social Security No. 793-19-097, an individual whose residence is

Notwithstanding anything contained herein to the contrary, Guarantors do hereby unconditionally guarantee to Landlord, its successors and assigns the full prompt payment of Minimum Annual Rental, and all additional rent and all other charges payable by Tenant, its successors and/or assigns, and the full and complete performance of all obligations of Tenant under the Lease and any other agreements with Landlord, through and including the date that is twenty four (24) months after the date that Tenant delivers full and complete vacant possession of the Leased Premises to Landlord as required by the Lease, free and clear of all leases, tenancies and rights of occupancy of any person or entity claiming by or through Tenant (the date that Tenant delivers such possession being referred to herein as the "Vacate Date"). Guarantors hereby covenant and agree with Landlord that if default shall at any time prior to the Vacate Date be made by Tenant, or its successors or assigns, in the payment of any Minimum Annual Rental and additional rent or other charges, or if prior to the Vacate Date, Tenant or its successors or assigns should, in any wise or manner default in the performance and observance of any of the covenants, terms, conditions and agreements contained in the Lease to be performed or observed, in each case after notice to Tenant and the expiration of any applicable cure period, Guarantors, in each and every instance, shall and will forthwith pay such Minimum Annual Rental and additional rent and other charges to Landlord and any arrears thereof, which shall include, without limitation, any Minimum Annual Rental and additional rent which would have been payable under the Lease but for any abatement provided for therein, and shall and forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements under the Lease, including without limitation, payment of reasonable attorneys' fees and disbursements incurred by Landlord, or caused by or in any way related to any such default and/or the enforcement of this Guaranty.

THIS GUARANTY is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against Guarantors, their successors and assigns, without the necessity for any suit or proceedings by Landlord against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which Guarantors might otherwise be entitled, all of which Guarantors hereby expressly waive, Guarantors agree that the validity of this Guaranty and the obligations of Guarantors shall in no way be terminated, affected or impaired by reason of the assertion or the failure or delay to assert by Landlord against Tenant, or Tenant's successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. The single or partial exercise of any right, power or privilege under this Guaranty shall not preclude any other or the further exercise thereof or the exercise of any other right, power or privilege by Landlord.

THIS GUARANTY shall not be affected and the liability of the undersigned shall not be extinguished or diminished by Landlord's receipt, application or release of security given for the performance and observation of the covenants and conditions in the Lease to be performed or observed by Tenant, its successors and assigns; by the cessation from any cause whatsoever of the liability of Tenant, its successors and assigns; by reason of sums paid or payable to Landlord from the proceeds of any insurance policy or condemnation award; by any non-liability of Tenant under the lease for any reason, including any defect or defense which may now or hereafter exist in favor of Tenant; or by any extensions, renewals, amendments, indulgences, modifications, transfers or assignments in whole or in part of the Lease by Landlord, whether or not notice thereof is given to Guarantors. This Guaranty is of payment and not of collection; it is one of active performance and not one of suretyship for damages or otherwise. This Guaranty extends to any and all liability that Tenant has or may have to Landlord by reason of matters occurring before the execution of the Lease or the commencement of the term of the Lease, or by matters occurring after the expiration of the term of the Lease. Guarantors agree that they shall have no rights of indemnification or subrogation against Tenant and agree that Guarantors shall subordinate their rights of recourse against Tenant by reason of any indebtedness or sums due to Guarantors, unless and until the Lease is performed to the satisfaction of Landlord. Guarantors agree that they shall not assert any claim that they have or may have against Tenant, including any claims under this Guaranty, until the obligations of Tenant under the Lease are fully satisfied and discharged. The liability of Guarantors is coextensive with that of Tenant and also joint and several.

LANDLORD'S ACCEPTANCE of a note or additional collateral of Tenant or of Guarantors shall not be the full cash payment or the active and primary performance required herein. This Guaranty is given in addition to all other guaranties that may pertain to Tenant's indebtedness, and is not subordinate to any other guaranties. Landlord's rights under all guaranties, including this Guaranty, shall be cumulative and independently enforceable. It shall not be a condition to the enforcement of this Guaranty that any other guaranties be resorted to by Landlord.

GUARANTORS AGREE that they will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Guarantors agree that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Shopping Center from or through Landlord or by any mortgagee or lessor or prospective mortgagee or lessor of the Shopping Center or of any interest therein. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantors or to any trustee, receiver or other representative or either of them, any amounts previously paid to Landlord, its successors and assigns, this Guaranty shall be reinstated in the amount of such repayments.

GUARANTORS REPRESENT and warrant that:

- (a) They are not insolvent, and there are no limitations or prohibitions to the enforcement of this Guaranty; and
- (b) They are immediately benefited by the indebtedness.

AS A FURTHER inducement to Landlord to make and enter into the lease and in consideration thereof, Landlord and Guarantors covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Landlord and Guarantors shall and do hereby waive trial by jury. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the state in which the Shopping Center is located.

IF ANY PORTION or application of this Guaranty is invalid, unenforceable or illegal for any reason, the parties agree that such invalid, unenforceable or illegal portion or application shall not be deemed to affect the remainder of this Guaranty.

IN WITNESS WHEREOF, Guarantors acting herein in their own personal and individual capacities have executed this Guaranty this 3 day of January, 2019

GUARANTORS:

EVA CHANG

WITNESS:

Signature

L. freitas

Printed Name

1 Dean st. Itudson, Ma 01749

Address

Signature
Rubia L. freitas

CHANG

Printed Name

1) Desa St Hudson, Ma 01) 49

Address Hudson, Ma 01149

Natick Mall

Tous Les Jours Space No. 2094

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Natick Mall

REFERENCE PROVISIONS

The following references define terms used in the specified Articles and elsewhere in this Lease and shall be construed in accordance with the provisions and conditions in this Lease:

1.01 Leased Premises: 2094 Natick Mall containing approximately 1,960 square feet of floor area and approximately 69' 5" lineal feet of frontage.

[ARTICLE 1(a)]

1.02 Expiration Date: June 30, 2029

[ARTICLE 1(b)]

Permitted Use: Only the operation of a Tous Les Jours bakery offering (a) primarily bread, cakes and pastries and (b) incidental thereto, coffee, tea, desserts and sandwiches, Asian candy, Asian snacks and Asian gift items provided the items set forth in (a) and (b) are consistent with all, or substantially all of the items offered in (i) Tour Les Jour locations and (ii) Asian/French bakeries located in the United States and for no other use or purpose whatsoever. Exhibit M attached hereto and by reference made a part hereof, sets forth an example of Tenant's proposed menu items. Landlord may, at Landlord's sole, but reasonable discretion, disallow any item as set forth in Exhibit M. Notwithstanding the foregoing, however, Tenant may, with Landlord's prior written consent, modify the items contained on Exhibit M, provided, however, such changes shall not occur more than twice each calendar year and provided such changes are consistent with Tenant's Permitted Use as set forth herein.

[ARTICLE 1(c)]

1.04 Submittal date for preliminary plans: March 8, 2019

[ARTICLE 2(d)]

Submittal date for final plans and specifications: May 3, 2019

[ARTICLE 2(d)]

Beginning Work Date: June 15, 2019 which date shall be extended one day for each day that Tenant fails to secure its building permit, provided that Tenant files all necessary applications for its building permit on or before February 16, 2019 and diligently pursues securing its building permit. In the event Tenant fails to secure its building permit on or before the date that is ninety (90) days following the Effective Date, Landlord shall have right to terminate this Lease on prior written notice to Tenant.

[ARTICLE 2(e)]

1.06 Opening Date: The date that is one hundred twenty days (120) following the Beginning Work Date.

[ARTICLE 3]

1.07 Minimum Annual Rental:

[ARTICLE 4(a)]

Rental Commencement Date - 6/30/2020		\$98,000.00 per year	(\$8,166.67 per month)	
7/1/2020 -	6/30/2021		\$100,940.00 per year	(\$8,411.67 per month)
7/1/2021 -	6/30/2022		\$103,968.20 per year	(\$8,664.02 per month)
7/1/2022 -	6/30/2023		\$107,087.25 per year	(\$8,923.94 per month)
7/1/2023 -	6/30/2024		\$110,299.87 per year	(\$9,191.66 per month)
7/1/2024 -	6/30/2025		\$113,608.87 per year	(\$9,467.41 per month)
7/1/2025 -	6/30/2026		\$117,017.14 per year	(\$9,751.43 per month)
7/1/2026 -	6/30/2027		\$120,527.65 per year	(\$10,043.97 per month)
7/1/2027 -	6/30/2028		\$124,143.48 per year	(\$10,345.29 per month)
7/1/2028 -	Expiration Date		\$127,867.78 per year	(\$10,655.65 per month)

Landlord reserves the right to allocate amounts received as Minimum Annual Rental to any charges outlined in ARTICLE 7 & 17 of this Lease in such amounts and at such times as Landlord shall elect in its sole discretion. Notwithstanding the foregoing, the Minimum Annual and additional rental (other than utilities, which shall be paid by Tenant as otherwise due under the Lease) shall accrue without interest

from the Rental Commencement Date but shall not be due and payable to Landlord until twenty (20) days after the earlier of (i) the Opening Date, or (ii) the date Tenant opens for business in the Leased Premises.

1.08 Percentage Rate: 10%

7/1/2020 -

7/1/2021 -

7/1/2022 - 7/1/2023 -

7/1/2024 -

7/1/2025 -

7/1/2026 -

7/1/2027 -

[ARTICLE 4(b)]

1.09 Annual Sales Base and Monthly Sales Base:

Rental Commencement Date -

[ARTICLE 4(b)] \$2,000,000.00 per year (\$166,666.67 per month) \$2,060,000.00 per year (\$171,666.67 per month) \$2,121,800.00 per year (\$176,816.67 per month) \$2,185,454.08 per year (\$182,121.17 per month) \$2,251,017.76 per year (\$187,584.81 per month) \$2,318,548.37 per year (\$193,212.36 per month) \$2,388,104.90 per year (\$199,008.74 per month) (\$204,979.00 per month) \$2,459,747.96 per year \$2,533,540.41 per year (\$211,128.37 per month)

7/1/2028 - Expiration Date \$2,609,546.53 per year (\$217,462.21 per month)

The parties hereto acknowledge that the Annual Sales Base is not a natural breakpoint

6/30/2020

6/30/2021

6/30/2022

6/30/2023

6/30/2024

6/30/2025

6/30/2026

6/30/2027

6/30/2028

1.10 Address of Landlord:

[ARTICLES 4 and 30]

Landlord's Notice Address NATICK MALL, LLC c/o Natick Mall 350 N. Orleans St. Suite 300 Chicago, IL 60654-1607

Attn: Law/Lease Administration

Department

Landlord's Payment Address: NATICK MALL, LLC

NATICK MALL, SDS-12-3111, PO BOX

86

MINNEAPOLIS, Minnesota 55486-3111

With a copy to:
Natick Mall
1245 WORCESTER STREET, SUITE 1218
NATICK, Massachusetts 01760-1553
Attn: General Manager

1.11 Address of Tenant:

[ARTICLE 30]

Notice: Duchang Investments Inc. 24 Terrance Avenue Natick, MA 01760 Billing: Duchang Investments Inc. 24 Terrance Avenue Natick, MA 01760

With a copy to:

ArkSwan Legal, PLLC 60 State Street; Suite 700 Attn: Chase Lin, Esq.

1.12 Additional Gross Leasable Area Annual Rental Increase: Not Applicable.

[ARTICLE 4(c)]

1.13 Anchor Minimum Annual Rental Increase: Not applicable.

[ARTICLE 4(d)]

1.14 Trade Name: "Tous Les Jours"

[ARTICLE 25]

1.15 Intentionally Omitted

[ARTICLE 37]

1.16 Initial Assessment: Not Applicable

[ARTICLE 37]

- 1.17 Preliminary Rent: Not Applicable
- 1.18 Construction Allowance: \$182,667.00

Landlord agrees to pay to Tenant, if Tenant is not then in default, the cost of Tenant's Work up to the sum of \$182,667.00, but not more than that amount, subsequent to the fulfillment of all of the following requirements:

- (A) \$\frac{32,667.00}{2}\$ within 20 days following the last to occur of the following:
 - 1. Tenant has opened for business with the public in the Leased Premises;
 - 2. Landlord has received Tenant's written request for payment.
- (B) The remainder of the Construction Allowance within 45 days following the fulfillment of all of the following requirements:
- 1. Compliance with the scheduled dates outlined in Reference Provisions 1.04, 1.05 and 1.06;
- 2. Completion of Tenant's Work in accordance with EXHIBIT P, lien free and in a manner satisfactory to Landlord and Landlord's Architect;
- 3. Presentation to Landlord, in form and detail satisfactory to Landlord, of:
- a. Contractor's Sworn Statement showing that the amount requested by Tenant has been spent by Tenant on the Leased Premises and listing all subcontractors, sub-subcontractors and material suppliers and amounts which they were to be paid and were paid for work performed for or on the Leased Premises or for materials supplied for Tenant's Work;
- b. Tenant's architect shall provide an original and notarized Affidavit or Final Waiver of Lien indicating that the Architect has been paid in full;
 - c. General Contractor's original and notarized Final Waiver of Lien;
- d. Notarized Final Waivers of Lien from all architects, subcontractors, sub-subcontractors and material suppliers;
- 4. Presentation to Landlord of unconditional certificates of occupancy from all applicable governmental authorities; and
- 5. Tenant shall have opened its store in the Leased Premises for business with the public.

Tenant's requests for payment must be sent to Landlord at the Notice address shown in Reference Provision 1.10 directed to Attn: Tenant Allowance Administration. The Construction Allowance will be paid to Tenant as reimbursement for Tenant's payment for construction of improvements, additions, alterations and attached fixtures (excluding trade fixtures) in the Leased Premises, including the cost of raw materials, labor, architects fees, permits, and related costs of construction work (the "Leasehold Improvements"). Leasehold Improvements do not include inventory, supplies, Tenant's moveable property (including trade fixtures) or the cost of training Tenant's employees.

The terms of this Reference Provision shall be a condition precedent to Tenant's right to receive the Construction Allowance, and no portion of the Construction Allowance shall vest in Tenant, nor shall Tenant sell, assign, encumber or create a security interest in the Construction Allowance prior to full compliance with the terms of this Reference Provision.

Landlord shall be entitled to any unpaid portion of the Construction Allowance in the event of a default by Tenant, even if Tenant shall have paid all or a portion of the cost of Tenant's Work.

Leasehold Improvements funded by the Construction Allowance will at all times be the sole property of Landlord, and Tenant will have no ownership interest in such Leasehold Improvements. It is the intention of Landlord and Tenant that the Leasehold Improvements will be qualified long term real property in accordance with Section 110 (a) of the Internal Revenue Code and the regulations thereunder. Each party shall prepare its federal, state and local income tax forms and schedules, and calculate taxable income, in a manner consistent with Landlord's ownership of such Leasehold Improvements for all taxable years, and shall furnish the information described in Treasury Regulations Section 1.110-1(c) in the time and manner specified therein.

Notwithstanding anything to the contrary in this Reference Provision 1.18, Landlord shall have the option to either (i) pay that portion of the Construction Allowance as set forth in Paragraph A above according to the process set forth above; or (ii) satisfy its obligation to pay that portion of the Construction Allowance as set forth in Paragraph (A) above by partially crediting the amount of Tenant's monthly payments of Minimum Annual Rental (and additional rental) otherwise due. Any credit against Minimum Annual Rental (and additional rental) shall be contingent upon Tenant

meeting the necessary requirements for payment of such portion of the Construction Allowance set forth above. Should Landlord neither pay the Construction Allowance to Tenant nor indicate to Tenant its election to do so by the date the Construction Allowance is due, then Landlord shall be deemed to have elected that Minimum Annual Rental (and additional rental) shall be partially credited as provided in (ii) above. Notwithstanding anything to the contrary in the foregoing, Landlord shall have the right, at any time, to pay the remaining balance of the Construction Allowance which remains uncredited at such time in such amounts as Landlord may elect, and Tenant's rights to take any further credits against Minimum Annual Rental (and additional rental) shall cease after such full payment is made by Landlord.

[ARTICLE 2]

1.19 Security: Not Applicable

[ARTICLE 46]

1.20 Radius: 10 miles

[ARTICLE 58]

1.21 Intentionally Omitted

1.22 Operating Expenses Payment: Not Applicable

[ARTICLE 17]

1.23 Not Applicable

Chargeback Waiver: Notwithstanding anything to the contrary contained in the EXHIBITS attached

- 1.24 Chargeback Waiver: Notwithstanding anything to the contrary contained in the EXHIBITS attached hereto, the construction chargeback items which Tenant shall be obligated to pay Landlord in connection with the construction of the Leased Premises pursuant to the EXHIBITS shall be waived. Notwithstanding the foregoing, the plan review fee, sprinkler shut down charge, floor tile costs, Temporary Electric, Construction Trash Removal (if applicable), the Construction Deposit and Construction Barricade (if a barricade is required) contained in the EXHIBITS shall not be waived, reduced or capped in any way.
- 1.25 Not Applicable
- 1.26 A. Not Applicable
 - B. Not Applicable
 - C. Not Applicable
- 1.27 Not Applicable
- 1.28 Not Applicable
- 1.29 Not Applicable
- 1.30 Not Applicable
- 1.31 Not Applicable
- 1.32 Not Applicable
- 1.33 Not Applicable
- Material Inducement: Tenant acknowledges that the Guaranty of the Lease is a material inducement to the execution of the Lease by Landlord and that if the Guarantor fails to perform or otherwise breaches any provision of the Guaranty, or if the Guarantor is prevented from performing its obligations under the Guaranty for any reason, including operation of the law, then the same shall constitute a failure of the consideration for the Lease and a default hereunder, and the Lease may be terminated at any time during the Term at Landlord's sole option by giving 60 days prior written notice to Tenant.
- 1.35 Anchors: An "anchor" for all purposes under this Lease is any operation, land, building, store or business, whether occupied or vacant and whether owned or leased, which leases or occupies 30,000 square feet or more of space in the Shopping Center.

1.36 Intentionally Omitted

References to articles are for convenience and designate some of the other provisions where references to the particular Reference Provisions appear. If there is a conflict between a Reference Provision and the other provisions of this Lease, the former shall control.

ARTICLE 1 - Leased Premises, Term and Use

Landlord leases to Tenant and Tenant takes from Landlord in consideration of the covenants and agreements in this Lease, the premises ("Leased Premises") being that portion of the building measured to the center of common walls and the outside faces of exterior walls, on the drawings attached to this Lease and made a part of this Lease as "EXHIBIT A" and "EXHIBIT A-1". The Leased Premises shall include corridors and passageways for the exclusive use of the Leased Premises, columns, stairs, elevators and any construction or equipment located in the Leased Premises, as well as pipes, conduits, electrical wires and drainage lines that directly serve the Leased Premises. The Shopping Center includes all buildings, land, improvements, additions, extensions and deletions which may be made from time to time, and may include adjacent parcels of land not owned, leased or controlled by Landlord but which are operated as an integral part of the Shopping Center. The Leased Premises are described further in the Reference Provisions. If the square footage of the Leased Premises is different than the amount set forth in Reference Provision 1.01, all rental and additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted, and the parties shall execute an amendment to this Lease memorializing the adjustments. If Tenant constructs a mezzanine in the Leased Premises, the square footage of the Leased Premises shall be increased in an amount equal to the square footage of the mezzanine, and all rental, additional rental and amounts based upon the square footage of the Leased Premises shall be proportionately adjusted. The Parties shall execute an amendment to this Lease memorializing the adjustment. A mezzanine shall not be permitted if the Leased Premises are located on an upper level.

EXHIBITS A, A-1 and B are for informational purposes only, and are not a warranty, representation or agreement that the Leased Premises, Shopping Center or other areas will be as shown on the Exhibits, or that other occupants if shown on the Exhibits will be in the Shopping Center. Tenant has not been granted any easements of light, air or access. Tenant's rights are limited to the use and occupancy of the Leased Premises and the license to use the Joint Use Areas as they may exist from time to time, all subject to the terms, covenants, conditions and provisions of this Lease.

- (b) The term of this Lease ("Term") shall begin on the Effective Date and end on the Expiration Date in the Reference Provisions.
- (c) The Leased Premises shall be used and occupied only for the Permitted Use in the Reference Provisions, and for no other use or purpose whatsoever. Unless specifically noted in the Reference Provisions, Tenant does not have exclusive rights to sell any particular merchandise or provide any particular services in the Shopping Center.

ARTICLE 2 - Original Construction

- (a) Landlord may make minor changes to the Leased Premises. Landlord may also make changes, reductions and additions without restriction in other areas of the Shopping Center (including all Joint Use Areas and all buildings and other improvements), whether the changes are requested by other tenants or deemed desirable by Landlord.
- (b) (i) If (1) within 24 months following the Opening Date, construction has not begun on the Shopping Center site, or (2) within 36 months following the Opening Date, the Leased Premises has not been delivered to Tenant by Landlord, this Lease may be terminated by either party by notifying the other in writing, within 30 days thereafter. Tenant releases Landlord and Landlord's contractor from any claim for damages against Landlord or Landlord's contractor for any delay in the date on which the Leased Premises shall be ready for delivery to Tenant.
- (ii) Notwithstanding anything in 2(b) (i) above to the contrary, unless a different contingency period is specifically stated in this Lease, if any conditions or contingencies relative to performance of any obligation hereunder by either party, including but not limited to the obtaining of permits for any reason, are not satisfied within one year after the Effective Date, then this Lease may be terminated by either party effective upon 30 days prior written notice to the other.
- Notwithstanding anything to the contrary contained in this Lease or Exhibits to Lease, Landlord agrees to perform its shall not be required to perform any construction work ("Landlord's Work") in the Leased Premises and Tenant accepts the Leased Premises in its "AS IS" "WHERE AS" condition. substantially in accordance with the Exhibits. Tenant represents and warrants to Landlord that Tenant is familiar with the Leased Premises and with the other improvements previously placed there by Landlord and others. Tenant accepts the Leased Premises, including all improvements, in their present condition "as is" and as suitable for the purpose for which the Leased Premises are leased. Notwithstanding the foregoing, however, Landlord shall, Landlord's expense, on or before the Beginning Work Date, provide a natural gas line to the Leased Premises. All other work on the Leased Premises shall be done by Tenant, at Tenant's expense ("Tenant's Work"). Tenant shall remodel the Leased Premises to its most current prototype in accordance with

this Lease, all exhibits attached thereto and Landlord criteria and in accordance with plans and specifications as first approved by Landlord.

Tenant's Work shall include, but not be limited to, the installation of storefronts and storefront signs, customer entrance doors, floor covering, plastering, interior decorating, wall and ceiling treatment, completion of the air conditioning system and fire sprinkler system, extension of electrical service to the Leased Premises, connection of plumbing lines to Landlord's system, the installation of electric lights and fixtures and all other electrical work. The design and installation of mechanical and electrical systems shall comply with the requirements attached and made a part of this Lease as the Exhibits. All signs and electrical work for the signs shall be installed by Tenant at Tenant's expense. They shall be of such character, design, size and at such locations as Landlord may approve. They shall be in accordance with the Exhibits, which is attached and made a part of this Lease. Tenant agrees not to install any signs until they have been approved by Landlord. Food Court Tenants shall conform to the Design and Operation Criteria contained in EXHIBIT FC "Design and Operations for Food Court Tenants" attached and made a part of this Lease. If Tenant is prevented from beginning construction in the Leased Premises by the Beginning Work Date because of the failure of Landlord to deliver possession of the Leased Premises to Tenant, substantially complete Landlord's Work within the Leased Premises, the Beginning Work Date, the Opening Date and the Rental Commencement Date shall be extended by 1 working day for each working day that Tenant is prevented. The certification of Landlord's architect that Landlord's Work is substantially complete and in accordance with the plans and specifications shall be conclusive and binding upon the parties.

- (d) Approval of the plans and specifications by Landlord shall not create any responsibility by Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. Tenant shall be solely responsible for the plans and specifications. When Landlord has approved Tenant's plans and specifications, Landlord shall return one set of approved plans to Tenant. Such approved plans shall show the date of Landlord's approval and shall be made a part of this Lease as "Exhibit P", whether or not physically attached hereto. Tenant agrees not to begin Tenant's Work until Landlord has approved the plans and specifications.
- (e) Tenant shall begin Tenant's Work by the Beginning Work Date specified in the Reference Provisions, proceed with it diligently and complete it in strict accordance with EXHIBIT P. Upon completion of Tenant's Work Tenant shall provide a certificate furnished by or otherwise satisfactory to Landlord from Tenant's contractor stating that no asbestos-containing materials or other Hazardous Materials as defined in ARTICLE 15 were used in the construction of the Leased Premises. Tenant shall complete the installation of fixtures, trade fixtures, improvements, equipment, stock and inventory prior to the Opening Date.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT IS REQUIRED TO OPEN FOR BUSINESS TO THE PUBLIC IN THE LEASED PREMISES ON OR BEFORE THE OPENING DATE SPECIFIED IN THE REFERENCE PROVISIONS, UNLESS REQUESTED TO DELAY THE OPENING DATE PURSUANT TO ARTICLE 3(b).

If Tenant does not begin Tenant's Work by the Beginning Work Date, Landlord shall have the right to terminate this Lease by notifying Tenant in writing and providing a cure period, not to exceed 5 days. Tenant shall pay Landlord as liquidated damages the cost of any work done by Landlord for Tenant (representing the actual cost plus 15% for overhead), including, without limitation, electrical work, plumbing, concrete floor slabs, and heating and air conditioning equipment and facilities, if any. If Tenant has not completed Tenant's Work and opened its store for business to the public by the Opening Date (subject to ARTICLE 3), Landlord shall be entitled to declare the same a default. In the event that Tenant has not opened its store for business to the public within thirty (30) days after then Opening Date the, in addition to (and not in lieu of) Landlord's other rights and remedies, Tenant's Minimum Annual Rental payment rental shall nevertheless beginning on the Opening Date and continuing until the date Tenant opens for business in the Leased Premises, shall be at the per day rate of the greater of either: (i) 1/10th of the monthly installment of Tenant's Minimum Annual Rental. or (ii) \$1,000.00. Late performance will cause Landlord to incur losses, damages and costs not contemplated under this Lease, the exact amount of which are extremely impractical to fix. The costs include, without limitation, processing and accounting charges. The parties agree that these late charges are liquidated damages, represent a reasonable estimate of Landlord's costs and expenses and are fair compensation to Landlord for the loss suffered by Landlord.

ARTICLE 3 - Rental Commencement Date

- (a) The rental payments shall begin to accrue on **June 15**, **2019** the earlier of the following dates ("Rental Commencement Date"): (i) the Opening Date; or (ii) the date on which Tenant shall open the Leased Premises for business to the public.
- (b) Notwithstanding any provision to the contrary contained in this Lease, if applicable, Tenant agrees if requested by Landlord to delay the opening of the Leased Premises for business in order to coincide with the grand opening of the Shopping Center or a grand re opening in the case of a major renovation ("Grand Opening"). In that event, Tenant's obligation to pay rental shall begin on the Grand Opening Date.

ARTICLE 4 - Rental

Tenant shall pay Landlord as rental for the use and occupancy of the Leased Premises, at the times and in the manner provided, the following sums of money per annum without deduction or set-off and without prior demand:

(a) MINIMUM ANNUAL RENTAL: The Minimum Annual Rental shall be payable in 12 equal monthly installments in advance, upon the 1st day of each and every month during the periods of time specified in the Reference Provisions.

If under ARTICLE 3 rental begins on a day other than the 1st day of a month, the monthly installment of Minimum Annual Rental for the period from the Rental Commencement Date until the 1st day of the month next following shall be prorated accordingly. All past due rental, additional rental, and other sums due Landlord under this Lease shall bear interest from the due date until paid by Tenant, at the rate of 2% above the Prime Rate (as defined below), not to exceed the maximum rate of interest allowed by law in the state where the Shopping Center is located (the "Interest Rate"). The interest shall be deemed to be additional rental. All rental provided for in this Lease shall be paid to Landlord at the address in the Reference Provisions or to another payee or address that Landlord designates.

"Prime Rate" wherever it appears in the Lease means the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks (whether or not that rate has been charged by any bank). If The Wall Street Journal ceases publication of the prime rate, Prime Rate shall mean the highest rate charged by Chase (or its successor) on short term unsecured loans to its most creditworthy large corporate borrowers. If The Wall Street Journal (i) publishes more than one prime rate or base rate, the higher or highest of the rates shall apply, or (ii) publishes a retraction or correction of that rate, the rate reported in that retraction or correction shall apply.

(b) PERCENTAGE RENTAL: Tenant shall pay Landlord as "Percentage Rental" at the times and in the manner provided below, an amount equal to the Percentage Rate of all Net Sales (defined in ARTICLE 5) in excess of the Annual Sales Base for the calendar year specified in the Reference Provisions. In addition to and not in lieu of Percentage Rental, Tenant shall pay to Landlord an amount equal to eight percent (8%) of all monies and other revenues received by Tenant, without regard to the Annual Sales Base, for material and/or information digitally dewnloaded from the internet or any other remote source to any software format now in existence or hereafter created and sold to customers in, at or from the Leased Premises ("Digital Download Rent"). Sale of such software and the material or information contained therein must be within Tenant's Permitted Use. Income received by Tenant resulting from such sales shall be separately stated monthly and otherwise recorded and documented as set forth in Article 6 hereof, but the amount thereof shall not be included in Net Sales applied to the Annual Sales Base in any year. Any Digital Download Rent due from Tenant to Landlord for any month during the Term shall be payable within thirty (30) days after the end of the month in which the monies or other revenues were received.

Beginning on the Opening Date, Percentage Rental shall be paid monthly no later than the 15th day of the month, except that if the Rental Commencement Opening Date is other than the first day of a month, the Net Sales during the first partial month shall be added to the Net Sales of the next month. The amount of each payment of Percentage Rental shall be equal to the amount of Net Sales in excess of the Monthly Sales Base for the immediately preceding month multiplied by the Percentage Rate. The Annual Sales Base and/or the Monthly Sales Base shall be prorated for any partial calendar year upon the basis of 1/12th for each full month of the partial calendar year, plus an amount equal to 1/360ths for each day if the Rental Commencement Opening Date is other than the first day of the month. At the end of each calendar year Percentage Rental shall be adjusted to a calendar year basis and the balance of the Percentage Rental due shall be paid within 60 days after the end of that calendar year (including the last calendar year). If at the end of the calendar year, the amount of the Percentage Rental paid by Tenant exceeds the amount of Percentage Rental required to be paid by Tenant for that calendar year, Tenant shall receive a credit for the excess, and the excess shall be deducted by Tenant from the next payments of Percentage Rental due (or after the last calendar year, Landlord shall refund the excess to Tenant after Landlord's receipt of Tenant's certified statement of Net Sales covering the last calendar year). Each calendar year shall be considered as an independent accounting period for the purpose of computing the amount of Percentage Rental due. The amount of Net Sales of any calendar year shall not be carried over into any other calendar year.

Net Sales during any calendar month in which Tenant does not continuously and without interruption conduct its business shall be deemed to be the greater of: (i) Net Sales during that calendar month or (ii) Net Sales during the calendar month in which Net Sales were the highest. This paragraph shall not apply to any calendar month in which the Leased Premises are closed for business with the prior written consent of Landlord, or if the closing of the Leased Premises is expressly permitted by this Lease.

"Lease Year" for all purposes under this Lease shall mean the 12 calendar months between February 1 through and including the next succeeding January 31. If the Rental Commencement Date is not February 1, then the period from the Rental Commencement Date through and including the next succeeding January 31 shall be a partial Lease Year; "calendar year" for all purposes under this Lease shall mean the 12 calendar months between January 1 through and including December 31. If the Rental Commencement Date is not January 1, then the period from the Rental Commencement Date through and including the next succeeding December 31 shall be a partial calendar year.

(e) ADDITIONAL GROSS LEASABLE AREA MINIMUM ANNUAL RENTAL INCREASE: After the Opening Date, should either (i) the Shopping Center be renovated at a cost in excess of \$50,000.00; (ii) the Shopping Center be expanded by an addition of at least 50,000 feet of leasable area; or (iii) a lifestyle village or wing be added to the Shopping Center regardless of whether such addition occurs as a replacement for an anchor or

not, the Minimum Annual Rental shall automatically be increased in accordance with the Reference Provisions, and the Annual Sales Base shall be increased accordingly. Any such increase shall commonce on the first day after the completion of any of the events set forth in (i)—(iii) above and continue during the remainder of the Term.

- (d) ANCHOR MINIMUM ANNUAL RENTAL INCREASE: For each anchor (as defined in this Lease) that is added to the Shopping Center after the Opening Date, the Minimum Annual Rental shall automatically be increased in accordance with the Reference Provisions, and the Annual Sales Base shall be increased accordingly. The increase shall continue during the remainder of the Term.
- (e) If Minimum Annual Rental or additional rental is not paid within 10 days after it is due, Tenant shall also pay Landlord, as liquidated damages, a late payment fee equal to the greater of \$100.00 or 5% of the delinquent rental for each and every month, or part of every month that the rental remains unpaid. The fee shall not excuse Tenant from the timely payment of rental. If Landlord receives 2 or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Tenant agrees that all future checks shall be either bank certified, cashiers' or treasurers' checks. All bank service charges resulting from bad checks shall be borne by Tenant.
- In addition to Minimum Annual Rental, Tenant shall pay, as additional rental, all sums of money required to be paid pursuant to ARTICLE 4(b) (Percentage Rental), 7 (Taxes), 16 (Environmental Services), 17 (Joint Use Areas and Operating Expenses), and all other sums of money or charges required to be paid by Tenant under this Lease (collectively referred to in this Lease as "additional rental"). All amounts shall be paid to Landlord's Payment Address as shown in Reference Provision 1.10. If the amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as additional rental with the next installment of Minimum Annual Rental falling due, but nothing in this Lease shall be deemed to suspend or delay the payment of any amount of money or charge at the time it becomes due and payable or to limit any other remedy of Landlord. All amounts of Minimum Annual Rental and additional rental payable in a given month (also collectively referred to in this Lease as "rent" or "rental") shall be deemed to be a single rental obligation, and shall survive the expiration of the Term or the earlier termination of this Lease. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord at the time of such payment shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or any letter accompanying such check stating that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check on account without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE 5 - Definition of Total Sales, Gross Sales, and Net Sales

Total Sales is defined as the dollar aggregate of the full amount of the price charged or value received for all goods and merchandise sold, leased, rented, licensed, or delivered, and all charges for all services sold or performed, and all other receipts from all business conducted in, upon, or from, any part of the Leased Premises (including business conducted by Tenant or its parent, subsidiary or affiliate, licensee, concessionaire, or subtenant (each a "Tenant's Affiliate")) whether for cash, by check, on credit, by charge account, exchange, or otherwise, and in any combination thereof, and shall include, but not be limited to, the following transactions: (i) sales or orders received, placed, taken, billed, fulfilled, shipped, picked up by the customer, or delivered to the customer, from or at the Leased Premises by any means, including but not limited to, mail order, electronic, computer, internet, telephone, or other technology based system whether now existing or hereinafter developed; (ii) equipment leased; (iii) reimbursements; (iv) uncollected and uncollectible credit accounts and bank checks and charges for bank credit cards; (v) all deposits not refunded to purchasers; (vi) all money or other value that Tenant or Tenant's Affiliate is entitled to receive; (vii) the value of any gift certificates, gift cards, electronic vouchers, or like instrument, as well as any associated purchase, service, activation or like fee for same; (viii) sales from vending machines; and (ix) any other transactions that Tenant in the normal and customary course of its operations would credit or attribute to Tenant's business conducted in the Leased Premises. Gross Sales is defined as Total Sales less the following exclusions, but only if and to the extent that, each such exclusion is individually itemized and valued by Tenant in its Gross and Net Sales reports submitted to Landlord as required pursuant to the provisions of Article 6: (i) returns of merchandise to shippers and manufacturers; (ii) receipts for the sale of fixtures, equipment or property that are not stock-in-trade, or from any sales not in the ordinary course of Tenant's business; and (iii) the value of any exchange or transfer of merchandise between the Leased Premises and another Tenant store location if made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Leased Premises. Net Sales is defined as Gross Sales less the following deductions, but only if and to the extent that, each such deduction is individually itemized and valued by Tenant in its Gross and Net Sales reports submitted to Landlord as required pursuant to the provisions of Article 6: (i) refunds to customers to the extent and in the amount that the underlying transaction for which the refund is sought was included in Gross Sales; (ii) sales tax, use tax, excise tax, retailer's tax, occupation tax, or similar taxes imposed in a either a specific amount or as determined by Tenant's sales; and (iii) interest, service, finance, or sales carrying charges paid by customers for the extension of credit on purchases if not included in the price.

ARTICLE 6 - Records and Audits

Tenant agrees to accurately record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores), and to maintain sufficient original records which accurately summarize all transactions relating to the Leased Premises (including the sales of any subtenant, licensee or concessionaire). Original records shall include but not be limited to: sales documents, sequentially numbered tapes and readout totals of cash registers or point of sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts

receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns (and all documentation used to prepare the returns), and a complete general ledger. Documentation and itemization of specific sales exclusions shall also be maintained. Records shall be preserved (properly totaled) by Tenant either (a) at the Leased Premises or (b) at the home or regional offices of Tenant (provided Landlord shall be notified in writing of the address at which the records are maintained) and made available to Landlord at the Leased Premises or the offices, upon demand, for a period of at least 3 years after the year in which the sales occurred (however, if any audit is begun by Landlord or if there is a dispute regarding Tenant's Total, Gross, and/or Net Sales, Tenant's records shall be retained by Tenant until a final resolution of the audit or dispute). The receipt by Landlord of a statement of Total, Gross, and/or Net Sales or Percentage Rental shall not constitute an admission of its correctness. Tenant agrees to deliver to Landlord a statement of each month's sales on or before the 5th day of the following month, and by January 31 of each year of the Term an annual statement certified by a Certified Public Accountant or by a financial officer, owner or partner of Tenant, of the Total, Gross, and/or Net Sales made during the preceding year. If the Term expires or is terminated on a date other than December 31, then a like statement for the partial calendar year in which expiration or termination occurs shall be delivered within 30 days after expiration or termination. Landlord shall be entitled, at Landlord's expense, to have at any time and from time to time an audit of the Total, Gross, and/or Net Sales made during any period covered by the annual statement and account and to recalculate the rental payable for that period. If there is a deficiency in the payment of percentage or additional rental, the deficiency shall be immediately due and payable with interest at the Interest Rate, and the interest shall be additional rental, from the date when the payments should have been made. If there is an overpayment by Tenant, it shall be credited by Landlord against payments due. If Total, Gross, and/or Net Sales have been understated by more than 2% or Tenant fails to record, maintain or make available the required sales supporting documentation, Tenant shall be in default, and shall pay the cost of the audit and all other related costs and expenses. If Tenant is late furnishing Landlord any monthly sales statement, Landlord shall have the right, without notice, to conduct an audit at Tenant's sole cost. If Tenant does not furnish the sales documentation referred to above or otherwise impedes Landlord's audit of Tenant's Total, Gross, and/or Total, Gross, and/or Net Sales, Landlord shall be entitled, in addition to Landlord's other rights and remedies, to estimate Tenant's annual Total, Gross, and/or Net Sales as 125% of the Net Sales for the preceding year, and bill Tenant for any Percentage Rental which may be due based upon the estimated Net Sales.

ARTICLE 7 - Taxes

- (i) Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set-off of any (a) ts proportionate share of Property Taxes shall include all real property taxes and assessments which may be levied or assessed against the retail portion of the Shopping Center during the Term by any lawful authority for each calendar year including, without limitation, all Impositions as defined below in this subpart (a)(i) and the cost of any contest, review or negotiation of an assessment by Landlord, as described in (c) below (collectively "Property Taxes"). Property Taxes shall exclude taxes and assessments actually paid by anchors or outparcel occupants for land and buildings owned or leased by anchors and outparcels whether the anchors and outparcels are occupied or vacant and whether or not the real property taxes thereon are separately billed or assessed. Notwithstanding anything to the contrary contained in this Lease, Property Taxes shall include any form of tax or assessment, license fee, license tax, tax or excise on rent, or any other levy, charge, or similar imposition ("Impositions") imposed by any governmental authority or political subdivision having jurisdiction, or any school, agricultural, lighting, drainage, management, roadway, water, levee, utility or other improvement or special assessment district, on any interest of Landlord or Tenant in the Leased Premises, the Shopping Center or the underlying realty. The Impositions shall include but not be limited to: (aa) any partial or total substitute impositions for real property taxes; (bb) any impositions imposed upon owners of real estate (including any water and sewer tax assessment) rather than upon persons generally, as well as any tax which may become a lien on the land, buildings or other improvements in the Shopping Center, or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises; (cc) any Impositions upon this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises, and (dd) any impositions for offsite property or facilities that provide an easement required to be maintained for the benefit of or that serves the Shopping Center.
- (ii) Tenant's proportionate share shall be the product which results by multiplying the Property Taxes (less any payment actually made by variety and specialty stores, and by anchors and outparcels as excluded in subpart (a)(i) above) by a fraction, the numerator of which shall be the number of square feet of floor area in the Leased Premises and the denominator of which shall be the total number of square feet of gross leasable floor area in the main mall building(s) (as determined by Landlord in its sole discretion; hereafter "Main Mall Building(s)") of the Shopping Center which are occupied or producing rent, including the Leased Premises, determined as of August 1 of each year (exclusive of the building areas utilized for non retail exhibits;; recreational purposes, including, without limitation, ice rinks; space operated for a not for profit purpose, including, without limitation, museums; the building areas occupied by anchor buildings and outparcels whether the anchors and outparcels are occupied or vacant and whether or not the portion of Property Taxes thereon are separately billed or assessed; and variety and specialty stores [collectively, the "Excluded Areas"]). Tenant's share of Property Taxes shall not, however, be calculated on the basis of less than 80% of the gross leasable area of the Main Mall Building(s) of the Shopping Center determined as of August 1 of each year (minus the Excluded Areas).
- (iii) Notwithstanding anything to the contrary contained in the Lease, an outpareel may at Landlord's sole discretion be considered part of the Shopping Center for purposes of the definition of Property Taxes and the calculation of Tenant's share of Property Taxes under ARTICLE 7, provided that if the Landlord considers an outpareel to be part of the Shopping Center for such purposes Landlord shall include any payments toward Property Taxes actually made by the outpareel occupant before the calculation of Tenant's share of Property Taxes.

- (b) From time to time, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due with respect to Property Taxes. Such monthly installments shall be paid on or before the 1st day of each calendar month, in advance. If Landlord is required however under a mortgage to escrow Property Taxes, Landlord may, but shall not be obligated to, use the amount required to be escrowed as a basis for the estimate of the monthly installments. Upon confirmation of all Property Tax bills attributed to any calendar year during the Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Property Taxes for that year. If the total amount paid by Tenant for any calendar year during the Term is less than the actual amount due from Tenant for that year, as shown on the statement, Tenant shall pay Landlord the deficiency within 10 days after demand by Landlord. If the total amount paid by Tenant for any calendar year exceeds the amount due from Tenant for that calendar year, Landlord shall credit the excess against payments due. Tenant's liability for its proportionate share of Property Taxes for the calendar years in which this Lease begins and ends shall be subject to a prorata adjustment based on the number of days in those years. Landlord's and Tenant's obligations under this ARTICLE 7 shall survive the expiration of the Term. An official tax bill (or copy), if available, shall be submitted by Landlord to Tenant, upon request by Tenant, and shall be conclusive evidence of the amount of the tax assessed or levied, the items taxed and the installments.
- (e) If Landlord contests, reviews or negotiates any tax or assessment upon the Shopping Center, Tenant agrees to pay its proportionate share of Landlord's expenses, whether third party or internal, including but not limited to legal, tax consultant and appraisal fees. Tenant's proportionate share of such expenses shall be calculated and paid in the manner set forth in ARTICLE 7(a). Tenant shall not have the right to withhold any payments to Landlord notwithstanding anything to the contrary contained in this Lease, nor shall Landlord be obligated to withhold the payment of Property Taxes levied or assessed against the Shopping Center. If Tenant pays an amount in excess of its proportionate share of Property Taxes for any year as the result of a subsequent reduction in total Property Taxes for that year, the excess shall be refunded to Tenant (the "Net Refund") when all refunds to which Landlord is entitled from the taxing authority for that year are received by Landlord. The term "Net Refund" means the refund plus interest, if any thereon less appraisal, engineering, expert testimony, attorneys', printing and filing fees and all other costs and expenses of the contest, review or negotiation to the extent that such fees, costs and expenses have not been previously included in taxes under this ARTICLE 7, and less an administrative fee equal to 15% of the original refund.
- (d) Notwithstanding anything to the contrary in this Article 7 or elsewhere in this Lease, any excise, transaction, sales or privilege tax (except income, transfer, estate or inheritance tax) imposed upon Landlord on account of, attributed to, or measured by rental or other charges payable by Tenant shall not be considered Property Taxes and shall be paid by Tenant to Landlord.

ARTICLE 8 - Subordination and Attornment

- (a) Tenant's rights shall be subordinate to the interest of any ground lessor and to the lien of any mortgage or deed of trust in force or later placed against the Shopping Center, upon any building placed later upon the Shopping Center and to all advances made upon the security thereof. No ground lessor nor the mortgagee or beneficiary named in the mortgage or trust deed shall disturb Tenant's peaceable possession of the Leased Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or trust deed to this Lease. This ARTICLE 8(a) is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any subordination agreement requested by Landlord, any mortgager or beneficiary of Landlord upon written request. Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.
- (b) If any proceedings are brought for foreclosure, or if the power of sale under any mortgage, deed of trust or deed to secure debt made by Landlord covering the Leased Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.
- (c) Landlord covenants that it is or will be a party to a certain agreement or agreements with the anchors in the Shopping Center (the "Agreement"), which may be amended from time to time. The Agreement shall not prevent Tenant from using the Leased Premises for the purpose set forth in Reference Provision 1.03. This Lease is subject and subordinate to the Agreement and any amendments to or modifications of the Agreement.
- (d) Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Shopping Center or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

ARTICLE 9 - Additional Construction

Landlord reserves the right at any time to make alterations or additions to, subdivide, change the building dimensions and storefront lines, build additional stories on the building in which the Leased Premises are contained or on any other building or buildings in the Shopping Center, and to build adjoining the Shopping Center. In the exercise of its rights, Landlord agrees to use reasonable efforts to avoid interruption of Tenant's business. Landlord also reserves the right at any time to construct other buildings, structures or improvements including, but not limited to, surface, elevated or double-

deck parking facilities and to erect temporary scaffolds and other aids to construction. Landlord agrees that it will make no changes to the Joint Use Areas which will materially and adversely obstruct visibility of or materially and adversely affect access to and from the Leased Premises through Tenant's existing storefront entrance. Notwithstanding the foregoing, this shall not be deemed to prohibit or otherwise restrict the placement by Landlord of mall plantings, kiosks, mall seating, mall directories, and mall amenities in the Joint Use Areas adjacent to or in front of the Leased Premises. Moreover, the foregoing provisions of this paragraph shall not apply in instances where access or visibility is temporarily affected as a result of repairs, remodeling, renovation or other construction.

Landlord shall have the right at any time upon 90 days' notice ("Relocation Notice"), to relocate the Leased Premises to another location within the Shopping Center ("Substitute Space") in the area as set forth on Exhibit R ("Relocation Area"), containing approximately the same amount of floor area as the Leased Premises. Landlord shall pay the cost of improving the Substitute Space to a comparable condition that existed in the Leased Premises, and for all reasonable moving expenses incurred by Tenant. Tenant shall, upon delivery of the Substitute Space to Tenant, install its fixtures, furniture and equipment in the Substitute Space prior to opening for business in the Substitute Space and Tenant shall open for business in the Substitute Space within 30 days after delivery of the Substitute Space to Tenant. Landlord agrees to reimburse Tenant for Tenant's actual, reasonable, third party, out of pocket costs attributable to Tenant's relocation of Tenant's fixtures, furniture and equipment into the Substitute Space in an amount not to exceed \$30,000.00. Provided Tenant has furnished Landlord with all invoices related to such expenses within 30 days of Tenant opening in the Substitute Space, then Landlord shall reimburse Tenant for all actual, reasonable third party costs for such relocation activities such amount not to exceed thirty thousand dollars (\$30,000.00). Minimum Annual Rental shall abate during any period Tenant is unable to be open for business due to the relocation.

Tenant has the option to accept or reject the Substitute Space by written notice given within thirty (30) days of receipt of Landlord's Relocation Notice. Tenant shall not unreasonably withhold or delay its acceptance of the Substitute Space.

In the event Tenant does not send notice of its acceptance or rejection of the Substitute Space within 30 days after receipt of Landlord's Relocation Notice, Landlord shall have the right to either deem that Tenant has accepted the Substitute Space by Tenant's failure to reject the Substitute Space by written notice to Landlord, or terminate this Lease for the Leased Premises upon 30 days' written notice to Tenant.

In the event Tenant rejects the Substitute Space by written notice to Landlord, Landlord or Tenant shall have the right to terminate this Lease for the Leased Premises upon 30 days' notice to the other. Notwithstanding the foregoing, however, in the event Tenant elects to terminate the Lease, Landlord shall have the right to rescind the Relocation Notice and, in such event, Tenant's notice of termination shall be of no force or effect.

In the event that Tenant rejects the Substitute Space, and Landlord has not rescinded the Relocation Notice, the Lease shall terminate within 30 days of Tenant's written rejection of the Substitute Space and Tenant shall vacate the Leased Premises within said 30 day period in the manner as set forth in the Lease including, but not limited to, ARTICLE 24.

ARTICLE 10 - Condition of Leased Premises

Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance of the Leased Premises in good order and satisfactory condition and "as-is", including patent and latent defects. Tenant agrees that no representations about the condition of the Leased Premises, nor promises to decorate, alter, repair or improve the Leased Premises have been made by Landlord or its agents to Tenant. Tenant also agrees that no representations have been made to Tenant that any other tenants will lease space in the Shopping Center nor have any promises been made that Tenant has the exclusive right to sell any merchandise, goods or services. Tenant hereby waives any implied warranties, including but not limited to fitness, suitability and habitability.

ARTICLE 11 - Repairs and Maintenance

Landlord shall be responsible for all structural repairs to the Leased Premises. Landlord shall not be responsible for damage or personal injury caused by any defects or other conditions, or the consequences thereof, except in the case of Landlord's gross negligence or willful misconduct. Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises, including without limitation damage by water leakage, seepage, water discharge from a sprinkler system or water damage caused by leakage from other occupants unless due to Landlord's gross negligence or willful misconduct. Beginning on the date Tenant takes possession of the Leased Premises, Tenant shall be liable for the repairs, replacements and maintenance of the Leased Premises, except those for which Landlord is responsible under this ARTICLE 11. Tenant shall keep the Leased Premises in good order and repair, clean, sanitary and safe and shall notify Landlord, in writing, prior to beginning any repair. The notice shall specify the repair work to be performed. Tenant's repairs, replacements and maintenance obligations shall include, but not be limited to, its heating and cooling equipment; other equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities which are not Landlord's obligation; walls; ceilings; and plate glass. Tenant shall be solely responsible for maintenance and repair costs related to the Leased Premises. Tenant agrees to keep the interior of the Leased Premises in a clean and sightly appearance. If Tenant refuses or neglects to make repairs or maintain the Leased Premises, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, to make the repairs or perform the maintenance on behalf of Tenant. Tenant shall reimburse Landlord promptly upon receipt of a bill. The interior and storefront of the Leased Premises shall be painted, redecorated and refurbished by Tenant at least once every 5 years. Landlord has no obligation to do work which Landlord is not expressly required to perform under this Lease or which, under this Lease, Tenant is required to perform. The performance of that work by Landlord shall not constitute a waiver of Tenant's default.

ARTICLE 12 - Alterations

Tenant shall not make any structural, electrical, storefront, exterior, major interior or mechanical alterations to the Leased Premises without obtaining the written consent of Landlord. Tenant shall not interfere with any work in the Shopping Center, and shall not cause the closing, interruption or impairment of Tenant's normal conduct of business. All alterations, additions, improvements and Tenant's Work shall become, upon expiration of the Term, or the earlier termination of this Lease, the property of Landlord without any payment by Landlord. All such work by Tenant shall be made under the supervision of a competent architect or competent licensed structural engineer and shall be in accordance with plans and specifications approved in writing by Landlord before the start of the work. Landlord's approval of Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with laws or rules and regulations. The work shall be in accordance with necessary governmental approvals and permits. Tenant shall obtain approvals and permits at its sole expense. The work shall be done in a good and workmanlike manner and diligently prosecuted to completion. The Leased Premises shall at all times be a complete unit except during the performance of work. Work done by Tenant without Landlord's consent shall be returned to its original condition, at Tenant's expense, upon request by Landlord.

Notwithstanding anything to the contrary contained in this Article 12 and provided Tenant is not in default under this Lease, Tenant shall have the right to make non-structural, non-mechanical, interior alterations to the Leased Premises without first obtaining Landlord's prior written consent provided that: (i) the interior alterations shall be completed in a good and workmanlike manner in accordance with Landlord's design criteria for the Shopping Center; (ii) the alterations do not affect the mechanical, plumbing, electrical, HVAC, life, safety, or other operating systems located in the Shopping Center, or the structural components of the building, or require penetration of the roof or the floor or ceiling of the Leased Premises; (iii) Tenant shall not make any alterations or additions to the storefront, exterior or roof of the Leased Premises without the prior written approval of Landlord; (iv) the cost of any such interior alterations shall

not exceed Ten Thousand and 00/100 Dollars (\$10,000.00), in the aggregate, per year; (v) Tenant shall not construct a mezzanine in the Leased Premises nor increase the size of an existing mezzanine without the prior written approval of Landlord. (vi) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, causes of action, damages and liabilities sustained by Landlord, as a result of any work performed by Tenant, its employees, agents, sublessees, assignees, licensees, contractors or subcontractors; (vii) the value of the Leased Premises is not diminished thereby and the general appearance of the Leased Premises is not changed; and (viii) such alterations, and the performance thereof, shall otherwise be in compliance with the terms and provisions contained in this ARTICLE 12, except for the requirement of Landlord's consent. All alterations and additions which require Landlord's approval according to this ARTICLE 12 shall be conducted under the supervision of a competent architect, store designer or licensed structural engineer pursuant to plans and specifications approved prior to construction by Landlord. All work done in making any alterations or additions shall conform to the construction standards of this Lease and its Exhibits. Upon the completion of any addition or alteration, Tenant shall file in the office of the County Recorder of the county in which the Shopping Center is located, a Notice of Completion as may be required by law. Upon the expiration of the term of this Lease or its earlier termination, all additions and alterations shall be considered improvements and shall be surrendered with the Leased Tenant shall not impede access to the premises of any Premises. other tenant in the Shopping Center during construction of alterations or additions.

ARTICLE 13 - Fixtures and Personal Property

Trade fixtures, signs and other personal property of Tenant not permanently affixed to the Leased Premises shall remain the property of Tenant. Tenant shall have the right, provided Tenant is not in default, to remove its trade fixtures, signs and other personal property. Tenant shall not however, during the Term, render the Leased Premises unsuitable for conducting the type of business specified in Reference Provision 1.03 by removing personal property unless Tenant immediately replaces it with personal property of comparable or better quality. Tenant, at its expense, shall immediately repair damage to the Leased Premises caused by the removal of such trade fixtures, signs and other personal property. Upon the expiration or earlier termination of this Lease, Tenant shall leave the Leased Premises in a neat and clean condition, free of debris. All trade fixtures, signs, and other personal property installed in or to the Leased Premises by Tenant must be new or like new when installed or attached. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation in the Leased Premises as well as upon its trade fixtures, leasehold improvements (including but not limited to merchandise and other personal property in, on or upon the Leased Premises). If Tenant's property is assessed with Landlord's property, the assessment shall be equitably divided between Landlord and Tenant. Landlord shall determine the basis of prorating the assessments and that determination shall be binding. No taxes, assessments, fees or charges referred to in this ARTICLE 13 shall be considered Property Taxes under ARTICLE 7. Tenant's obligation to perform the provisions of this ARTICLE 13 shall survive the Expiration Date or the earlier termination of this Lease.

ARTICLE 14 - Liens

Tenant shall not permit a lien or claim to attach to the Leased Premises and shall promptly cause the lien or claim to be released. If Tenant contests the lien or claim, Tenant shall indemnify Landlord and, if requested, deposit with Landlord a cash or surety bond in a form and with a company satisfactory to Landlord in an amount equal to twice the amount of the contested lien or claim. If Tenant shall fail to cause a lien to be discharged or bonded, within 10 days after being notified of the filing of the lien, in addition to any other right or remedy, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, together with interest at the Interest Rate and all costs and expenses, including reasonable attorneys' fees incurred by Landlord, shall be due and payable by Tenant to Landlord as additional rental on the 1st day of the next following month. Tenant shall immediately give Landlord written notice of the recording of a lien against the Leased Premises or the Shopping Center arising out of work done by or at the direction of Tenant.

ARTICLE 15 - Laws and Ordinances

- (a) Tenant shall comply with all laws, ordinances, codes, orders and regulations affecting the construction, use, occupancy, alteration, cleanliness, safety and operation of the Leased Premises, which are in force now or later. Tenant shall comply with the regulations, requirements and recommendations of any insurance underwriter, inspection bureau or similar agency. Tenant shall notify Landlord if Tenant has received notice of, or has knowledge of any condition or occurrence that might result in liability to Landlord. Tenant shall give Landlord, upon Landlord's request, information regarding the environmental condition of the Leased Premises so Landlord can determine if Landlord must comply with any rule, regulation, order, act, law or statute pertaining to the environmental condition of the Leased Premises or the Shopping Center, and for Landlord to accurately complete a form or otherwise provide information required under any rule, regulation, order, act, law or statute. Tenant shall permit Landlord to comply with those recommendations and requirements. In addition, Tenant agrees to comply, to the extent that the same may be applicable to the Leased Premises and as same may be amended from time to time, with the standards and requirements of the Williams-Steiger Act (PL91-596), known as the "Occupational Safety and Health Act of 1970," notwithstanding the fact that Tenant may otherwise be exempted from the provisions of said Act, and the Americans with Disabilities Act of 1990.
- (b) Tenant shall not: (i) permit an immoral practice in the Leased Premises; (ii) use or allow the Leased Premises to be used or occupied in a manner that might invalidate or increase the rate of or make inoperative an insurance policy carried on the Leased Premises or on property, buildings or improvements in the Shopping Center; (iii) keep, use or permit in the Leased Premises inflammable fluids or explosives without the prior written permission of Landlord, or engage in hazardous activities; (iv) use the Leased Premises for a purpose which might create a nuisance or injure the reputation of the Leased Premises or the Shopping Center; (v) deface or injure the Leased Premises or any portion of the Shopping Center; (vi) overload the floors; (vii) commit or suffer waste; (viii) install electrical equipment that overloads lines; or (ix) conduct any sampling, testing, or drilling to locate any Hazardous Material without Landlord's prior written approval. Tenant shall, upon demand, reimburse Landlord for extra premiums caused by Tenant's use or occupancy of the Leased Premises, whether or not Landlord has consented to the use and occupancy. A schedule issued by the organization making the insurance rates on the Leased Premises, showing the components of the rates, shall be conclusive evidence of the items and charges which make up the hazard and other insurance rates on the Leased Premises. Tenant shall, at Tenant's expense, make from time to time whatever changes are necessary to comply with the requirements of the insurance inspectors, underwriters and governmental authorities in connection with electrical and fire prevention systems and equipment.
- (c) Tenant shall not have a claim against Landlord, and Landlord shall not be liable for damages, demands, expenses, fees, fines, penalties, suits, proceedings, claims, actions and causes of action arising out of or in any way connected with Tenant's use or occupancy of the Leased Premises, if the use or occupancy is prohibited or substantially impaired by any law, ordinance, regulation or by legal, governmental or other public authority.
- Tenant shall not cause or permit any Hazardous Material (defined below) to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Leased Premises or the Shopping Center (collectively "Property") by Tenant, its agents, employees or contractors. Tenant shall notify Landlord immediately of the presence of or disposal of Hazardous Material on or near the Leased Premises, and of any notice by a party alleging the presence of Hazardous Material on or near the Leased Premises. However, Hazardous Materials brought upon, transported, used, kept or stored in or about the Property which is necessary for Tenant to operate its business for the use permitted under Reference Provision 1.03 of this Lease shall be brought upon, transported, used, kept and stored only in the quantities necessary for the usual and customary operation of Tenant's business and in a manner that complies with: (i) all laws, rules, regulations, ordinances, codes or any other governmental restriction or requirement of all federal, state and local governmental authorities having jurisdiction and regulating the Hazardous Material; (ii) permits (which Tenant shall obtain prior to bringing the Hazardous Material in, on or about the Property) issued for the Hazardous Material; and (iii) all producers' and manufacturers' instructions and recommendations, to the extent they are stricter than laws, rules, regulations, ordinances, codes or permits. If Tenant, its agents, employees or contractors, in any way breaches the obligations in the preceding sentence; or if the presence of Hazardous Material on the Property caused or permitted by Tenant results in the release or threatened release of Hazardous Material on, from or under the Property; or if the presence on, from or under the Property of Hazardous Material otherwise arises out of the operation of Tenant's business then, without limitation of any other rights or remedies available to Landlord under this Lease or at law or in equity, Tenant shall indemnify, defend, protect and hold harmless Landlord (and Landlord's parents, subsidiaries, affiliates, employees, partners, agents, mortgagees or successors to Landlord's interest in the Leased Premises) (collectively "Indemnity") from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, costs, liabilities, losses or expenses (including, without limitation, attorneys', consultants' and experts' fees and any fees by Landlord to enforce the Indemnity) which arise during or after the Term as a result of Tenant's breach of the obligations or the release or contamination of the Property, including, without limitation: diminution in value of the Property; damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the Property; damages arising from any adverse impact on the sale or lease of the Property; and damage and diminution in value to the Property or other properties, whether owned by Landlord or by 3rd parties. This Indemnity includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on, under or originating from the Property. Without limiting the foregoing, if the presence of Hazardous Material on the Property caused or permitted by Tenant results in the contamination, release or threatened release of Hazardous Material on, from or under the Property or other properties, Tenant shall promptly take all actions at its sole cost and expense which are necessary to return the Property and other properties to the condition existing prior to the introduction of the Hazardous Material; provided that Landlord's written approval of the actions shall be obtained first (which approval shall not be unreasonably

withheld) and so long as such actions do not have or would not potentially have any material, adverse long-term or short-term effect on Landlord or on the Property or other properties. This Indemnity shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Property. "Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) a petroleum product, crude oil or any faction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601), as all of the foregoing may be amended from time to time.

<u>ARTICLE 16 – Environmental Services</u>

- (a) Tenant shall pay for all utilities used in the Leased Premises during the Term. Tenant shall, if required by Landlord or applicable code, provide and pay for its own meters for heat, air conditioning, water, gas, electricity and all other utilities, and shall pay all water and sewage charges (and all other charges for utilities used in the Leased Premises), rentals and taxes imposed by governmental authority or otherwise. Landlord may at its election provide Tenant with or designate a third party provider to provide Tenant with any or all of the utilities used in the Leased Premises. If Landlord or its designee provides Tenant with the utilities used in the Leased Premises, Tenant shall purchase such utilities from Landlord or its designee and may not purchase such utilities from any other source. Landlord agrees, however, that the charge to Tenant for utilities furnished by Landlord shall not exceed that which Tenant would be required to pay for if Tenant purchased such utilities, with a comparable level and quality of service and equipment, directly from the local public utility company, but not less than Landlord's cost to provide such utilities.
- (b) Heating, ventilation and air conditioning for the Leased Premises will be in accordance with the EXHIBITS.
- (c) Tenant shall be responsible for completing the installation of the heating, ventilation and air conditioning system within the Leased Premises, as provided for in the EXHIBITS. Tenant, at Tenant's expense, shall maintain the heating, ventilation and air conditioning equipment which exclusively serve or are within the Leased Premises. Tenant shall use best efforts to conserve energy in the operation of its heating, ventilation and air conditioning. Tenant shall upon request by Landlord supply Landlord with evidence satisfactory to Landlord that Tenant is fulfilling Tenant's obligations under ARTICLE 16 of the Lease to maintain the heating, ventilation and air conditioning equipment within the Leased Premises.
- (d) Landlord has, at its cost and expense, preinstalled a potable water distribution system and a sewer system which will provide water and sewer service to the Leased Premises in accordance with the EXHIBITS. Tenant, at Tenant's expense, shall be responsible for completing the installation of the water and sewer systems within the Leased Premises in accordance with the EXHIBITS.
- (e) If Tenant shall require natural gas for the normal operation of Tenant's business, such utility service shall be available in accordance with the EXHIBITS. All natural gas service shall be arranged by the Tenant and all such work shall be done in accordance with the EXHIBITS.
- (f) In addition to the Minimum Annual Rental, Tenant shall pay, as additional rental, in advance on the first day of the month during the Term (prorated for any fractional month), without deduction set-off of any kind, a charge to Landlord for any services furnished by Landlord to the Leased Premises under this Article 16 (the "Environmental Charge"). In the event of any dispute, Tenant shall pay the bill for all such utility furnished to the Leased Premises in accordance with Landlord's billing, and such payment shall not prejudice Tenant's position. The Environmental Charge shall be adjusted from time to time by Landlord's engineer, shall be initially based on a typical store layout that is comparable to Tenant's utility usage and shall be subject to adjustment by Landlord from time to time. If Tenant fails to make any applicable payment of the Environmental Charge to Landlord within ten (10) days from the date such payment is due, or upon failure of Tenant to pay any other sums of rental or other charges due under the provisions of this Lease in full, Landlord may, without limitation, cut off and discontinue any such utilities furnished by Landlord to the Leased Premises, without any liability to Landlord.
- (g) If Landlord or Landlord's third party designee is furnishing utilities to Tenant during the Term, Landlord or such designee may cease furnishing any of such utilities without responsibility to Tenant except to connect or cause to be connected to the service facilities another available source of supply. Notwithstanding anything contained in this Lease to the contrary, Landlord or such designee shall not be responsible or liable for damages or injuries sustained by Tenant or those claiming by, through or under Tenant, because of the interruption, discontinuance, quality or quantity of any utility used in or for the Leased Premises, (whether or not supplied by Landlord or such designee, and regardless of the reason or cause of the interruption or discontinuance). Tenant shall not be relieved from the performance of its obligations if an interruption or discontinuance occurs. Landlord may take any energy

management measures it deems necessary for energy conservation including, but not limited to, control of all Tenant's energy consumption.

- (h) Landlord shall keep in good order and repair and shall maintain the telephone raceway and interface wiring system and shall make any necessary repairs to or replacements of such telephone raceway and/or interface wiring system (except that Landlord's obligation shall not include repair or replacement of service extensions, wiring or other telephone systems exclusively servicing the Leased Premises and that Tenant shall reimburse Landlord for any and all repairs thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors
- Tenant agrees that garbage and refuse shall be kept in an adequate container so as not to be visible to the public, within the Leased Premises, for collection at reasonable times specified by Landlord and at Tenant's cost. In lieu and instead of the foregoing provisions of this subsection (i), Landlord, or a contractor selected by the Landlord, at its option, may purchase or lease a garbage compactor for the use of tenants and occupants of the Shopping Center. If Landlord, or a contractor selected by the Landlord, purchases or leases said garbage compactor for the use of tenants in the Shopping Center, then Tenant agrees to use the same for the disposal of its garbage and refuse to the exclusion of all other garbage collection companies. Tenants shall pay monthly, in advance, the charges therefor, based upon Landlord's, or a contractor selected by Landlord, reasonable estimate of the amount of the refuse and garbage generated and the frequency of use by Tenant. Tenant shall cause its garbage and refuse to be taken to such garbage compactor within the Shopping Center; and it is understood and agreed that Tenant's monthly charge as aforementioned will not include pick-up service. The aforementioned monthly charge as estimated by Landlord, or a contractor selected by Landlord, shall be adjusted from time to time based upon the garbage generated by Tenant and/or changes in rates for refuse collection. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers. In addition to the foregoing, Landlord may cause the removal of all debris, rubbish, material and equipment during the construction of Tenant's store and/or during the time preceding the initial opening date of the Shopping Center, and charge the cost thereof to Tenant as provided in the EXHIBITS. Tenant shall pay Landlord such charge within 10 days of billing.
- (j) During the Term, Landlord shall keep in good order and repair and shall maintain the sprinkler system in the Leased Premises, including checking, testing and servicing thereof, and shall make any necessary repairs to or replacements of such sprinkler system except that Tenant shall pay any and all charges billed by Landlord in connection with all repairs and replacements thereto necessitated by any acts, omissions to act or negligence of Tenant or Tenant's agents, employees and contractors. All modifications to such sprinkler system that Tenant may desire shall be performed as provided in the Exhibits. Should the utility company furnishing water to the Shopping Center levy, assess or impose upon Landlord a sprinkler system backup charge, then Tenant shall pay to Landlord its proportionate share thereof, which shall be in an amount equal to the product obtained by multiplying said charge by a fraction, the numerator of which shall be the gross leasable area of the Leased Premises and the denominator of which shall be the gross leasable area in the Shopping Center served by such sprinkler system determined as of the date such charge is billed to Tenant; and shall be paid by Tenant within 10 days after billing by Landlord.

ARTICLE 17 - Joint Use Areas and Operating Expenses

- (a) The "Joint Use Areas" shall consist of all parking areas, parking facilities, approaches, streets, sidewalks, malls, driveways, loading platforms, canopies, elevators, escalators, ramps, storm drainage facilities, exits, entrances, sprinkler mains, landscaped areas, comfort stations, light facilities, computer facilities, cable facilities, telecommunications facilities, washrooms, lounges and shelters, utility lines, roofs, roadways and other facilities available for joint use or benefit designated by Landlord, as they may from time to time exist and be available to the tenants in the Shopping Center, their employees, officers, agents, customers, licensees and invitees.
- (b) Landlord shall, subject to events beyond its reasonable control, maintain or cause to be maintained the Joint Use Areas in good order and repair. The Joint Use Areas and other facilities in and about the Shopping Center shall at all times be subject to the control and management of Landlord and other parties that Landlord may designate. Landlord shall have the right at any time to redesignate, modify, alter, close, restrict, expand, reduce and change the Joint Use Areas. Landlord shall also have the right to permit entertainment events, the placement of kiosks, carts, advertising and other displays in the Joint Use Areas, and to convert the Joint Use Areas into retail areas. The activities and uses may be temporary or permanent.
- (c) (i) Operating Expenses shall consist of all expenditures relating to operating, managing, equipping, policing, protecting, lighting, repairing, cleaning, replacing and maintaining the Joint Use Areas in the same or improved condition as when originally installed, including any rental and lease payments paid for machinery and equipment used in the maintenance of the Joint Use Areas and the personnel costs to implement those services, compliance with statutes, laws, codes, rules and regulations, even if applicable after the Effective Date; maintaining parking spaces for employees, customers and other parties; music; maintenance of the roof; removal of snow, ice, rubbish, dirt and debris; garbage collection service; planting, replanting and replacing flowers and landscaping; costs and expenses of utilities including, but not limited to, maintaining lighting facilities and storm drainage and detention systems (whether on or off the Shopping Center); sewage treatment plant; domestic water wells, pumps, and similar facilities and equipment; heating and cooling the enclosed portion of the Shopping Center; pest extermination; the alarm service charge if a supervised fire sprinkler alarm system is installed; premiums for liability, property, damage, fire and rental interruption insurance (if carried by Landlord); the cost of the personnel reasonably required to implement all of the foregoing, including the policing of the Joint Use Areas and the directing of traffic and parking of automobiles on the parking area; insurance aggregate allocations and losses borne

by Landlord as a result of deductibles or self-insured retention limits carried by Landlord under an insurance policy or self insurance by Landlord; costs of adjusting an insured casualty; wages; unemployment, social security and personal property taxes; all other expenditures made for the use or benefit of the Joint Use Areas; direct or indirect costs of advertising, marketing and promotion of the Shopping Center as set forth in Article 37, including the cost of marketing and customer service personnel,; and maintenance of the sprinkler grid in tenant spaces of the Shopping Center.

(ii) Tenant shall bear no responsibility or liability for any costs, expenses or charges relating to Operating Expenses except for the payment of Minimum Annual Rental as set forth in Reference Provision 1.07. Effective upon the Rental Commencement Date, Tenant shall pay, without deduction or set off of any kind, the Operating Expenses Payment, which for the calendar year stated in Reference Provision 1.22 shall be the amount specified in Reference Provision 1.22. Tenant's Operating Expenses Payment shall increase on the 1st day of each subsequent calendar year by *%. As Tenant's obligation to pay the Operating Expenses Payment is predetermined and not subject to adjustment except as expressly provided herein, Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the Operating Expenses Payment. Landlord shall have the right, in its sole and absolute discretion, to allocate all or a portion of any of Tenant's payments under this Lease including, but without limitation, Minimum Annual Rental and Operating Expenses Payment, toward Operating Expenses.

ARTICLE 18 - Damage to Leased Premises

If the Leased Premises are damaged, destroyed or rendered partially untenantable by fire or other insured casualty, Landlord shall promptly repair and restore the Leased Premises in accordance with Landlord's Work. From the date of the fire or casualty until the Leased Premises are repaired and restored, Minimum Annual Rental and additional rental, except for any additional rental due under ARTICLE 7, shall abate in the proportion that the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises. Landlord shall not be required to repair or restore the Leased Premises or any part of the Shopping Center as the result of an uninsured casualty. If 50% or more of either the Leased Premises or the Shopping Center is destroyed or rendered untenantable by fire or other casualty during the last 3 years of the Term (based upon the replacement cost compared with the market value of the improvements immediately prior to the fire or other casualty as shown by the certificate of Landlord's architect), either party shall have the right to terminate this Lease. The termination shall be effective on the date of casualty by Landlord or Tenant giving the other, within 90 days after the casualty, written notice of termination. If the notice is given within the 90 day period, this Lease shall terminate and Minimum Annual Rental and additional rental shall abate from the date of the casualty. Landlord shall promptly repay Tenant any rental paid in advance which had not been earned at the date of the casualty. If the notice is not given and Landlord is required or elects to repair or rebuild the Leased Premises, Tenant shall repair and replace its merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property to a condition at least equal to its condition prior to its damage or destruction and, if Tenant has closed, Tenant shall promptly reopen for business. Landlord shall not be required to expend more for repair or restoration of the Leased Premises or the Shopping Center than the amount of insurance proceeds paid Landlord (or, if Landlord is self-insured, the amount of insurance proceeds which would have been paid Landlord if Landlord was not self-insured). Except as expressly provided to the contrary, this Lease shall not terminate nor shall there be an abatement of Minimum Annual Rental or additional rental as the result of a fire or other casualty.

ARTICLE 19 - Insurance

- (a) Landlord agrees to carry, or cause to be carried, the following insurance coverages and types:
 - (i) Workers' Compensation Insurance in statutory amounts;
 - (ii) Employer's Liability Insurance in the amount of \$1,000,000 per person for each accident, or disease;
 - (iii) Commercial General Liability Insurance on the Joint Use Areas providing coverage of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate.
 - (iv) Commercial Property Insurance including special form perils endorsement insuring Landlord's property in the Shopping Center for the full replacement value. This insurance will exclude Tenant's Work and Tenant's merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture and other personal property).
 - (v) Landlord will have the right to carry or cause to be carried additional types of insurance in whatever limits Landlord chooses, including coverage under blanket insurance policies which may be allocated by Landlord among the properties owned or managed by Landlord which in Landlord's opinion Landlord deems appropriate.

- (b) Tenant agrees to carry the following insurance coverages and types:
 - (i) Workers' Compensation Insurance in statutory amounts;
 - (ii) Employer's Liability Insurance in the amount of \$1,000,000 per person for each accident, or disease:
 - (iii) Commercial General Liability Insurance including products and completed operations coverages of not less than \$1,000,000 per occurrence, with a \$2,000,000 per location aggregate (for Shopping Centers in the states of New York, Texas and California these limits shall be \$3,000,000 per occurrence with a \$5,000,000 per location aggregate). The fire legal liability limit shall be not less than \$1,000,000. This policy shall include Contractual Liability coverage. This policy shall also include an Additional Insured Endorsement containing the names of the Additional Insureds identified below. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. Any deductible/self-insured retention in excess of \$5,000 per occurrence requires Landlord's written consent.
 - (iv) Commercial Property Insurance including special form perils endorsement insuring Tenant's property, including plate glass, in the Shopping Center for the full replacement value, without deduction for depreciation. This policy shall have an Agreed Value Endorsement. This insurance must include all of Tenant's work, improvements and betterments, Tenant's inventory, merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property). Tenant shall insure for loss from flood, including coverage for water damage from all causes including but not limited to sprinkler damage, sewer discharge or backup, water line breakage, and overflow from other tenant's spaces or from the Joint Use Areas. Where available, Tenant shall insure for earthquake. Landlord shall be named as a loss payee with respect to the coverage for Tenant's betterments and improvements. The policy must have a Waiver of Subrogation endorsement in favor of all Additional Insureds. The deductible/self-insured retention shall not exceed \$5,000 per occurrence without Landlord's written consent.
 - (v) Loss of Business Income Insurance, including Extra Expense and Contingent Business income coverage. The insurance limits for this insurance shall be based upon a minimum of 12 months business income with a 60-day extended period of indemnity endorsement.
 - (vi) Boiler and Machinery insurance, including mechanical breakdown, covering rooftop HVAC units and any separate heating units or boilers which serve only the Leased Premises. Such coverage shall be for the full replacement value of the units without deduction for depreciation.
 - (vii) If in Landlord's reasonable judgment there is a need for additional or different types of insurance, Tenant shall obtain upon Landlord's request the insurance at Tenant's sole expense.
 - (viii) Automobile liability coverage, including owned, non-owned and hired automobiles (to the extent used in the conduct of Tenant's business), with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage.
 - (ix) If Tenant sells or serves alcoholic beverages, Tenant shall obtain and maintain, at all times during the Term, Liquor Liability Insurance with policy limits of not less than \$2,000,000.00 per occurrence, naming Landlord and such additional parties as listed in (e) below as Additional Insureds. If Tenant fails to obtain or to continue this coverage, Tenant shall immediately discontinue selling and serving alcoholic beverages from the Leased Premises.
 - (x) If Tenant performs professional services on the Leased Premises Tenant shall obtain and maintain, at all times during the Term, Professional Liability insurance appropriate to the service provider's profession, with policy limits of not less than \$1,000,000 per occurrence or loss. This insurance shall not exclude coverage for bodily injury.
- (c) All policies of insurance (including policies of Tenant's contractors and subcontractors) shall contain a Waiver of Subrogation Endorsement in favor of all Additional Insureds. If Tenant is permitted to self-insure for any of the insurance coverages required to be provided, Tenant hereby waives against Landlord, its parents, partners, joint venturers, subsidiaries and affiliates, against the property manager, and against the Additional Insureds if not listed below, all claims, including any and all rights of subrogation which may exist, for all losses and damages no matter how caused, which were or could have been insured for under any policy of insurance required to be obtained by Tenant. This waiver of liability and waiver of subrogation expressly includes any cause of loss due to the sole or concurrent negligence of any Additional Insured. If Tenant shall, for any reason, fail to obtain from its insurance carrier(s) the required Waiver of Subrogation Endorsement, the Tenant shall fully and completely defend and indemnify the Landlord and all Additional Insureds from any claims and demands, including lawsuits, brought against Landlord and/or the Additional Insureds by any insurance company which insured Tenant for a paid loss and which seeks to recover amounts paid under Tenant's policy.
- (d) Tenant shall, upon request of Landlord, provide a Certificate of Insurance to Landlord evidencing all of the required coverages and Endorsements. The Certificate of Insurance must remain current (or be replaced with a current Certificate) at all times during the period of Tenant's tenancy. All policies of insurance must be written by insurance carriers licensed to do business in the state in which the Shopping Center is located and have an A.M.

Best's rating of not less than A:VII. All Tenant's liability policies shall be endorsed to be primary and non-contributory to policies of the Landlord and the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision which permits the limits of liability under Tenant's policies to apply separately to each Additional Insured. Tenant shall promptly give the certificate holder written notice in advance of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

(e) The Additional Insureds who shall be named on Tenant's policies shall include the Landlord, Brookfield Property REIT Inc., Brookfield Properties Retail Inc., BPR REIT Services LLC, and such other entities provided by Shopping Center Management, any owner or occupant in or adjoining the Shopping Center (including anchors), any joint venturer or partner of Landlord, and any mortgagee or beneficiary of any part of the Shopping Center.

ARTICLE 20 - Indemnification

Excluding the willful misconduct of the indemnitee, Tenant shall indemnify, defend and save harmless Landlord, its parents, partners, subsidiaries, affiliates and any anchor, owner or operator which is or may be in the Shopping Center, their agents, officers and employees from and against liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action arising out of or connected with Tenant's use, occupancy, management or control of the Leased Premises or Tenant's operations or activities in the Shopping Center (whether or not occurring or resulting in damage or injury within the Leased Premises or the Joint Use Areas). This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expense and liabilities from the 1st notice that any claim or demand is or may be made. Tenant's obligation shall become effective beginning on the date Tenant is delivered the Leased Premises. Tenant's indemnification obligation shall survive the expiration of the Term or the earlier termination of this Lease.

ARTICLE 21 - Assignment, Subletting and Ownership

(a) Tenant acknowledges that its agreement to operate in the Leased Premises for the use permitted in the Reference Provisions for the Term was a primary inducement and precondition to Landlord's agreement to lease the Leased Premises to Tenant. Additionally, the parties agree that the successful commercial profitability of the Shopping Center is based on the appropriate mix of retail and nonretail activity and that Landlord has leased the Leased Premises to Tenant because, in Landlord's opinion, Tenant's presence and commercial activity during the Term will significantly contribute to the profitability, viability and success of the Shopping Center. Accordingly, Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Tenant's interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part of the Leased Premises by anyone with, through or under it Any of these acts shall be considered a "transfer" for the purposes of ARTICLE 21. Any attempt at a transfer shall be null and void and confer no rights upon a 3rd person. These prohibitions shall be construed to refer to events occurring by operation of law, legal process, receivership, bankruptcy or otherwise. Notwithstanding any permitted transfer, the Leased Premises shall be used and operated as a single store.

Notwithstanding anything to the contrary contained herein, Tenant shall have the right, without Landlord's prior consent, to assign this Lease to: (1) Tenant's parent; or (2) a bona fide whollyowned or majority owned subsidiary of Tenant; (3) any entity with which Tenant is merged or consolidated; (4) a purchaser of all or substantially all of Tenant's assets; or (5) a purchaser of all or substantially all of Tenant's stock; provided that;

- (i) such proposed assignee shall have a net worth equal to or greater than Tenant as of the time of the making of this Lease or the time of the assignment, whichever is greater; and
- (ii) Tenant shall give Landlord due written notice of its intent to assign this Lease and shall identify such proposed assignee; and
- (iii) Such proposed assignee shall assume in writing, in form and substance acceptable to Landlord, all the obligations and liabilities of Tenant under this Lease; and
- (iv) Tenant shall remain liable for all of its terms, covenants, conditions, obligations and liabilities under this Lease; and
- (v) Tenant is not in default of this Lease; and
- (vi) The Leased Premises are at all times operated under the Trade Name and only for the Permitted Use; and the business in the Leased Premises shall be substantially unaffected by the assignment; and

and, with respect to a transfer pursuant to subparagraph (3) through (5) above only, provided further that:

- (viii) such proposed assignee's character and reputation shall be satisfactory in Landlord's judgment; and
- (ix) such proposed assignee (or the entity operating the Leased Premises) shall have prior retail experience in the use as defined in 1.03; and
- (x) Landlord shall not have had previous business with such proposed assignee that resulted in any defaults, by such proposed assignee.

In no event shall such proposed assignee be permitted to transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or its interest in and to the Leased Premises in whole or in part, or otherwise permit occupancy of all or any part thereof by anyone with, through, or under it, without first procuring the written consent of Landlord.

Notwithstanding the foregoing, and without conferring any rights upon Tenant, Tenant shall submit the request for a transfer, in writing, with sufficient time and information for Landlord to make an informed decision regarding the qualifications of the proposed transferee. In any event, Landlord may upon receipt of a request to transfer, instead of consenting to or denying the proposed transfer, terminate Tenant's obligations under the Lease and regain possession of the Leased Premises. Tenant may, within 15 days of receipt of the notice of termination, withdraw its request for the transfer by written notice to Landlord, and continue in possession under the terms of the Lease. Landlord's right to terminate the Lease because of that request shall in that event be inoperable. If Landlord exercises its termination right, Tenant shall surrender possession of the Leased Premises on the termination date specified in Landlord's notice, which shall not be less than 90 nor more than 180 days of receipt of the notice of termination in accordance with the provisions of this Lease.

- (b) Landlord's consent to a transfer shall not constitute a waiver of Landlord's right not to consent to a subsequent transfer. The receipt of rental or additional rental from any party other than Tenant shall not be deemed to be a consent to a transfer, nor shall that receipt relieve Tenant of its obligation to pay rental or additional rental for the Term. Tenant shall not have a claim and waives the right to any claim against Landlord for damages because of the refusal, withholding or delaying by Landlord of consent. Tenant's only remedies shall be an action for specific performance or an injunction to enforce a consent requirement.
- (c) Each transfer to which Landlord has consented shall be in writing, in a form satisfactory to Landlord and executed by the transferor and transferee. The transferee shall agree, in writing, to assume, be bound by and perform the covenants and conditions of this Lease. Tenant shall deliver to Landlord a statement within 30 days after the end of each calendar year, and within 30 days after the expiration or earlier termination of the Term, specifying each transfer in effect during the period covered by the statement, as well as: (a) the date of the transfer document's execution and delivery; (b) the square footage of the rentable area demised and the term; and (c) a computation in reasonable detail showing the amounts, if any, paid and payable by Tenant to Landlord for the transfer pursuant to this subsection. Tenant shall not be released from liability or relieved of its obligations, unless Landlord expressly agrees otherwise in writing. If the Minimum Annual Rental, Percentage Rental, additional rental or other payment to be paid to Tenant from a transfer exceeds the rental and additional rental Tenant is required to pay Landlord under this Lease, then Tenant shall pay to Landlord the entire amount of the excess, without prior demand, which shall be deemed additional rental.
- (d) If Tenant (or a guarantor of the Lease) is a nonpublic corporation and the control of the corporation changes, Tenant shall notify Landlord. If the control changes (whether or not Tenant has notified Landlord), Landlord may declare the change to be a default, effective 60 days from the date of the notice from Tenant, or the date on which Landlord first has knowledge of the change, whichever occurs first. The provisions of the preceding sentence shall not be applicable if control of the corporation changes as the result of a public offering which occurs on a major security exchange. If Tenant (or a guarantor of the Lease) is a partnership or entity other than a corporation (including, but not limited to, a sole proprietorship) and if the control changes (if Tenant is a partnership, a change shall include, but not be limited to, the withdrawal of a partner or partners from the partnership or the dissolution of the partnership), Tenant shall notify Landlord. If the control changes (whether or not Tenant has notified Landlord), Landlord may declare the change a default, effective 60 days from the date of the notice from Tenant, or the date on which Landlord first has knowledge of the change, whichever occurs first. The receipt by Landlord of rental from a party other than Tenant shall not be deemed notice of change in control or ownership of Tenant.

- (e) Tenant agrees to pay Landlord \$400 plus one month's installment of Minimum Annual Rental to reimburse Landlord for attorneys' fees and administrative expense for the review, processing or preparation of any document in connection with a transfer, whether or not Landlord's consent to the transfer is required or obtained.
- (f) If Landlord is not permitted to terminate this Lease because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), Tenant agrees, as a debtor in possession or any trustee for Tenant, within 15 days after Landlord's request to the Bankruptcy Court, to assume or reject this Lease. Tenant, on behalf of itself and any trustee, agrees not to seek or request an extension or adjournment of the application to assume or reject this Lease. In no event after the assumption of this Lease shall an existing default remain uncured for a period more than the earlier of 10 days or the time period specified in this Lease. If a filing of a petition under the Bankruptcy Code occurs, Landlord shall not have an obligation to provide Tenant with services or utilities unless Tenant has paid and is current in all payments of rental and additional rental.
- (g) If Tenant receives Landlord's consent to a transfer under ARTICLE 21(a), and if Landlord does not terminate the Lease under ARTICLE 21(d), the Minimum Annual Rental payable to Landlord shall not be less than the highest annual combined Minimum Annual Rental and Percentage Rental payable by Tenant during any previous year.

All of the other obligations, covenants and conditions shall remain unamended.

ARTICLE 22 - Access to Leased Premises

Tenant agrees that Landlord, its agents, employees, servants or any person authorized by Landlord, may enter the Leased Premises with prior notice, except in an emergency or perceived emergency in which no notice need to given to: (a) inspect its condition; (b) make repairs, additions or improvements to any part of the Shopping Center, including the Leased Premises; (c) exhibit the Leased Premises to prospective purchasers of the Shopping Center; (d) place notices during the last 60 days of the Term in the Leased Premises at such places as may be determined by Landlord; (e) perform construction on or near the Leased Premises; and (f) post notices of non-responsibility. During any entry into the Leased Premises, Landlord shall use commercially reasonable Tenant's business efforts to minimize interference with operations.

ARTICLE 23 - Default by Tenant

- (a) The following shall be a default by Tenant:
 - (i) The failure to pay when due an installment of rental, or any other payment required to be made in whole or in part, if the failure shall continue for more than 10 days after written notice that same is past due, provided that any such notice given by Landlord shall be in lieu of, and not in addition to, any notice required by state law; and/or
 - (ii) The abandonment or vacation of the Leased Premises or any part of it; and/or
 - (iii) The failure to observe or perform any other provision of this Lease, if the failure continues for 10 days after written notice to Tenant; if the default cannot reasonably be cured within 10 days, Tenant shall not be in default if Tenant begins to cure the default within 10 days and diligently cures the default; and/or
 - (iv) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within 30 days; and/or
 - (v) The failure more than twice within a 12 month period to make any payment of rental, provided Landlord has given Tenant the required written notices in each case. The 3rd failure shall be a non-curable default.
- (b) In addition to any other remedies available to Landlord at law or in equity for default, Landlord shall have the immediate option to terminate this Lease and the rights of Tenant by written notice to Tenant. If Landlord elects to terminate, Landlord shall have the right to recover from Tenant as damages:
 - (i) The worth at the time of the award of any unpaid rental which has been earned at the time of termination; and

- (ii) The worth at the time of the award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided; and
- (iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss Tenant proves could be reasonably avoided; and
- (iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations (including the costs and expenses of recovering the Leased Premises and reasonable attorneys' fees) or which would be likely to result from Tenant's failure; and
- (v) At Landlord's election, other amounts permitted by applicable law.
- (c) The word "rental" shall mean the Minimum Annual Rental and all other sums required to be paid by Tenant under this Lease. The word "award" means a judgment issued or rendered in favor of Landlord in a proceeding or action to recover damages from Tenant. The phrase "at the time of the award" means the date of entry of such a judgment. All sums, other than Minimum Annual Rental, shall be computed based on the average monthly amount accruing during the 24 month period preceding the default. However, if it becomes necessary to compute the rental before the 24 month period has occurred, the rental shall be computed on the basis of the average monthly amount accruing during that shorter period. As used in paragraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Interest Rate. As used in paragraph (iii) above, the "worth at the time of the award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of Chicago, at the time of award, plus 1%. In order to determine the amounts payable under ARTICLE 23, Percentage Rental shall be included as additional rental and determined based on the average annual Net Sales for the 36 months (or, if Tenant has been operating in the Leased Premises less than 36 months, on the average Net Sales for the 12 month period) preceding the termination of Tenant's right to possession of the Leased Premises.
- Landlord shall also have the right if Tenant defaults under this Lease to terminate Tenant's right to possession of the Leased Premises (without terminating this Lease) and reenter the Leased Premises and remove all persons and property from the Leased Premises. The property may be stored at Tenant's cost. Landlord shall not be liable to Tenant for loss or damage resulting from an entry by Landlord. Tenant shall pay as additional rental, upon demand, expenses incurred or paid by Landlord because of Landlord's entry. If 2 or more or any combination of individuals, corporations, partnerships or other business associations ("Individuals") sign this Lease as Tenant or guarantee this Lease as Guarantors, the liability of each individual group to pay rental and perform the obligations under this Lease shall be joint and several. The failure or refusal by Landlord to proceed against all the (or any combination of the) Individuals comprising Tenant or against Tenant or against 1 or more of the Guarantors shall not be a release or waiver of rights which Landlord may possess against the others, nor shall the granting by Landlord of a release of or execution of a covenant not to sue any 1 or more of the (or any combination of the) Individuals comprising the Tenant or the Guarantors be a release or waiver in whole or in part of rights which Landlord may possess against the others. If either party institutes legal suit or action for enforcement of an obligation, Landlord may determine the venue. Landlord shall not be in default unless and until Landlord shall have failed to perform its obligations under this Lease for 30 days (or within such additional time as is reasonably required) after written notice to Landlord properly specifying Landlord's failure to perform the obligations. Landlord shall not be in default until and unless a court of competent jurisdiction has determined that Landlord is in default. To the extent permitted by applicable law, Tenant waives notice of reentry (or institution of legal proceedings), including the right to receive notice pursuant to any statute or judicial decision of law. Notwithstanding anything to the contrary contained in ARTICLE 23, any written notice, other than as specifically set forth in this ARTICLE 23, required by a statute or law enacted now or later is waived by Tenant, to the extent permitted under that statute or law.
- (e) If all or any part of the Leased Premises are vacated or abandoned by Tenant, or if Landlord elects to reenter or take possession of the Leased Premises pursuant to legal proceedings or notice, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time, without terminating this Lease, either recover rental as it becomes due or relet the Leased Premises or any part of it for any length of time, rental and conditions that Landlord in its sole discretion deems advisable. Landlord shall have the right to make alterations and repairs to the Leased Premises. If Tenant has left all or any of its trade fixtures, furniture, furnishings, signs, stock or other personal property in the Leased Premises, that shall not preclude a determination that a vacation or abandonment has occurred.
- (f) If Landlord elects to relet, rental received by Landlord from reletting shall be applied: 1st, to the payment of indebtedness other than rental due Landlord from Tenant; 2nd, to the payment of the cost of reletting; 3rd, to the payment of the cost of alterations and repairs to the Leased Premises; 4th, to the payment of rental due and unpaid; and the remainder, if any, shall be applied to the payment of future rental that may become due. If the rental received from reletting during any month which is applied to the payment of rental is less than the rental payment during that month by Tenant, Tenant shall pay the deficiency to Landlord. The deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord, as soon as ascertained, the costs and expenses incurred by Landlord to relet or make alterations and repairs not covered by the rental received from the reletting of the Leased Premises.
- (g) A reentry or taking possession of the Leased Premises by Landlord shall not be construed to be an election to terminate this Lease, nor shall it cause a forfeiture of rental remaining to be paid during the balance of the Term, unless a written notice of that intention is given to Tenant or the termination is decreed by a court of competent jurisdiction. Notwithstanding a reletting without termination by Landlord because of default by Tenant, Landlord may at any time after reletting elect to terminate this Lease for any default.

(h) Tenant expressly waives any right or defense it may have to claim a merger, and neither the commencement of an action or proceeding nor the settlement of, or entering of judgment for any action or proceeding shall bar Landlord from bringing subsequent actions or proceedings, based upon other or subsequently accruing claims, or based upon claims or events which have previously accrued and not been resolved in any prior action, proceeding or settlement. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, regardless of whether such action, proceeding or counterclaim is related to a default under this Lease.

ARTICLE 24 - Surrender of Leased Premises

Tenant shall, upon expiration of the Term, or the earlier termination of this Lease, surrender to Landlord, without damage, injury, disturbance or payment, the Leased Premises including, without limitation, all apparatus, equipment, alterations, improvements and additions by either party to, in, upon or about the Leased Premises. If Tenant shall be in default, Tenant shall not have the right to remove trade fixtures, signs and other personal property. They shall remain or become, as the case may be, the property of Landlord. Tenant, at its sole expense, shall immediately repair damage to the Leased Premises caused by Tenant vacating the Leased Premises or by Tenant's removal of trade fixtures, signs and other personal property. Tenant shall comply with all laws and governmental regulations applicable to the removal and repair of the property. Tenant shall not create a disturbance or health problem for customers, agents, invitees or other parties in the Shopping Center as result of the removal or repair. Any property not removed may be deemed by Landlord to be abandoned by Tenant and may be retained by Landlord or may be removed and stored for Tenant, at Tenant's sole cost. Tenant shall surrender the Leased Premises to Landlord free of Hazardous Material and free of any violation of any environmental rule or regulation. Upon surrender of the Leased Premises, Tenant shall provide Landlord with a report by experts acceptable to Landlord showing the Leased Premises free of Hazardous Material. Tenant's obligation to observe and perform the provisions of this ARTICLE 24 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 25 - Tenant's Conduct of Business

(a) Tenant covenants to continuously and uninterruptedly operate within the entire Leased Premises the business it is permitted to operate under Reference Provision 1.03, except any portion of the Leased Premises while that portion is untenantable because of fire or other casualty. Tenant agrees to conduct its business at all times in a first-class manner consistent with reputable business standards and practices, and to maintain within the Leased Premises a stock of merchandise and trade fixtures adequate to service and supply the usual demands of its customers. Tenant shall keep the Leased Premises in a neat, safe, clean and orderly condition. Tenant also agrees to conduct Tenant's business under the Trade Name set forth in the Reference Provisions, which Tenant represents that it has a right to use. Tenant further agrees to keep open the Leased Premises and operate its business at the hours and on the days and evenings of the week determined from time to time by Landlord in Landlord's sole and absolute discretion. A vacation or abandonment of other premises by any other tenant, occupant or anchor in the Shopping Center shall not release Tenant from its obligations under this Lease, notwithstanding anything to the contrary contained in this Lease.

If Tenant shall request Landlord's approval to open the Leased Premises for business for periods other than as set forth above and Landlord shall approve such request (which approval shall be in Landlord's sole and absolute discretion), Tenant shall pay for any additional costs incurred by Landlord in connection with such extended hours, including but not limited to the cost of security, heating, ventilating and air-conditioning the Leased Premises and the Joint Use Areas required in order to access the Leased Premises, and any extra maintenance and/or repair to the Joint Use Areas required as a result of such extended operating period. Additionally, Tenant shall be responsible for any such extraordinary additional maintenance, security or other costs which are incurred by Landlord as a result of Tenant's use of the Leased Premises during normal operating hours.

(b) The parties agree that because of the difficulty or impossibility of determining Landlord's damages, if Tenant fails to keep open the Leased Premises and operate its business during the hours and on the days and evenings of the week determined by Landlord, in addition to and not in lieu of Landlord's other rights and remedies, Tenant shall pay Landlord liquidated damages of \$150 per hour or fraction of the hour, as the case may be, that Tenant fails to keep open and operate the Leased Premises and operate its business. Landlord and Tenant agree that this amount represents a reasonable estimate of the damages that Landlord would suffer.

In the event of a remodel that has been specifically approved by Landlord, and provided Tenant is not in default under any term, condition or covenant of the Lease then, upon 30 days prior written notice to Landlord, Tenant shall have the right, one time during the Lease Term, to close the Leased Premises for a period not to exceed 30 days to remodel the Leased Premises ("Remodel Closure Period"). Such closure shall not occur during the months of October, November or December of any year. During Tenant's Remodel Closure Period, Tenant shall remain responsible for all other terms, covenants and conditions contained under this Lease, except the obligation to remain open during the Remodel Closure Period,

including, but not limited to, the payment of rent and additional charges. In addition, the right to close for a remodeling of the Leased Premises is specific to Tenant and may not be exercised by a subtenant, assignee or successor of Tenant. Tenant shall have the right to close the Leased Premises for the purpose of taking inventory on 2 days in any Lease Year provided (i) Tenant shall have given at least 10 days prior advance written notice to Landlord and (ii) such closing shall not be during peak selling periods of the Shopping Center.

ARTICLE 26 - Rules and Regulations

Tenant shall require its employees, agents and contractors to comply with the rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Leased Premises including, but not limited to, the following:

- (a) Tenant shall not put on the glass and supports of the windows (nor within 24 inches of any window), doors or exterior walls of the Leased Premises any signs, advertising placards, names, insignias, trademarks or descriptive material. No signs or other items shall be placed within the Leased Premises if they materially obstruct a view of the Leased Premises. Tenant shall not place vents, structures, improvements or obstructions on the exterior of the Leased Premises without Landlord's written consent. Landlord shall have the right, without giving notice to Tenant and without liability, to restore the Leased Premises and remove property from the Leased Premises unless the size, type, color, location, copy, nature and display qualities of the property were approved by Landlord in writing. The cost of the restoration and removal of property shall be paid for by Tenant promptly upon receipt of a bill. Tenant shall not place a sign on the roof of the Leased Premises notwithstanding anything in this Lease to the contrary.
- (b) No awning or other projections shall be attached to the outside walls of the Leased Premises or the Shopping Center without the written consent of Landlord.
- (c) Loading and unloading of goods shall be done only at the times, in the areas and through the entrances designated by Landlord.
- (d) Garbage shall be kept in the kind of container approved by Landlord's fire and casualty consultants and shall be removed and deposited daily in mass disposal containers in the manner prescribed from time to time by Landlord. Landlord shall provide or designate a service for collection of garbage from designated mass disposal containers
- (e) Except solely for Tenant's own internal operations use within the Leased Premises, no radio or television aerials or other receivers and/or equipment, infrared transmitters/receivers, cabling, telecommunications systems (including but not limited to switching, relay, hub or booster systems) shall be erected or placed within the Leased Premises or on the roof or walls (interior or exterior) of the Leased Premises or the Shopping Center without the written consent of Landlord, which may be withheld in Landlord's sole discretion. If Landlord's consent is not received, anything erected or placed on the roof or elsewhere within the Shopping Center may be removed, without notice, and any damage to the walls or roof or elsewhere within the Shopping Center shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Tenant shall not go on the roof without the written approval of Landlord.
- (f) No loudspeakers, televisions, phonographs, radios, flashing lights, machinery or other devices shall be heard or seen outside of the Leased Premises without the prior written consent of Landlord. Subject to Landlord's approval of Tenant's plans and specifications, Tenant may install one or more video monitors in the Leased Premises that are visible from the Joint Use Area provided the sole purpose of such video monitors is the promotion of merchandise offered for sale in the Leased Premises and not for general advertising purposes. Sound from the video monitors may not emanate into the Joint Use Area and content displayed may not be unreasonably offensive to patrons of the Shopping Center. Landlord will have the right to revoke its approval and require Tenant to remove such video monitors on 2 days' prior notice if sound or content emanating from Tenant's video monitors is offensive in Landlord's sole discretion.
- (g) No auction, fire, bankruptcy or selling-out sales shall be conducted without the written consent of Landlord.
- (h) Tenant shall keep its display windows and signs illuminated every day of the Term during the hours designated by Landlord.
- (i) Areas immediately adjoining the Leased Premises shall be kept clear by Tenant, and Tenant shall not place nor permit obstructions, garbage, refuse, improvements, merchandise or displays in those areas.
- (j) Tenant and its employees shall not park motor vehicles in parts of the parking area which may be designated for customer parking. Tenant shall furnish Landlord the state automobile license numbers assigned to the vehicles of Tenant's employees within 5 days after request by Landlord. Tenant shall notify Landlord of changes to the numbers within 5 days after the changes occur. If Tenant or Tenant's employees continue to park in the

customer parking areas, after notice is given to Tenant by Landlord, Landlord may, in addition to any other remedies Landlord may have, charge Tenant \$25 per day, for each day or partial day, per vehicle parked in the customer parking areas, attach violation stickers or notices to the vehicles and have the vehicles removed at Tenant's expense.

- (k) Tenant shall use the pest extermination contractor that Landlord may choose, and when Landlord requires Tenant to do so. Tenant shall not keep or permit any animals in the Leased Premises, unless expressly allowed by in this Lease, or unless used by disabled persons.
- (1) If Landlord installs a central music system in the Shopping Center, and Tenant desires to purchase another music system, Tenant may, at Landlord's option, purchase the system from Landlord (provided Landlord's charge is competitive with any similar service available to Tenant).
- (m) Tenant shall not carry on any trade or occupation or operate any instrument, apparatus or equipment which emits an odor or causes a noise outside the Leased Premises or which is offensive.
- (n) Tenant shall not put temporary signs or fixtures (including portable trade fixtures, displays and folding tables) for the display of merchandise within 3 feet of either side of any entrance to the Leased Premises.

 Merchandise displays shall not extend beyond the frontage line of the Leased Premises.
- (o) Tenant shall store and stock in the Leased Premises only goods, wares, merchandise and other property necessary for the conduct of Tenant's business.
- (p) Tenant shall not use or permit the Leased Premises to be used for living, sleeping, residential or lodging purposes.
- (q) Tenant shall not use the plumbing for a purpose other than that for which it is constructed. No grease or foreign substance shall be put in the plumbing, and the expense of any resulting breakage, stoppage or damage (whether on or off the Leased Premises) shall be borne by Tenant.
- (r) Tenant shall not in the Joint Use Areas:
 - (i) vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter;
 - (ii) exhibit any sign, placard, banner, notice or other written material;
 - (iii) distribute any circular, booklet, handbill, placard or other material;
 - (iv) solicit membership in any organization, group or association or contribution;
 - (v) parade, patrol, picket, demonstrate or engage in conduct that might interfere with or impede the use of the Joint Use Areas by any customer, invitee or employee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the other tenants;
 - (vi) use the Joint Use Areas for any purpose when none of the retail establishments within the Shopping Center are open for business;
 - (vii) panhandle, beg or solicit funds; nor
 - (viii) solicit business.
- (s) Tenant shall have the responsibility for protecting the Leased Premises from theft, robbery and pilferage, and shall keep non-customer doors locked.
- (t) No symbol, design, name, mark or insignia adopted for or used by Landlord in the Shopping Center shall be used by Tenant without the prior written consent of Landlord.
- (u) In the event Tenant requires the use of telecommunication, high-speed network or data transmission services from the Leased Premises, Landlord may require Tenant to contract for such services through Landlord or one of Landlord's designated service providers, provided that the cost thereof is comparable to that available to Tenant from another provider, given a comparable level and quality of service and equipment. Landlord's liability relative to such services shall be the same as that for provision of utilities as set forth in Article 16(g).

Landlord shall have all remedies provided in this Lease for the breach of any of the provisions of ARTICLE 26. Tenant agrees to pay Landlord, upon demand, in addition to and not in lieu of Landlord's other remedies, \$70 per violation of any of the rules and regulations. Landlord shall have the right to grant variances of the rules and regulations, and shall enforce the rules and regulations at its sole discretion.

ARTICLE 27 - Eminent Domain

(a) If the entire Leased Premises is appropriated or taken under eminent domain by any public or quasi-public authority, this Lease shall terminate on the date of the taking. Landlord and Tenant shall be released from liability accruing after that date. If more than 25% of the square footage of floor area (including a mezzanine, if any) of the

Leased Premises is taken under eminent domain by any public or quasi-public authority, or if because of the appropriation or taking, regardless of the amount taken, the remainder of the Leased Premises is not usable for the purposes specified in Reference Provision 1.03, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Leased Premises which has been taken, by giving notice to the other in writing within 60 days after the date of the taking. Landlord and Tenant shall be released from liability accruing after that date.

- (b) Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation and any portion of any compensation awarded for the diminution in value of the leasehold interest or fee of the Leased Premises, but Tenant's right to receive compensation or damages for Tenant's fixtures and tangible personal property shall not be affected. If this Lease is terminated, rental, additional rental and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord shall refund to Tenant rental, additional rental or other charges paid in advance.
- (c) If Landlord and Tenant elect not to terminate this Lease, Tenant shall remain in the portion of the Leased Premises which has not been appropriated or taken. Landlord agrees, at Landlord's cost and expense, to restore the remaining portion of the Leased Premises to the quality and character that existed prior to the appropriation or taking as soon as reasonably possible. The Minimum Annual Rental shall be adjusted, on an equitable basis, taking into account the relative value of the portion taken compared to the portion remaining. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be an appropriation or taking under eminent domain. Tenant shall not have a claim against Landlord because of a taking.

ARTICLE 28 - Attorneys' Fees

If, during the Term or afterwards, either party institutes an action, proceeding or counterclaim against the other relating to this Lease, or a default, the unsuccessful party shall reimburse the successful party for the total amount of court costs, expenses and reasonable attorneys' fees actually incurred, the parties waiving any statute, rule of law or public policy to the contrary. The parties agree to confirm this agreement in writing at the start of the action, proceeding or counterclaim. The giving of a notice of default by Landlord shall constitute part of an action or proceeding under this Lease, entitling Landlord to reimbursement of its reasonable expenses of attorneys' fees and disbursements, even if an action or proceeding is not commenced in a court of law and whether or not the default is cured. This ARTICLE 28 shall survive the expiration or termination of this Lease.

ARTICLE 29 - Sale of Leased Premises by Landlord

In the event of the sale or exchange of the Leased Premises or the Shopping Center and the assignment of this Lease, Landlord shall be relieved of all liability for the covenants and obligations in or derived from this Lease, or arising out of any act, occurrence or omission relating to the Leased Premises or this Lease provided that any transferee assumes Landlord's obligations under the Lease as amended or modified, and the transferee agrees not to disturb Tenant's peaceful possession and quiet enjoyment of the Leased Premises, so long as Tenant is not in default of this Lease or cures any default within the time prescribed under this Lease. The covenants, representations and obligations of Landlord shall be binding on Landlord only during the period that Landlord has an ownership interest in the Shopping Center.

ARTICLE 30 - Notices

Notices and demands shall be given in writing and sent by certified mail or by nationally recognized overnight courier service, addressed to Landlord and to Tenant at the addresses specified in the Reference Provisions or at the addresses which were last specified by notice by Landlord or Tenant. Notices or demands shall be deemed to have been given, made or communicated on the date they were deposited in the United States mail as certified matter, with postage fully prepaid or deposited with the nationally recognized overnight courier service.

ARTICLE 31 - Remedies

All rights and remedies of Landlord and Tenant under this Lease or at law are cumulative, and the exercise of one or more rights or remedies shall not exclude or waive the right to the exercise of any others. All rights and remedies may be exercised and enforced concurrently, whenever and as often as desirable.

ARTICLE 32 - Successors and Assigns

All covenants, promises, conditions, representations and agreements shall be binding upon, apply and inure to Landlord and Tenant and their heirs, executors, administrators, successors and assigns. The provisions of ARTICLE 21 hereof shall not be affected by this ARTICLE 32.

ARTICLE 33 - Representations

Tenant agrees that Landlord, its employees and agents have made no representations, inducements or promises about the Leased Premises, the Shopping Center or this Lease, or about the characteristics or conditions regarding or pertaining to the Leased Premises or the Shopping Center, unless the representations, inducements and promises are in this Lease. Tenant has independently investigated the potential for the success of its operations in the Shopping Center. Therefore, no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord, its employees and agents, for, and they shall not be liable because of, the breach of any representations, inducements or promises not expressly in this Lease.

Any claim, demand, right or defense by Tenant which is based upon or arises in connection with this Lease or the negotiation of this Lease prior to its execution shall be barred unless Tenant commences an action or interposes a legal proceeding or defense within 1 year after the date of the inaction, omission or occurrence of the event, or the action to which the claim, demand, right or defense relates.

ARTICLE 34 - Waiver

The failure by Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, provisions, rules and regulations and agreements in this Lease, or to exercise a right, shall not be a waiver of any rights or remedies and shall not be a waiver of a subsequent breach or default. A surrender of the Leased Premises shall not occur by Landlord's acceptance of rental or by other means unless Landlord accepts the surrender in writing. A payment by Tenant or receipt by Landlord of an amount less than the monthly rental shall not, nor shall the endorsement, statement, check, letter accompanying a check or payment of rental, be an accord and satisfaction. Landlord may accept a check or payment without prejudice to its right to recover the balance of rental due and pursue any other remedy. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant.

ARTICLE 35 - Holding Over

If Tenant remains in possession of the Leased Premises after the expiration of the Term without a new lease (even if Tenant has paid and Landlord has accepted rental), Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to the covenants, conditions and agreements of this Lease. The monthly rental shall be computed based on 1/6th of the rental payable to Landlord during the last 12 month period of the Term. If Tenant fails to surrender the Leased Premises on the termination of this Lease, Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term beyond a month-to-month basis. If Landlord, in its sole discretion, determines to permit Tenant to remain in the Leased Premises on a month-to-month basis, the month-to-month tenancy shall be terminable on 30 days prior written notice given by either party to the other party.

ARTICLE 36 - Interpretation

Only the relationship of Landlord and Tenant is created by this Lease. No provision of this Lease or act of either party shall be construed to create the relationship of principal and agent, partnership, or joint venture or enterprise.

ARTICLE 37 - Advertising and Promotional Service

As part of Operating Expenses (provided, however, Tenant shall bear no responsibility or liability for any costs, expenses or charges relating to Operating Expenses except for the payment of Minimum Annual Rental as set forth in Reference Provision 1.07) Landlord may furnish and maintain professional advertising, marketing and sales promotions which are intended to promote the Shopping Center and/or benefit sales therein. Such advertising and promotion services may be provided in whole or in part by a 3rd party provider or by Landlord or by an affiliate, subsidiary or other related company of Landlord. The nature and extent of such advertising and sales promotion services shall be within Landlord's sole and absolute discretion, and the portion of Minimum Annual Rental and/or Operating Expenses Payment used by Landlord for such advertising and sales promotion services as set forth in Article 17 shall constitute the entire obligation of

Tenant to contribute to the cost of such services. Tenant shall pay Landlord the initial assessment specified in the Reference Provisions, for advertising and promotional activities, in a lump sum within 10 days after demand.

ARTICLE 38 - Quiet Enjoyment

Landlord has the right, power and authority to enter into this Lease. Tenant, or any permitted assignee or sublessee of Tenant, upon the payment of the rental and performance of Tenant's other covenants, shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Term. This covenant shall be construed as a covenant running with the land. It shall not be construed as a personal covenant of Landlord.

ARTICLE 39 - Waiver of Redemption

Tenant waives any right of redemption if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises because of the default of Tenant or otherwise. The rights given to Landlord are in addition to rights that may be given to Landlord by statute or otherwise.

ARTICLE 40 - Fees

Tenant warrants and represents that it has not had negotiations with or dealt with a realtor, broker or agent in connection with this Lease. Tenant agrees to pay and hold Landlord harmless from the cost, expense or liability (including the costs of suit and reasonable attorneys' fees) for compensation, commissions or charges claimed by a realtor, broker or agent regarding this Lease.

ARTICLE 41 - Tenant's Property

Except for the willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable, and Tenant waives all claims, for damage to persons, property and Tenant's business sustained by Tenant (or anyone claiming through Tenant) located on the Leased Premises. Property kept or stored on the Leased Premises shall be kept or stored at the sole risk of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier.

ARTICLE 42 - Lease Status

Within 10 days of Landlord's written request, Tenant shall without charge execute, acknowledge and deliver to Landlord an instrument required under this Lease or an instrument prepared by Landlord containing the Rental Commencement Date, the Opening Date and Expiration Date of this Lease, and if true, that (a) this Lease is a true copy of the Lease between the parties, (b) there are no amendments (or stating the amendments), (c) the Lease is in full force and effect and that, to the best of Tenant's knowledge, there are no offsets, defenses or counterclaims of rental or in the performance of the other covenants and conditions to be performed by Tenant, (d) no default has been declared by either party and that Tenant has no knowledge of any facts or circumstances which it believes would constitute a default by either party and (e) any other matters reasonably requested by Landlord. Tenant shall remain liable to Landlord for damages sustained by Landlord because of the failure by Tenant to execute, acknowledge and deliver the instrument. The failure of Tenant to execute, acknowledge and deliver the instrument shall be an acknowledgment by Tenant that the statements contained in the instrument are correct. Anyone transacting with Landlord shall have the right to rely on the accuracy of the statements contained in the instrument, whether it is signed by Tenant or deemed acknowledged by Tenant pursuant to this ARTICLE 42.

ARTICLE 43 - Recording

Tenant shall not record this Lease, a memorandum, "short form" or other reference to this Lease, without the written consent of Landlord.

ARTICLE 44 - Force Majeure

If either party is delayed, hindered or prevented from the performance of an obligation because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, war or another reason not the fault of the party delayed, but not including financial inability, the performance shall be excused for the period of delay. The period for the performance shall also be extended for a period equal to the period of delay. Tenant shall not be excused from the prompt payment of rental, additional rental

or other payments. It shall be a condition of Tenant's right to claim an extension that Tenant notify Landlord, in writing, within 10 days after the occurrence of the cause, specifying the nature of the cause and the period of time necessary for performance.

ARTICLE 45 - Construction of Lease

Tenant has read and understands this Lease. The rule of construction that a document should be construed most strictly against the party which prepared the document shall not be applied, because both parties have participated in the preparation of this Lease.

ARTICLE 46 - Security Deposit

(a) Tenant has deposited with Landlord the sum specified in the Reference Provisions, which shall be held by Landlord, without liability for interest, as security for the performance by Tenant of Tenant's obligations. The deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's written consent, and any such act by Tenant shall be without force and effect and not binding on Landlord. If Tenant performs the covenants and agreements in this Lease, the deposit, or the portion of the deposit not previously applied, shall be returned to Tenant after the expiration of the Term, if Tenant has surrendered possession at the expiration of the Term, and has left the Leased Premises in the condition required under this Lease.

(b) Landlord may commingle the deposit with its other funds. If the rental or any other sum is overdue, if Landlord makes payments for Tenant, or if Tenant fails to perform any of its obligations, Landlord may (without affecting any remedy Landlord may have), apply this deposit, or so much of it to be necessary, to compensate Landlord for rental, additional rental and any loss or damage sustained by Landlord. Tenant shall, upon demand, restore the deposit to the original amount. If a bankruptcy or other creditor debtor proceedings against Tenant occurs, the deposit and all other securities shall be applied first to the payment of rental and other charges due Landlord for periods prior to the filing of the proceedings. Landlord may deliver the deposit to the transferee of Landlord's interest in the Leased Premises. If that interest is transferred, upon notice to Tenant, Landlord shall be discharged from further liability, and this provision shall also apply to subsequent transferees. Tenant hereby grants Landlord a security interest in the deposit, and to execute the necessary Uniform Commercial Code filing to perfect the security interest granted Landlord; this provision shall survive the expiration or termination of the Lease.

(c) Neither Landlord's right to possession of the Leased Premises for non-payment of rental or for any other reason, nor any other right of Landlord, shall be affected because Landlord holds the deposit.

ARTICLE 47 - Captions

Captions are for convenience and reference only. The words contained in the captions shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Lease. The use of masculine or neuter genders shall include the masculine, feminine and neuter genders. The singular form shall include the plural if the context requires. "Landlord" and "Tenant" means "Landlord" and "Tenant" and "their agents and employees", unless the context requires otherwise.

ARTICLE 48 - Severability

If any provision of this Lease or any paragraph, sentence, clause, phrase or word is judicially or administratively held invalid or unenforceable, that shall not affect, modify or impair any other paragraph, sentence, clause, phrase or word. The parties acknowledge that certain charges, fees and other payments are deemed "additional rental" in order to enforce Landlord's remedies, and shall not be construed to be "rent" if rent controls are imposed.

ARTICLE 49 - Objection to Statements

Tenant's failure to object to a statement, invoice or billing within one year after receipt shall constitute Tenant's acquiescence. Tenant shall be required to provide Landlord with a specific and detailed list of Tenant's objections at the time Tenant makes its objection to Landlord. The statement, invoice or billing shall be an account stated between Landlord and Tenant.

ARTICLE 50 - Liability of Landlord

Landlord's liability under this Lease or arising out of the relationship of the parties shall be limited to Landlord's interest in the Shopping Center. Judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of Landlord's interest in the Shopping Center which have been received by Landlord. No personal judgment

shall apply against Landlord upon extinguishment of its rights in the Shopping Center. A personal judgment shall not create a right of execution or levy against Landlord's assets. The provisions of this ARTICLE 50 shall inure to Landlord's successors and assigns. These provisions are not designed to relieve Landlord from the performance of its obligations under this Lease, but to limit the personal liability of Landlord in case of a judgment against Landlord. Tenant's right to obtain injunctive relief or specific performance or to have any other right or remedy which may be awarded Tenant by law or under this Lease shall not be limited however. No personal liability is assumed by nor shall at any time be enforceable against Landlord.

ARTICLE 51 - No Option

The submission of this Lease is not a reservation of or option for the Leased Premises or any other space in the Shopping Center, and vests no right in Tenant. This Lease shall become effective only upon proper execution and delivery by the parties.

ARTICLE 52 - Execution of Documents

Tenant shall pay Landlord \$400 plus one month's installment of Minimum Annual Rental (plus charges, if any, from Landlord's mortgagee) to reimburse Landlord for the administrative and legal expense for the review, preparation and processing of any document sent to Landlord at Tenant's request, whether or not the document is executed by Landlord.

ARTICLE 53 - Corporate Tenant

If Tenant is or will be a corporation or partnership or limited liability company of any kind, the persons executing this Lease on behalf of Tenant covenant and represent that Tenant is a duly incorporated or duly qualified (if foreign) corporation or partnership, as the case may be (including without limitation a limited liability corporation and a limited liability partnership) and is authorized to do business in the State where the Shopping Center is located (evidence shall be supplied Landlord upon request). Tenant also covenants and represents that the person or persons, partner or member executing this Lease on behalf of Tenant is (if a corporation) an officer of Tenant, and is (if a corporation or partnership of any kind) authorized to sign and execute this Lease.

ARTICLE 54 - Printed Provisions

The printed provisions of this Lease and written or typed additions shall be given equal weight for the interpretation of this Lease. The deletion of any portion of this Lease shall not create an implication regarding the intent of the parties, and this Lease shall be read and interpreted as if the deleted portion had never been in this Lease.

ARTICLE 55 - Entire Agreement

This Lease is the only agreement between the parties for the Leased Premises. An amendment, modification or supplement to this Lease shall not be effective unless it is in writing and executed by the parties.

ARTICLE 56 - No Third-Party Rights

This Lease shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Lease, including any individual, corporation, partnership, trust, unincorporated organization, governmental organization or agency or political subdivision.

ARTICLE 57 - Financial Statements

- (a) Tenant acknowledges that it has provided Landlord with its financial statement or annual report ("Statement") and represents that the Statement is a primary inducement to Landlord's agreement to lease the Leased Premises to Tenant. Landlord has relied on the accuracy of the Statement in order to enter into this Lease. Tenant represents that the information contained in the Statement is true, complete and correct in all material aspects. This representation is a precondition to the Lease.
- (b) At the request of Landlord, unless Tenant is a publicly traded company, Tenant shall, not later than 30 days following such request, furnish to Landlord its most recent balance sheet for at least the most recent fiscal year, a statement of income and expense for that year and an opinion of an independent certified public accountant satisfactory to Landlord (or a certificate of the chief financial officer, owner or partner of Tenant) indicating the

financial statement has been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of the operations of Tenant for that year.

ARTICLE 58 - Other Locations

If during the Term: (a) Tenant, its parent, subsidiary, franchisor, or franchisee, the Guarantor of this Lease; (b) any person, firm, corporation or other entity having an interest in any of the above parties; or (c) any other person, firm or corporation controlling or controlled by Tenant or any of the above parties, shall directly or indirectly, either individually or as a partner, shareholder, agent, employee or otherwise, own, operate, maintain or have an affiliation, investment or interest in business similar to or in competition with the one operated at the Leased Premises within the radius specified in Reference Provision 1.20 as measured from the perimeter of the Shopping Center (except those carried on as of the Effective Date) then that shall constitute a default. (For avoidance of doubt, Landlord understands that Tenant, as a franchisee, has no control over the business decisions of its franchisor with respect to the franchisor's creation or non-creation of separate franchisees within the Radius; as such, any conduct of the franchisor or other franchisees of franchisor shall be deemed expressly outside the scope of the matters contemplated in this Article 58.) At Landlord's option, in addition to Landlord's other remedies, the Net Sales from any other business within the specified radius shall be included in the Net Sales of the Leased Premises during each year. The Percentage Rental shall be computed on the aggregate of the annual Net Sales made on, in or from the Leased Premises and on, in or from any other business located within the radius. Tenant shall submit monthly sales statements and maintain records of the sales and transactions of the other business. Landlord shall have the right to examine and audit those statements and records as though they were made on, in or from the Leased Premises. A substantial increase in size or other substantial change in the business at locations in existence on the Effective Date, or change in location to a location within the radius, shall remove the exemption created for that location. "Radius" shall mean a geometric measurement and not the actual distance over roads.

ARTICLE 59 - Tenant's Failure

This Lease shall be governed by the laws of the State in which the Shopping Center is located and shall be deemed made and entered into in the county in which the Shopping Center is located. If Tenant fails to comply with and perform any of its covenants, conditions or agreements, Landlord shall have the right, but not be obligated, to perform the covenants, conditions or agreements. Tenant shall pay to Landlord on demand as additional rental, a sum equal to the amount spent by Landlord for the performance, plus 15% of such amount to defray supervision and overhead. If Landlord performs any covenants, conditions or agreements, Landlord, its agents or employees may enter the Leased Premises. That entry and performance shall not constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the performance of the covenants, conditions and agreements. Landlord, its agents and employees shall not be liable for claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 60 - Ownership

- (a) If the ownership of the Shopping Center is in a Real Estate Investment Trust, then Landlord and Tenant agree that Minimum Annual Rental, Percentage Rental and all additional rental paid to Landlord under this Lease (collectively referred to in this Article as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations (the "Regulations"). Should the Code or the Regulations, or interpretations of them by the Internal Revenue Service contained in Revenue Rulings, be changed so that any Rent no longer qualifies as "rent from real property" for the purposes of Section 856(d) of the Code and the Regulations, other than by reason of the application of Section 856(d)(2)(B) or 856(d)(5) of the Code or the Regulations, then Rent shall be adjusted so that it will qualify (provided however that any adjustments required pursuant to this Article shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to the adjustment).
- (b) Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or Landlord's affiliates or by one or more third parties hired by Landlord or Landlord's affiliates. Tenant agrees that upon Landlord's written request it will enter into direct agreements with the parties designated by Landlord to provide such services, provided that no such contract shall result in Tenant having to pay, in the aggregate, more money for the occupancy of the Leased Premises under the terms of this Lease, or Tenant's receiving fewer services or services of a lesser quality than it is otherwise entitled to receive under the Lease.

ARTICLE 61 - Special Provisions

(a) The definition of "Hazardous Material" contained in ARTICLE 15(d) also includes the Massachusetts Hazardous Waste Management Act, M.G.L. Chapter 21C, as amended, and the Massachusetts Oil and Hazardous Material Release and Response Act, M.G.L. Chapter 21E, as amended, and regulations adopted thereunder.

The exhibits are incorporated by reference into this Lease.

If Tenant is a CORPORATION, the authorized signatory shall sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice president and attested by the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors provides otherwise. In that case, the bylaws or a certified copy of the resolution shall be attached to this Lease. The appropriate corporate seal must be affixed to the Lease.

TENANT:

Duchang Investments Inc., a Massachusetts corporation

dba "Tous Les Jours"

By: Authorized Signators

LANDLORD:

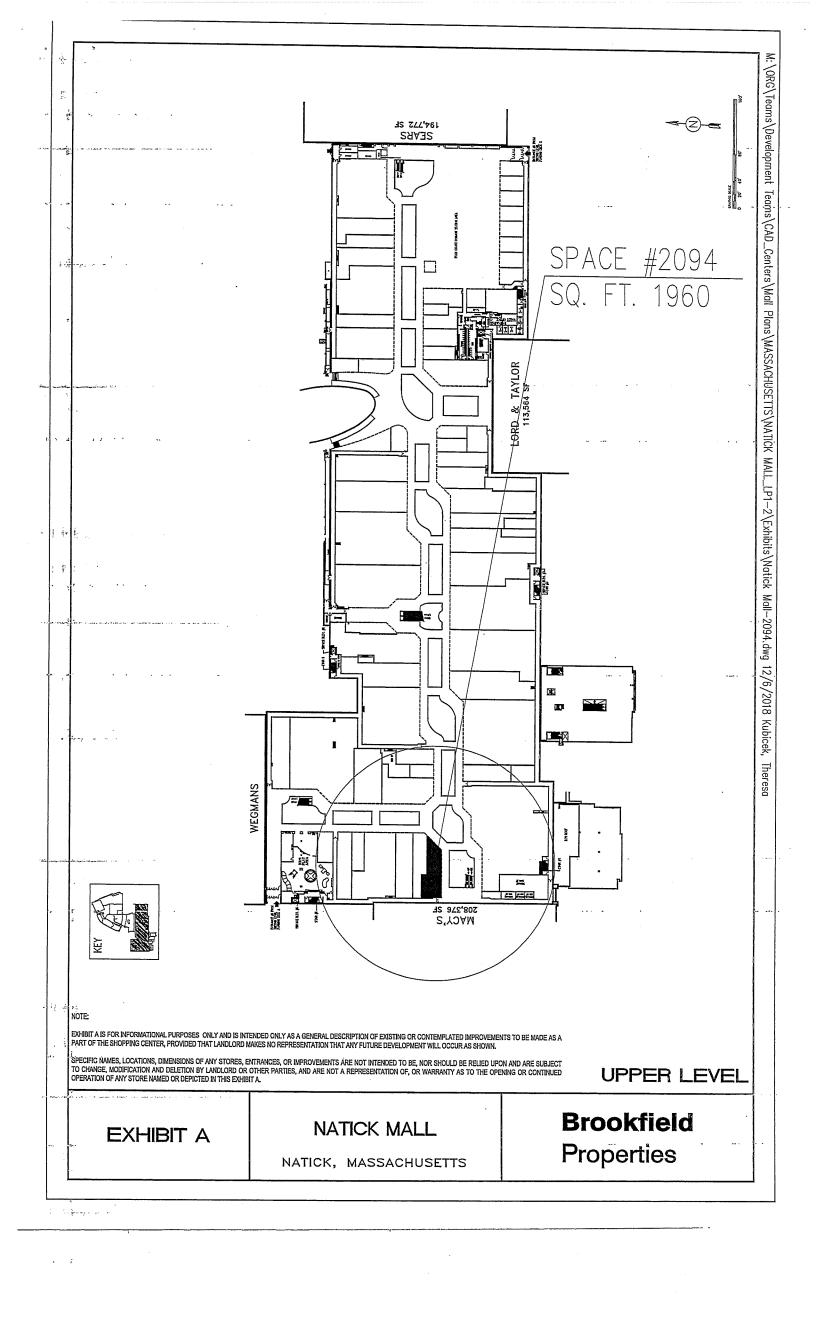
NATICK MALL, LLC, a Delaware limited liability company

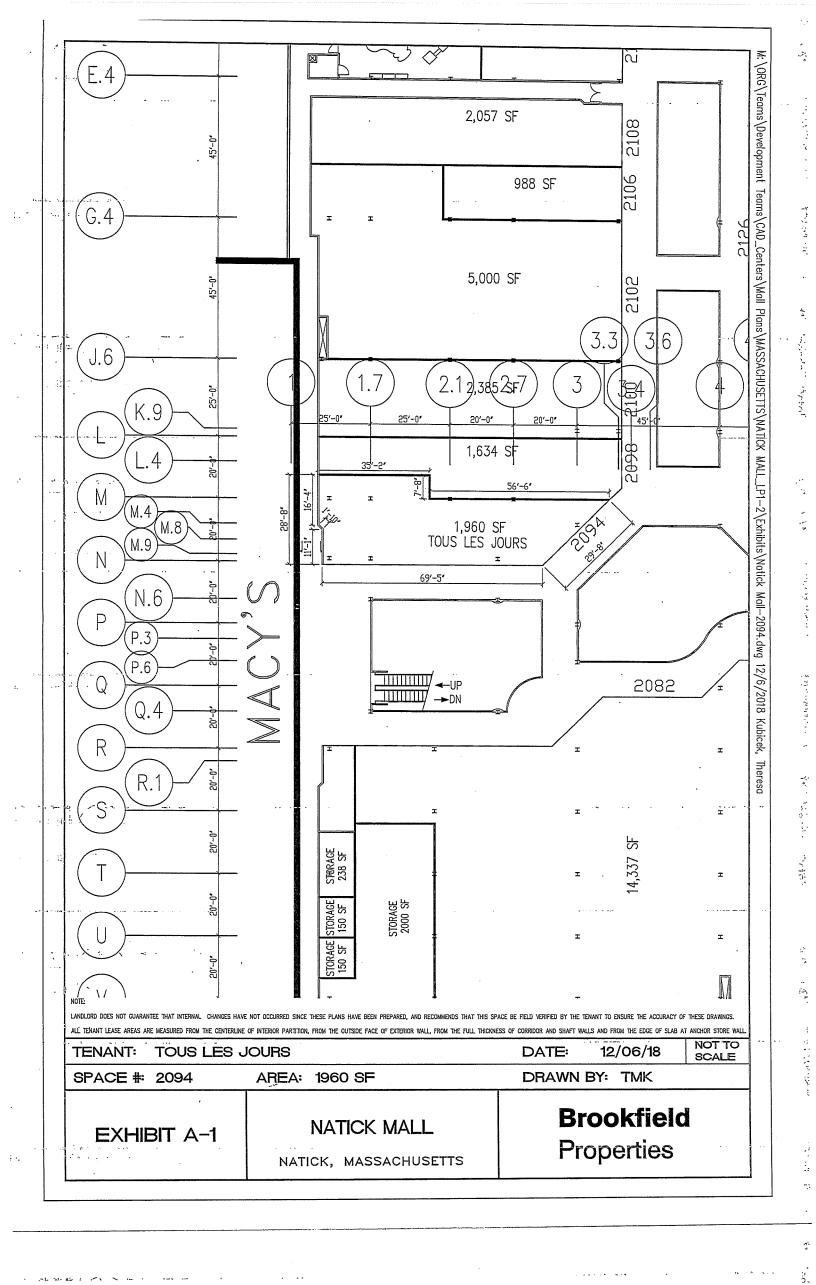
Authorized Signatory

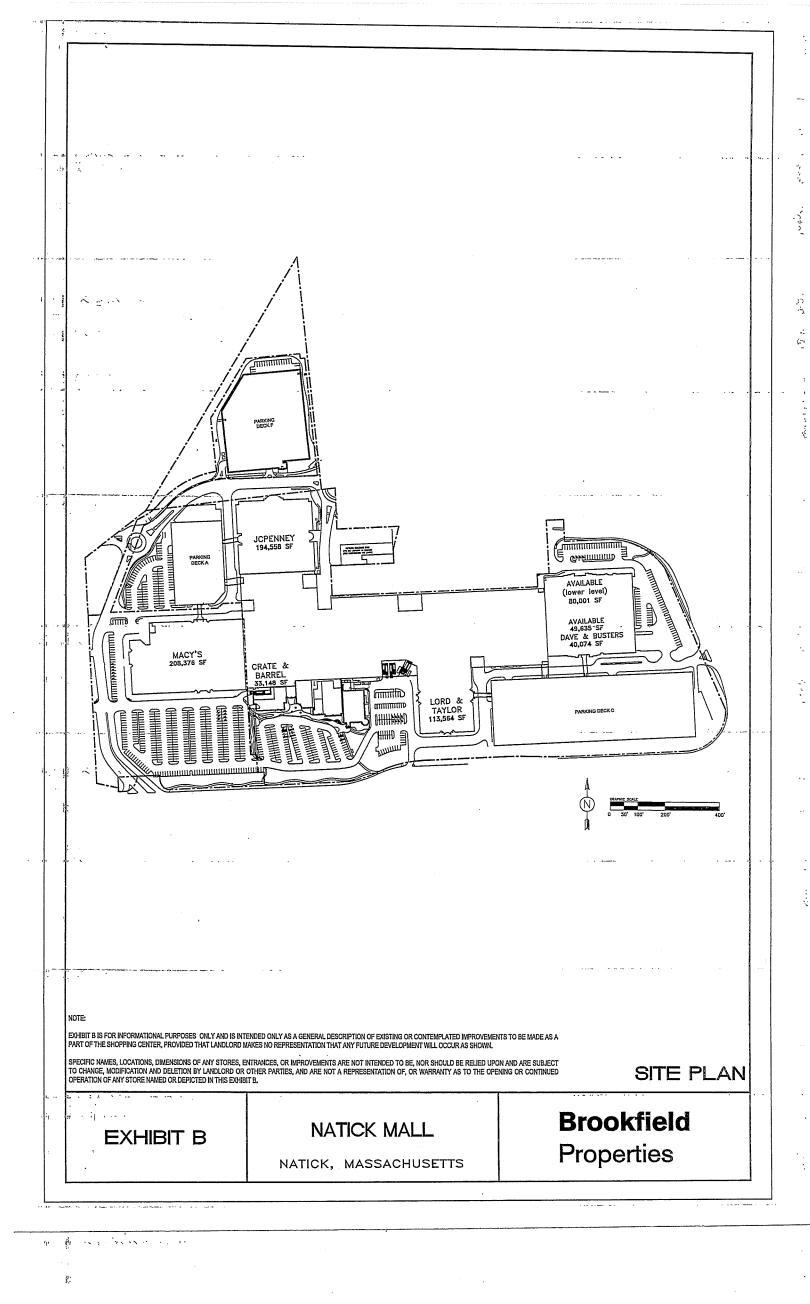
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AFFIDAVIT

Sworn to before me this 31 day of January , 2019.







DESCRIPTION OF LANDLORD/TENANT WORK

ALL TENANTS

Natick Mall NATICK, Massachusetts

Tenant accepts the Leased Premises in its "as-is" condition. Tenant, at Tenant's expense, shall complete any improvements that may be required for Tenant's use of the Leased Premises. If Tenant's design is not feasible with the existing utility locations, such as mechanical, electrical, plumbing or fire protection, any alterations to the existing utility locations shall be completed by Tenant at Tenant's expense, subject to Landlord's prior approval. All such work shall be in accordance with this Exhibit "C", the Tenant Criteria Manual and other information contained within the Tenant Package reference below. All work to be performed by Landlord in delivering the Leased Premises to Tenant shall be limited to those items expressly set forth in Exhibit "C" and Article 2 of the Lease, some of which may be performed by Landlord on behalf of, and for Tenant as is more fully described herein.

A. TENANT PACKAGE

<u>Tenant Package</u> Landlord shall provide a "Tenant Package" to better identify the Leased Premises and provide details in describing conditions of the shell structure. This package may contain such items as:

- a. Lease exhibit drawing indicating approximate Leased Premises.
- b. Dimensional floor plan drawings, if available. Tenant shall not rely on such plans or drawings and must field-verify physical dimensions and existing conditions in the Leased Premises prior to and during Tenant Work (defined in ARTICLE 2 of the Lease).
- c. Criteria Manual containing Tenant-required drawing submissions information, sign criteria, architectural, electrical and mechanical information necessary for the preparation of Tenant's plans, typical detail sheets, and other information.
- d. By the execution of Tenant's Lease, Tenant acknowledges receipt of the Tenant Package and by this reference, it is incorporated in the Lease.

B. TENANT PLAN SUBMITTAL REQUIREMENTS

1. <u>Tenant Working Drawings</u>

Tenant shall provide working drawings consisting of architectural, mechanical, electrical, plumbing, structural, life safety, specifications and supporting calculation data, prepared by a registered architect and licensed engineer of the state in which the Shopping Center is located as deemed necessary by Landlord. Refer to Tenant Package for details. Tenant agrees to comply with the schedule set forth in 2 below.

2. Tenant Plan Submittal & Additional Requirements

- a. By the submittal date for preliminary plans and specifications specified in the Reference Provisions, Tenant agrees to notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for Tenant's Work. At the same time Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) preliminary drawing submittal for Tenant's Work, adhering to the requirements as described in the Tenant Package.
- b. If Tenant does not furnish Landlord with the identity of Tenant's architect or furnish Landlord with drawings and specifications by the required date, Landlord shall have the right, in addition to any other right or remedy it may have at law or in equity, to cancel and terminate this Lease by written notice to Tenant. Landlord shall in addition to all other remedies, be entitled to retain and have recourse to any bond, deposit or advance rental previously deposited by Tenant under this Lease as liquidated damages.
- c. By the submittal date for final plans and specifications specified in the Reference Provisions, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval three (3) sets of final working drawings and specifications for Tenant's Work, adhering to the requirements as described in the Tenant Package.
- d. Landlord shall review Tenant's drawings and specifications and notify Tenant within 15 days of their receipt if they do not meet with Landlord's approval.
 Tenant shall, within 10 days of the receipt of notification, revise and resubmit the

drawings and specifications. When Landlord has approved Tenant's drawings and specifications, Landlord shall initial and return one (1) set of approved drawings to Tenant. That set shall show the date of Landlord's approval, and shall be made a part of this Lease as "EXHIBIT P."

- e. If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval.
- f. No approval by Landlord shall be valid unless signed in writing by Landlord or Landlord's representative.
- g. Tenant shall prepare its plans and perform Tenant's Work in compliance with Landlord's requirements, governing statutes, ordinances, regulations, codes and insurance rating boards. Tenant shall pay Landlord for review of final plans at the rate of \$0.50 per square foot of space in the Leased Premises, plus \$0.25 per square foot for each required additional review of final plans. Landlord's approval does not relieve Tenant of its obligation to complete Tenant's Work in accordance with the terms of the Lease, nor of the necessity of Tenant's compliance with the laws, rules, regulations and ordinances of local governing authorities.
- h. Any approval by Landlord or Landlord's architect shall neither obligate Landlord in any manner whatsoever with respect to the finished product, design and/or construction by Tenant nor be deemed to be a modification or amendment to the provisions of the Lease. Any deficiency in design or construction, with or without prior approval of Landlord, shall be solely the responsibility of Tenant. Tenant shall be solely responsible for corrections in Tenant's Work and its working drawings and specifications required by governmental authority.
- i. Notwithstanding anything to the contrary contained in this Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations, ordinances and independent inspections. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA. Upon completion of work, Tenant's or Tenant's architect must supply to Landlord a letter, satisfactory to Landlord, stating that the Leased Premises have been designed and constructed in accordance with and are in compliance with the ADA.
- j. Within 10 days after opening for business in the Leased Premises, Tenant shall provide Landlord with one set of "as-built" drawings and specifications indicating the changes from EXHIBIT P made during the performance of Tenant's Work. As-built drawings shall accurately locate all underground utilities and equipment installed. As-built drawings shall be delivered to Landlord prior to final inspection of the Leased Premises.

C. STRUCTURE

1. Building Shell

- a. Landlord may provide, at its option, a concrete floor slab within the interior of the Leased Premises at Tenant's expense. In the event Landlord provides a concrete floor slab based on the area of the Leased Premises, Tenant shall pay Landlord \$3.00 per square foot for concrete slab. Such concrete slab shall be installed in accordance with the requirements as described in the Tenant Criteria Manual. Any tenant whose requirements exceed the designed live load shall furnish Landlord with load information prepared by a licensed structural engineer. At Landlord's option, Landlord may, at Tenant's expense, submit structural information to its engineer for verification.
- b. Tenant is responsible for maintaining the integrity of the concrete slab. Any alterations to Landlord's slab shall be executed in accordance with the requirements described in the Tenant Criteria Manual.
- c. Upper and lower level suspended slab floor penetrations shall be core-drilled; no saw cutting or trenching is permitted. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual.
- d. Structural modifications and or additions by Tenant to Landlord's structure is subject to Landlord's prior approval. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense.

2. <u>Roof Penetrations</u>

Roof penetrations by Tenant shall be held to a minimum. Penetrations, flashing and patching of the roofing system shall be made by Landlord's roofing contractor, subject to Landlord's prior approval, at Tenant's expense. Any structural framing or structural calculations required by Landlord as a result of Tenant's roof penetrations shall be performed at Landlord's option by Landlord's contractor, at Tenant's expense. Any associated curbs, rails, skids, etc. which can impact the roof system shall be designed in accordance with the manufacturer's recommendations and installed by Landlord's approved roofing contractor, at Tenant's expense.

3. <u>Waterproof Membrane</u>

All food tenants, high water use tenants such as, beauty salons, pet stores, etc., lower and upper level tenants whose design includes water being present, such as in kitchens or restrooms, shall install and maintain a waterproof membrane approved by Landlord throughout the Leased Premises. A water test shall be performed by Tenant. Tenant is responsible for maintaining liquid-tight capacities of the floor and other boundaries of the Leased Premises.

4. <u>Fireproofing</u>

Landlord may provide, at its option, fire retardant material on its structure within the Leased Premises. Tenant shall be required to protect fireproofing and damage to fireproofing shall be repaired by Tenant as necessary to meet the requirements and recommendations of applicable code and local inspectors, at Tenant's expense.

D. STOREFRONTS

1. Neutral Piers and Bulkhead

Landlord may provide, at its option, vertical neutral surfaces or structural columns at the lease line separating Tenant storefront construction from another adjacent space. Tenant shall pay Landlord \$200.00 for neutral piers and \$6.50 per lineal foot of bulkhead soffit. The storefront area will be left open for Tenant construction between the edges of the neutral surfaces and between the mall finished floor and the underside of the horizontal soffit.

2. Additional Storefront Requirements

- a. Landlord has established design criteria regulating materials and construction of the storefronts and signage so that tenant storefronts contribute to the overall design concept of the Shopping Center. In order to contribute to this theme, the overall storefront design must conform to the design criteria as described in the Tenant Criteria Manual. Landlord has the right to reject storefronts which do not meet the design criteria and to accept and approve unusual designs that deviate from the required criteria, all at Landlord's sole discretion.
- b. Tenant is responsible for constructing a complete storefront to the full height and for making a suitable attachment or termination of construction to the bulkhead soffit and proper closure against each neutral pier. Refer to Tenant Criteria Manual for details. Tenant shall be solely responsible for the repair of damage it causes to Landlord's finish material.
- c. Tenant's storefront shall be self-supporting. Limited lateral bracing is permitted from Landlord's structure. The storefront or any part of the interior cannot be suspended from Landlord's bulkhead framing or structure.

E. DEMISING WALLS AND EXITS

1. <u>Demising Walls</u>

- a. Landlord shall provide light gauge metal studs or unfinished masonry separating the Leased Premises from adjacent space. Tenant shall pay Landlord \$10.00 per linear foot for demising partitions.
- b. Tenant is responsible for furnishing gypboard on all demising partitions and surfaces in accordance with code and as described in the Tenant Criteria Manual.
- c. Tenants are prohibited from allowing music or other sounds to emanate from their space into an adjacent Tenant space or into the mall common area. Tenants who generate sound levels greater than 40 decibels, or as otherwise deemed necessary by Landlord, shall insulate their space against sound transmission. Methods to prevent sound transmission must be thoroughly detailed on Tenant's plans and is subject to Landlord's approval, as described in the Tenant Criteria Manual.
- d. Tenant is responsible for providing Landlord with anticipated load and weight calculations for any wall hung fixtures. If Landlord deems necessary, Tenant shall provide backing and bracing support to demising walls to compensate for loading

imposed by Tenant's wall-hung fixtures at Tenant's expense.

e. Tenant is responsible for the construction of any wall in which an expansion joint occurs, the construction of such wall shall be in accordance with acceptable construction design practices and applicable codes.

2. <u>Service Doors</u>

Tenant is responsible for furnishing and installing a service door connecting to service corridors or mall exterior service areas. The door shall comply with applicable code requirements and Landlord requirements as described in the Tenant Criteria Manual. In the event Landlord has installed any such doors, frames and hardware, then Tenant shall reimburse Landlord for the cost thereof at \$1000.00 per door.

3. Exit Requirements

Tenant is responsible for providing all exit requirements and exit identifications within the Leased Premises in accordance with requirements of applicable code and subject to approval by the local building authority.

F. INTERIOR FINISHES, FURNISHINGS AND EQUIPMENT

1. Floor Finish

Tenant is responsible for all floor finish covering materials for the Leased Premises and shall make a smooth, level transition with the mall floor at the lease line. In the event that Tenant is required to match Landlord's floor tile at Tenant's lease line and closure line, Tenant shall pay Landlord \$22.00 per square foot for Landlord selected floor tile. Tenant shall protect and repair any damage to Landlord's floor finish material, at Tenant's expense.

2. Wall Finish

Tenant is responsible for the installation of finished walls on the demising partitions, including any necessary additional supports, wall blocking, fire tapping and wall finishes, at Tenant's expense.

3. Ceilings

Ceiling height limitations are created by existing conditions and floor-to-floor heights vary throughout the Shopping Center. Where building conditions permit, higher ceilings may be allowed with the written approval of Landlord. Any relocation of or modification to existing piping, conduit and/or ductwork necessitated by Tenant's installation of a ceiling shall be at Tenant's expense. If the area above the ceiling is a return air plenum, ceilings are required throughout the Leased Premises including, without limitation, stock and toilet rooms.

4. Access Panels

Tenant is responsible for providing access panels throughout the Leased Premises. Tenant shall at minimum provide 24" x 24" flush mount access panels in the ceiling within the Leased Premises at dampers, HVAC equipment and elsewhere as required by Landlord or as required by code in order to provide access to the equipment.

5. Furnishings and Equipment

Tenant is responsible for furnishing and installing all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, coves and decorative light fixtures and other special effects, as first approved and permitted by Landlord and in accordance with all applicable federal, state, local laws, regulations and ordinances.

G. SIGNAGE

1. <u>Tenant Signage Submittal</u>

- a. Tenant shall submit sign manufacturer's shop drawings to Landlord depicting sign, lettering dimensions, overall dimensions, color, materials, mounting details, quantities and location of the sign in relation to each elevation, as described in the Tenant Criteria Manual. Signs, permits and related or resulting construction shall be Tenant's responsibility. All signs shall be installed under the supervision of Landlord. The sign contractor shall repair any damage caused by its work.
- b. Landlord's final written approval is required prior to sign fabrication. Tenant shall not be permitted to open for business in the Leased Premises without a sign that has been approved in writing by Landlord and which conforms to applicable building and electrical codes.

2. Interior Signage Requirements

a. No signage shall be applied to storefront or hung within 4'-0 from the lease line without Landlord's written approval. Refer to Tenant Criteria Manual for

additional information.

- b. No signs shall be allowed beyond the lease line without Landlord's written approval.
- c. No flashing, action, moving or audible signs are permitted.
- d. No television or projection screens are permitted within 15 feet of the lease line without Landlord's written approval. Subject to Landlord's approval of Tenant's plans and specifications, Tenant may install one or more video monitors in the Leased Premises that are visible from the Joint Use Area provided the sole purpose of such video monitors is the promotion of merchandise offered for sale in the Leased Premises and not for general advertising purposes. Sound from the video monitors may not emanate into the Joint Use Area and content displayed may not be unreasonably offensive to patrons of the Shopping Center. Landlord will have the right to revoke its approval and require Tenant to remove such video monitors on 2 days' prior notice if sound or content emanating from Tenant's video monitors is offensive in Landlord's sole discretion.
- e. Signs may be vertical, horizontal, and be illuminated. Multiple signing may be permitted on multi-directional storefronts but only with Landlord's prior written approval.
- f. The length of horizontal lettering shall not exceed 50% of the horizontal storefront length. The proportional ratio of the proposed signage length to the overall horizontal storefront length shall be left to the sole discretion of Landlord.
- g. Landlord reserves the right to regulate signage location throughout the mall and near Anchor stores.
- h. Wording is limited to the trade name of the store. Landlord shall review logos on a case-by-case basis.
- i. Sign shall be on a timer set to illuminate during mall hours.
- No sign manufacturer's identification, decals or registered trademark shall be permitted.
- k. Tenant shall keep the sign in good repair at all times.

H. HEATING VENTILATION AND AIR CONDITIONING

- 1. <u>Landlord provided Heating, Ventilation and Air Conditioning System, "HVAC System"</u>
 Landlord may provide, at its option, the HVAC system to the Leased Premises, as defined in the Tenant Criteria Manual. Tenant is responsible for design and installation, at its sole expense, of the mechanical system within the Leased Premises from Landlord's distribution point.
- 2. <u>Tenant provided Roof Top Unit, "RTU System"</u>
 - a. Tenant may, at its sole expense, upon prior written approval of Landlord, install and operate a supplemental RTU System on the roof of the Shopping Center. The RTU System shall supplement, and not replace, any existing air conditioning unit, and shall be compatible with the Landlord-provided air conditioning system in all respects including, but not limited to, roof integrity, structure, air flow, electric load, life safety alarm system and utility capacity.
 - b. In the event Landlord does not provide the HVAC system, Tenant is required to design and install the RTU System to the Leased Premises as defined in the Tenant Criteria Manual.
 - c. Landlord may provide, at its option, universal roof supports for roof-mounted equipment. Tenant shall reimburse Landlord for all associated costs.
 - d. Tenant shall locate the RTU System and provide structural modifications in order to comply with the Shopping Center's structural load limits. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense. Landlord may require modifications to Tenant's design and construction.
 - e. Tenant shall not install or operate the RTU System without the prior written approval of Landlord. Tenant shall not enter the roof without prior permission

from a representative of Landlord.

- f. Tenant shall supply Landlord with maintenance agreements, plans and specifications for the installation and operation of the RTU System.
- g. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have no right to an abatement, deduction or set-off in rental if Tenant's RTU System is or becomes inoperable.

3. Additional Tenant Requirements

- a. Tenant is responsible for providing the mechanical system within the Leased Premises, including but not limited to maintenance, supply metal ductwork, grilles, registers, electrical wiring, controls, heating, heat detection and circuitry necessary for the satisfactory operation of an air conditioning system. Refer to Tenant Criteria Manual for details.
- b. Tenant is responsible for the design of all ductwork and accessories for air distribution in accordance with the procedures described in the American Society of Heating, Refrigerating, and Air Conditioning Engineering Guide ("ASHRAE"), and in accordance with the latest methods recommended in the Sheet Metal and Air Conditioning Contractors National Association ("SMACNA") low velocity duct manual, and as otherwise set forth by code.
- c. In the event Landlord provides a pre-approved mechanical contractor, Tenant will be required to use Landlord's contractor for the purchase and installation of Tenant's HVAC unit, heating & cooling equipment and HVAC curb, all at Tenant's sole expense. Refer to Tenant Criteria Manual for details.
- d. Tenant is responsible for providing the Leased Premises with its own thermostat(s) in accordance with the requirements of the Tenant Criteria Manual.
- e. Tenant shall provide plans, specifications and calculations required in connection with the installation and operation of Tenant's HVAC System. Any review of the plans, specifications and calculations performed by Landlord or Landlord's engineer, as Landlord deems necessary, shall be at Tenant's expense.
- f. Tenant is required to route HVAC condensation lines as directed by code and the mall on-site representative.
- g. Tenant is responsible for providing Landlord copies of air test and balance reports upon completion of work.
- h. Tenant shall reimburse Landlord, at Landlord's option, for any measurement system(s) required by Landlord for measuring Tenant's consumption of conditioned air.
- i. Landlord may provide, at its option, a smoke evacuation and control system within the Leased Premises. In the event Landlord provides a smoke evacuation and control system, Tenant shall pay Landlord \$3.00 per square foot.
- j. Tenants HVAC System and related rooftop equipment must be compatible with Landlord's life safety/ smoke exhaust system. Alterations to and interface with Landlord's life safety/smoke exhaust system shall be by Landlord's contractor at Tenant's sole expense.
- k. Tenant may be required to provide and install, at Tenant's expense, heat or smoke detectors within the Leased Premises to shut down the heating, air conditioning and ventilation whenever an abnormal condition is detected. In addition, these devices may be required by local code authorities as part of the fire prevention smoke removal system. Refer to Tenant Criteria Manual for details.
- Landlord shall have the right to require Tenant to cease operation of the Tenant's HVAC System if it is causing damage to any of the structural or mechanical elements of the Shopping Center, interfering with or diminishing any service provided by Landlord or others, or interfering with any other tenant's business.

I. TOILET EXHAUST SYSTEM

a. Landlord may provide, at its option, a common toilet exhaust system to the Leased Premises, as defined in the Tenant Criteria Manual. Tenant shall design and install a toilet exhaust system and connect to Landlord's exhaust duct system within the Leased Premises.

b. In the event Landlord does not provide the common toilet exhaust system, Tenant is required to design and install the exhaust system for the Leased Premises, per code and as defined in the Tenant Criteria Manual.

J. SPECIAL EXHAUST AND MAKE-UP AIR SYSTEMS

1. Special Exhaust Systems

Odors produced by tenants such as food service, beauty salons, pet shops, etc. must be exhausted to the atmosphere through a tenant-furnished exhaust system. Tenant shall design and install an engineered exhaust and make-up air system to maintain a negative pressure in the Leased Premises to keep odors from disturbing Landlord, customers and other tenants. The location and minimum distance of exhaust fans from any air intakes shall be as directed by Landlord and in accordance with applicable code. Refer to Tenant Criteria Manual for details.

2. Make-Up Air Systems

Make-up air systems as referenced in 1 above shall be furnished and installed by Tenant, upon Landlord's approval, utilizing secondary mall air. If Tenant uses more than 10% of Landlord's air supply for Tenant's special exhaust system, Tenant shall be responsible for an adjusted operating charge.

3. <u>Exhaust Discharge</u>

- a. Tenant is responsible for providing mushroom-type exhaust discharge outlets. All roof-mounted equipment shall be approved by Landlord and installed on curbs per the specifications in the Tenant Criteria Manual. All roof flashing shall be performed by Landlord's roofing contractor at Tenant's expense. Projections above 3'-0" will require approval by Landlord and may require additional screening by Tenant.
- b. Tenant shall provide a residue trough grease containment system, approved by Landlord, on all roof-mounted grease exhaust discharge equipment. The containment system shall be cleaned and replaced on a regular basis.

4. <u>Damper Control and Interlock</u>

Tenant shall provide damper controls with automatic fan shutdown and interlock to maintain the original design air balance approved by Landlord and in accordance with applicable code. The control system must be able to shut down its fans in case of fire.

K. UTILITIES

1. Electric Service

- a. Landlord shall provide the main electric distribution system as more fully described in the Tenant Criteria Manual.
- b. Landlord may provide, at its option, an empty electrical conduit to the Leased Premises and associated electrical equipment serving the Leased Premises. In the event Landlord provides electrical conduit and equipment, Tenant shall pay Landlord \$800.00 for the empty electrical conduit and \$2,500.00 for electrical equipment.
- c. In the event Landlord provides a Cable Tap Box assembly ("CTBA") switch terminal to the Leased Premises, Tenant shall pay Landlord \$2,500.00.
- d. Landlord will furnish electric service within the Leased Premises of not more than 15 watts per square foot. Tenant's electrical requirements for the space shall be determined from Tenant's electrical engineering plans in accordance with the National Electrical Code ("NEC"). If the electrical service described above exceeds the minimum electric service required by the NEC and as Tenant's plans indicate, Tenant shall relinquish to Landlord such excess service. Electrical system within the Leased Premises shall be "as-is" with all electrical upgrades and modifications by Tenant at Tenant's expense, upon Landlord's approval.

2. <u>Tenant Electrical Requirements</u>

- Tenant is responsible for providing a complete electrical system from Landlord's distribution point within the Leased Premises. This shall include, but not be limited to, all necessary labor, branch and main circuit breakers, panels, transformers, connection to HVAC power supply, temperature controls and connection to Landlord's smoke detector or smoke evacuation system, if required.
- b. Tenant shall pull copper conductors in conduit and make final connections at Landlord's electrical distribution panel. Conductors shall be continuous with no splices between the switchgear in the distribution room and panels within the Leased Premises.

- c. Tenant's electrical engineer shall include an electrical riser line diagram and a complete electrical panel schedule (quantities and sizes of lamps, appliances, signs, water heaters, etc.), indicating individual and total demand of all electrical loads.
- d. Electrical materials and equipment shall be new and installed per code and shall bear the Underwriters Laboratories label. All wire must be copper.
- e. Lighting fixtures shall be furnished and installed by Tenant, and shall be of a type approved by applicable codes. Recessed fixtures in furred spaces shall be connected by a flexible metal conduit and run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall have individual non-resetting overload protection.
- f. Panel board furnished and installed by Tenant for lighting and power within the Leased Premises shall be equal to type NLAB class panels, and shall meet the requirements of applicable code.
- g. A floor-mounted transformer shall be furnished and installed by Tenant, as required.

3. Water Service

Landlord may provide, at its option, a cold water supply line at or near the boundary of the Leased Premises. The water service will terminate with a valve connection. Tenant shall pay Landlord \$300.00 per valve connection.

4. Sanitary Service

Landlord may provide, at its option sanitary sewer stubs at or near the boundary of the Leased Premises. Tenant shall pay Landlord \$1,000.00 per sanitary sewer stub

5. <u>Vent Stub</u>

Landlord may provide, at its option, plumbing vent stacks throughout the Shopping Center. Tenant shall pay Landlord \$500.00 per vent connection.

6. Tenant Plumbing Requirements

- a. Tenant is responsible for providing a complete plumbing system from Landlord's point of service within the Leased Premises. This shall include, but not be limited to, all necessary labor, connections to supply stubs, piping, vents, clean-outs, fixtures, etc. necessary for the satisfactory operation of a plumbing system.
- b. Lower Level Tenant is responsible for connecting to Landlord's sewer stubs where provided. Upper Level Tenant is responsible for providing the floor penetrations for connecting plumbing to sanitary sewer stubs. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual to prevent the penetration of odors or liquids to any space below the Leased Premises. Floor penetrations shall be core-drilled; no saw cutting is permitted. All horizontal sanitary sewer lines shall be installed above the ceiling of a lower level tenant and the lines shall be insulated to prevent condensation.
- c. Tenant is responsible for providing cleanouts in accordance with applicable codes.
- d. Where more than one tenant is required to attach to a single sanitary and/or vent stub, the first installing tenant shall install a plugged "Y" branch fitting for future connections, at that tenant's expense. Tenant shall run piping to the nearest stack and connect to the opening provided by Landlord.

7. Water Meter

Tenant is responsible for connecting at the point of service and installing an accessible water meter or accessible remote readout, and extending service according to Tenant's requirements, in accordance with Code and the Tenant Criteria Manual.

8. Water Heaters

Tenant is responsible for providing electric water-heaters for domestic water usage in the Leased Premises. Electric water-heaters shall be automatic and shall be limited to 12-gallon capacity or as per code. Water heaters must have a pressure relief valve discharge piped to the nearest drain in the Leased Premises.

9. <u>Toilet Facilities</u>

Tenant is responsible for providing toilet facilities in compliance with ADA within the Leased Premises, and shall provide and maintain a Landlord approved waterproof membrane, at Tenant's expense. A minimum of one water closet, one lavatory and one cleanout, in accordance with code, is required in the Leased Premises. Food court tenants shall not be subject to this requirement unless required by applicable code. Upper level

tenants shall not place toilet facilities over Landlord's electrical service room.

10. Natural Gas Service

If natural gas service is available from the local utility company, Landlord shall arrange for the installation of the meter banks and mains at the designated locations throughout the Shopping Center. Landlord may shall provide, at its option, a natural gas line to the Leased Premises. Tenant shall pay Landlord \$2,000.00 for natural gas line. All piping, associated work and meter for extension of services to the Leased Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

11. Telephone

Landlord shall arrange with the telephone company to install telephone service to the main telephone terminal. Landlord may provide, at its option, a raceway from the main telephone terminal to the Leased Premises. All telephone work for extension of services to the Leased Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

L. SPECIAL FOOD TENANT REQUIREMENTS

1. Food Preparation Extinguishing Systems

- a. Tenant shall design and install automatic extinguishing equipment in accordance with the National Fire Protection Association Standard latest edition. The extinguishing system shall be an Underwriters Laboratories approved preengineered system with the following features:
 - i. Protection of the hood and duct;
 - ii. Surface protection for deep fat fryer, griddle, broiler and range;
 - iii. Automatic devices for shutting down fuel or power supply to the appliances. These devices must be of the manual reset type;
 - iv. Provided with a simple means to manually activate the fire extinguishing equipment within a path of ingress or egress. The means of manual activation shall be mechanical (not electrical) and must be clearly identified.
- b. Tenant shall ensure that extinguishing system is inspected in accordance with code. Tenant shall enter into an inspection agreement with a firm qualified by the system manufacturer to perform such inspections. The systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for prior review and approval.

2. Grease Removal and Cleaning

- Tenant shall remove grease from all exposed surfaces of the Leased Premises daily. Additionally, Tenant agrees to retain a dependable bonded degreasing service for the Leased Premises on a minimum monthly basis throughout the term of this Lease to clean and degrease the entire kitchen area, ranges, cooking equipment, broilers, stoves, hoods, vents, exhaust and blower systems, filters and all associated ductwork to prevent grease accumulation. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost.
- Copies of maintenance and cleaning reports shall be submitted to Landlord's onsite representative.
- c. Underwriters Laboratories approved grease-extracting hoods with water wash down cycle or conventional range hood with washable grease filters in accordance with applicable code are acceptable and subject to Landlord's fire protection engineer's approval.

3. <u>Grease Interceptor</u>

- Landlord may provide, at its option, a common grease trap system for food tenants. Tenant shall pay Landlord \$3.00 per square foot for the common grease trap system.
- b. If Tenant is unable to connect to Landlord's common grease trap system, Tenant shall install, (in accordance with applicable code and subject to Landlord's approval), a dedicated grease trap system and indicate the location of the dedicated grease trap system on its plumbing plans.
- c. All food-related tenants shall connect all sinks and floor drains within the Leased Premises (except toilet facility fixtures and drains) to the grease line in accordance with applicable code, and subject to Landlord's approval.

4. Grease Trap Service and Removal

- a. Tenant is responsible for properly maintaining its grease trap system. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost. Tenant shall not place any grease into trash compactor, normal garbage containers, floor & sink drains or toilets. Landlord may provide, at its option, grease containers in a designated area for grease removal. In the event Landlord does not provide grease containers, Tenant is responsible to provide the grease container in a designated area as defined by Landlord. Tenant may be required to use Landlord's pre-approved removal service at Tenant's sole expense.
- b. Copies of maintenance and cleaning reports shall be submitted to Landlord's onsite representative.

M. FIRE PROTECTION SYSTEM

1. Tenant Sprinkler System

- a. Landlord may provide, at its option, a complete wet sprinkler fire protection grid system within the Leased Premises. Tenant shall pay Landlord \$3.00 per square foot for the sprinkler fire protection grid system.
- b. Landlord may provide, at its option, a blind flange connection for Tenant's sprinkler system stubbed in the Leased Premises. Tenant shall pay Landlord \$1,000.00 for blind flange connection.
- c. Tenant shall design and install an engineered wet sprinkler fire protection system within the Leased Premises. In the event Landlord provides a pre-approved sprinkler contractor Tenant will be required use Landlord's contractor for such work at Tenant's expense.
- d. Tenant's fire protection system shall comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Any modifications or additions to the sprinkler system, main relocation, or installation of any necessary sprinkler heads shall be engineered, fabricated and installed by Tenant at Tenant's expense. Refer to Tenant Criteria Manual for details
- e. Tenant's sprinkler drawings and hydraulic calculations shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.
- f. Tenant shall pay Landlord \$350.00 per shutdown for Tenant's sprinkler system tie-in to Landlord's sprinkler system.

2. <u>Tenant Fire System</u>

- a. Landlord may provide, at its option, a connection for a fire alarm system within or adjacent to the Leased Premises. Tenant shall pay Landlord a charge of \$1,000.00 for the fire alarm point of connection. In the event Landlord completes final fire alarm system hookup, it shall be at Tenant's expense. Refer to Tenant Criteria Manual for details.
- b. Tenant may be required to design and install an engineered fire alarm system within the Leased Premises. Tenant's fire alarm system shall be compatible with Landlord's system and comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Refer to Tenant Criteria Manual for details.
- c. Tenant's fire alarm drawings shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.

3. <u>Tenant Fire Extinguishers</u>

Tenant shall provide and install fire extinguishers in the Leased Premises. The number of extinguishers provided by Tenant shall be as required by applicable building codes, fire marshal and be approved by Landlord's insurance carrier.

N. CONSTRUCTION REQUIREMENTS

1. <u>Construction Deposit</u>

Tenant shall cause its general contractor to deposit with Landlord, without liability for interest, the sum of \$5000.00 prior to construction start. This sum shall be applied toward any costs incurred by Landlord or Landlord's contractor to repair any damage to Landlord's

property and to complete any part of Tenant's Work which Tenant or Tenant's contractor fails to complete within the time period required by ARTICLE 2 of the Lease. This remedy shall be in addition to and not in lieu of any other rights and remedies of Landlord. The balance of the deposit shall be returned to Tenant's general contractor after Tenant's Work has been reviewed and accepted by Landlord.

2. <u>Construction Barricade</u>

Landlord may require Tenant to erect a barricade that complies with mall standards at the start of Tenant's Work, at Tenant's expense. In the event Landlord has previously erected a barricade or if Tenant fails to erect a barricade and Landlord elects to erect a barricade on Tenant's behalf, Tenant shall pay Landlord \$85.00 per lineal foot for the barricade. Tenant's barricade may not be dismantled without Landlord's prior approval.

3. <u>Construction Trash Removal</u>

Tenant is responsible for trash removal during construction, fixturing and stocking at Tenant's expense. Tenant shall break its boxes down and place its trash daily in the containers provided. Trash accumulation shall not be permitted overnight in the Leased Premises, Joint Use Areas or service corridors. In the event Landlord provides construction trash removal, Tenant shall pay Landlord a single charge equal to the greater of \$750.00 or \$0.75 per square foot of the Leased Premises. Compliance with Landlord's recycling program is mandatory.

4. <u>Temporary Electric</u>

Landlord may provide, at its option, temporary electrical service in general areas during construction. Tenant shall request, in writing, permission to connect to the temporary service and distribute temporary service to the Leased Premises in accordance with applicable code. In the event Landlord provides temporary electrical service, Tenant shall pay Landlord a single charge equal to the greater of \$750.00 or \$0.75 per square foot of the Leased Premises.

5. <u>Contractor Requirements</u>

- a. Tenant and or Tenant's contractor shall not commence any work without checking in with Landlord's on-site representative and supplying all required preconstruction documents. Documents shall include but not be limited to a copy of building permit, Certificate of Insurance and contractor's license.
- b. Tenant shall ensure that all Tenant's contractors are bondable and licensed in the state where the Shopping Center is located. Landlord shall have the right to approve Tenant's contractors and subcontractors; however, approval shall not constitute the assumption of any responsibility or liability by Landlord for the actions of Tenant's contractors or subcontractors or the quality or sufficiency of Tenant's Work.
- c. Tenant's contractor or subcontractor shall not post signs in any part of the Shopping Center, on construction barricades or in the Leased Premises without approval from Landlord.
- d. All supplies necessary for construction, fixturing or merchandising the Leased Premises must be delivered through designated truck docks and down the service corridors.
- e. The contractor may perform "noisy" construction, such as jack hammering, saw cutting, core drilling, etc., only during hours approved by Landlord's on-site representative. The Landlord's on-site representative will terminate any construction activity that is deemed excessively noisy or dusty or which is disruptive to the normal operations of the adjacent tenants and/or the mall.
- f. Tenant's contractor shall obtain Landlord's approval regarding all drilling, welding or other attachment to Landlord's structural system. Approval by Landlord shall be in writing before the start of Tenant's Work, and must be clearly identified on Tenant's drawings. Landlord approval of the drawings does not relieve Tenant's contractor of the responsibility to make a request in writing prior to starting Tenant's Work.
- g. Tenant's contractor shall supply fire extinguishers during construction, in accordance with code.

6. Tenant's Work

- a. Tenant shall conform to and comply with all federal, state, county and local laws, ordinances, permits, rules and regulations in the performance of Tenant's Work or in the performance of any alterations, additions or modifications.
- b. Tenant's Work shall be coordinated with Landlord's Work as well as with the work of other tenants in the Shopping Center so that Tenant's Work shall not interfere

with or delay completion of other construction in the Shopping Center.

- c. In the event Tenant's Work and Landlord's Work shall progress simultaneously, Landlord shall not be liable for any injury to persons or damage to property of Tenant, or of Tenant's employees, licensees or invitees from any cause whatsoever occurring upon or about the Leased Premises, and Tenant shall and will indemnify, defend and save Landlord harmless from any and all liability and claims arising out of or connected with any injury or damage. Tenant acknowledges that these provisions become effective beginning upon the date Tenant or its agents first enter the Leased Premises. This obligation to indemnify shall include reasonable attorneys' fees and other reasonable costs, expenses and liabilities incurred by Landlord and its attorneys from the first notice that any claim or demand is to be made or may be made.
- d. Work performed by Tenant or Tenant's contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action between Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Leased Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Leased Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.
- e. Tenant agrees that it will not, at any time prior to or during this Lease, including the period of the performance of Tenant's Work, either directly or indirectly employ or permit the employment of any contractor, or use any materials in the Leased Premises, if the use of the contractor or the materials would, in Landlord's sole opinion, create a difficulty, strike or jurisdictional dispute with other contractors engaged by Tenant or Landlord or others, or would in any way disturb the construction, maintenance or operation of the Shopping Center. If any interference or conflict occurs, Tenant, upon demand by Landlord, shall cause all contractors or all materials causing the interference, difficulty or conflict, to leave or be removed from the Shopping Center immediately.
- f. Tenant's Work shall be subject to inspection by Landlord during the course of construction for the purpose of determining the quality of the workmanship and adherence to Landlord requirements. Tenant shall require its contactor to cooperate with Landlord and correct any deficiencies noted by Landlord. All work performed by Tenant during the Term of the Lease shall be performed in accordance with this Lease, all exhibits thereto, the Tenant Design Manual and as directed by Landlord's representative.
- All work by Tenant, including repair work, shall be performed in a first-class g. workmanlike manner and shall be in a good and usable condition at completion. Tenant shall require any person performing work to guarantee that the work is free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of work shall include, without additional charge, all expenses and damages in connection with the removal, replacement or repair of any part of work which may be damaged or disturbed. All warranties or guarantees for materials or workmanship on or regarding Tenant's Work shall be contained in the contract or subcontract. The contract shall be written so that all warranties and guarantees shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and so that either party can directly enforce the contract.
- h. In the event Tenant or Tenant's contractor fails to perform Tenant's Work, or any part of Tenant's Work, in a manner satisfactory to Landlord within 10 days after receipt of Landlord's punch list, Landlord shall have the right, in addition to and not in lieu of Landlord's other rights and remedies, to perform the work and Tenant shall pay Landlord for costs incurred by Landlord in such performance.

O. INSURANCE REQUIREMENTS

Tenant's contractor must fulfill the following insurance requirements, and shall maintain at no

expense to Landlord:

- a. Workers' Compensation Insurance within statutory limits and Employer's Liability Insurance with limits of not less than \$100,000.
- b. General Liability Insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein and Contractor's Protective Liability coverage if contractor uses subcontractors.
- c. Motor Vehicle Liability Insurance in the Contractor's name, including owned, non-owned, leased and hired car coverage with limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Tenant shall cause each of its contractors to agree to name Landlord, the parents, subsidiaries and affiliates of Landlord and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, as Additional Insureds on Contractor's Commercial General Liability Insurance and Motor Vehicle Liability Insurance. In addition to the insurance Tenant is required to maintain under ARTICLE 19, Tenant shall maintain Builders Risk Insurance including water damage and earth movement for the full replacement cost of Tenant's Work.
- e. Each of Tenant's contractors shall also, to the fullest extent permitted under the law, protect, defend, save harmless and indemnify Landlord, the parents, subsidiaries and affiliates of Landlord, and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, and their employees, officers and agents against any and all liability claims, demands or expenses incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with any act or omission to act on the part of the indemnitor.
- f. Certificate evidence of the required insurance shall be furnished to Landlord before the start of Tenant's Work. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

P. GENERAL

1. <u>Landlord's Access</u>

Landlord, Tenant or any local utility company shall have the right, subject to Landlord's approval, to run utility lines, pipes, ducts, etc. above the Leased Premises. It shall be Tenant's responsibility to provide flush-mounted access panels in its finished work where required by Landlord.

2. Additional Landlord's Work

Landlord shall have the right to charge Tenant for certain improvements and other work performed by Landlord or caused to be performed by Landlord at Tenant's request within the Leased Premises although they may not be itemized in the Lease. This work shall be paid for by Tenant as additional rental upon notice by Landlord. Landlord has no duty, however, to do any work which Landlord is not specifically and expressly required to perform under this Lease or which, under any provisions of this Lease, Tenant may be required to perform. The performance of work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the work

3. <u>Hazardous Materials</u>

Tenant shall comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material. Upon expiration of the Term or the earlier termination of this Lease, Tenant shall provide Landlord with a statement signed by Tenant that the Leased Premises do not contain any Hazardous Material. If Tenant fails to do so, Landlord shall have the right to have the Leased Premises inspected for the presence of Hazardous Material, and if Hazardous Materials are present in the Leased Premises, to take all actions which are necessary to return the Leased Premises to the condition it was in prior to the presence of Hazardous Material in the Leased Premises, all at Tenant's expense. This obligation by Tenant shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

4. Tenant's Refuse

Tenant is responsible for keeping the Leased Premises, the corridor, mall or arcade adjacent to the Leased Premises broom clean and free of trash. If Landlord removes Tenant's or Tenant's contractor's trash, the charge to Tenant will be three (3) times Landlord's cost. Any material, whether trash or otherwise, placed outside of the Leased Premises for more

than 24 hours shall be subject to removal and disposal without notice.

5. <u>Certificate of Occupancy</u>

Tenant is responsible for obtaining a Certificate of Occupancy promptly following completion of Tenant's Work, and shall promptly forward a copy of it to Landlord prior to Tenant opening for business in the Leased Premises. Tenant shall not be permitted to open for business without a Certificate of Occupancy. Upon completion of Tenant's Work or any alterations under ARTICLE 12 of the Lease, Tenant shall submit an original contractor's notarized affidavit, all subcontractors' original notarized affidavits and original notarized final waivers of lien, as well as any original notarized lien waivers that Landlord may require from contractors, subcontractors, laborers, and material suppliers. The documents must be in a form and detail satisfactory to Landlord.

6. <u>Lien Protection</u>

- a. Neither Landlord nor any mortgage lender of Landlord shall be liable for any labor or materials furnished to Tenant upon credit, and no mechanics or other lien for labor or materials shall attach to or affect any interest of Landlord or the mortgage lender in the Leased Premises or the Shopping Center. Nothing in this Lease shall be deemed or construed to constitute Tenant as Landlord's agent or contractor for the performance of Tenant's Work. Tenant acknowledges that Tenant's Work is to be performed solely for the benefit of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of Landlord to any contractor for the performance of labor or the furnishing of any materials for Tenant, nor as giving Tenant authority to contract as the agent of or for the benefit of Landlord.
- b. If Landlord's insurance premium or real estate tax assessment increases as a result of Tenant's improvements to the Leased Premises, Tenant shall pay the increase as additional rental upon notice from Landlord.

7. Square Footage Calculations.

The calculations of the dimensions and square footage of the Leased Premises are from the centerline of interior partitions, from the outside face of exterior walls, and from the full thickness of corridor and shaft walls. No deductions are allowed for the space occupied by columns, interior partitions, or other interior construction or equipment installed or placed in the Leased Premises. The Leased Premises shall not include any space above the bottom of the structural framework supporting the upper level or roof of the Shopping Center, as the case may be, or below the floor level of the Leased Premises.

EXHIBIT F HVAC CHARGE SCHEDULE

ALL TENANTS

Natick Mall NATICK, Massachusetts

I. GENERAL

The charges described in this EXHIBIT F shall be deemed a portion of the Environmental Charges for purposes of ARTICLE 16 and shall be deemed additional rental under this Lease. The methods of computation and the factors and assumptions contained herein are subject to periodic adjustment and modification by Landlord in order to more accurately reflect changing operating conditions including, without limitation, changes in applicable codes, statutes, laws, ordinances and regulations.

As part of Tenant's plan submittal, Tenant shall provide to Landlord a complete description of all electrical, natural gas, water and sewer devices and equipment serving the Leased Premises. Such description shall include detailed specifications for such devices and equipment including, without limitation, the quantities and capacities.

H. ENVIRONMENTAL CHARGE FOR HEATING, VENTILATION, AIR CONDITIONING (the "HVAC Environmental Charge")

A. CHARGE FOR LANDLORD PROVIDED HVAC EQUIPMENT, MAINTENANCE AND NON-ENERGY OPERATION EXPENSES

Tenant shall be obligated to pay a HVAC Equipment, Maintenance and Non Energy Operation Charge in the amount of \$2.50 per square foot of the Leased Premises, subject to an increase in the amount of 4% each January 1 following the Opening Date. This charge is for the cost and expense of the Landlord provided HVAC system to the Leased Premises, together with its repairs and maintenance, materials and supplies, wages and other compensation (including supervisory personnel), Workers' Compensation, payroll taxes and compressor or boiler insurance and all other non-energy costs or expenses. As Tenant's payments due hereunder are predetermined and not subject to adjustment except as expressly provided herein, Tenant shall have no express or implied right to examine, inspect or audit Landlord's records pertaining to the HVAC Equipment, Maintenance and Non-Energy Operation Expenses.

B. LANDLORD PROVIDED HVAC SYSTEM ENERGY EXPENSE

- 1. Tenant shall also pay its share of the energy expenses necessary to operate the Landlord provided HVAC System. Landlord's engineer shall calculate Tenant's share of the HVAC System Energy Expense based on the anticipated cooling load required for the Leased Premises based upon Tenant's Plans. The calculation may be further adjusted to the extent Tenant varies the temperature of the Leased Premises from the standard Shopping Center temperature set point or otherwise modifies the Leased Premises such that the cooling load might be affected.
- 2. Tenant's share of HVAC System Energy Expense shall be computed by multiplying the applicable energy expenses and costs incurred by Landlord in connection with operating the Landlord provided HVAC System (i.e., electricity, natural gas, water, steam and sewer (as the ease may be)), by a fraction, the numerator of which shall be Tenant's relative cooling load factor, and the denominator of which shall be the total of all relative cooling load factors for non Anchor spaces in the Shopping Center which are leased, open and operating, and which utilize the corresponding Landlord provided HVAC system.
- 3. Prior to Tenant adding or removing equipment or devices or otherwise modifying the Leased Premises to either increase or decrease usage of HVAC services, or modifying its hours of operations, Tenant shall notify Landlord of such modification or change in writing and shall provide Landlord's engineer with a detailed description of the change or modification. Landlord's engineer shall then recalculate the Tenant's cooling load factor. The revised HVAC load factor shall become effective as of the date the modifications or changes are made. Landlord, at Landlord's Option, may elect to check Tenant's consumption of HVAC services from time to time and adjust the HVAC load factor accordingly.

C. TENANT SUPPLIED HVAC

For Leased Premises for which Tenant supplies its own HVAC services, the provisions of Lease EXHIBIT C and Lease ARTICLE 16 shall apply (in lieu of paragraphs A & B above), and Tenant shall be responsible for all costs and expenses relating to Tenant's own HVAC services.

EXHIBIT M

Bread and Pastries, including but not limited to:

- Pastry and Pie
- Pan Bread
- Baguette
- Croissant
- Croquette
- Doughnut
- Muffin

Cake, including but not limited to:

- Fresh Cream Cake
- Butter Cream Cake
- Mousse Cake

Light Meals, including but not limited to

- Sandwiches
- Salads
- Soup
- Bento

Deserts, including but not limited to:

- Madeleine
- Macaron
- Castella
- Rice Bouchee
- Pudding
- Cookie
- Roll cake
- Moon cake
- Mochi

Specialty Drinks, including but not limited to:

- Coffee
- Juice & Ade
- Smoothie & Bubble
- Tea/Bubble tea
- Milk
- Frappe

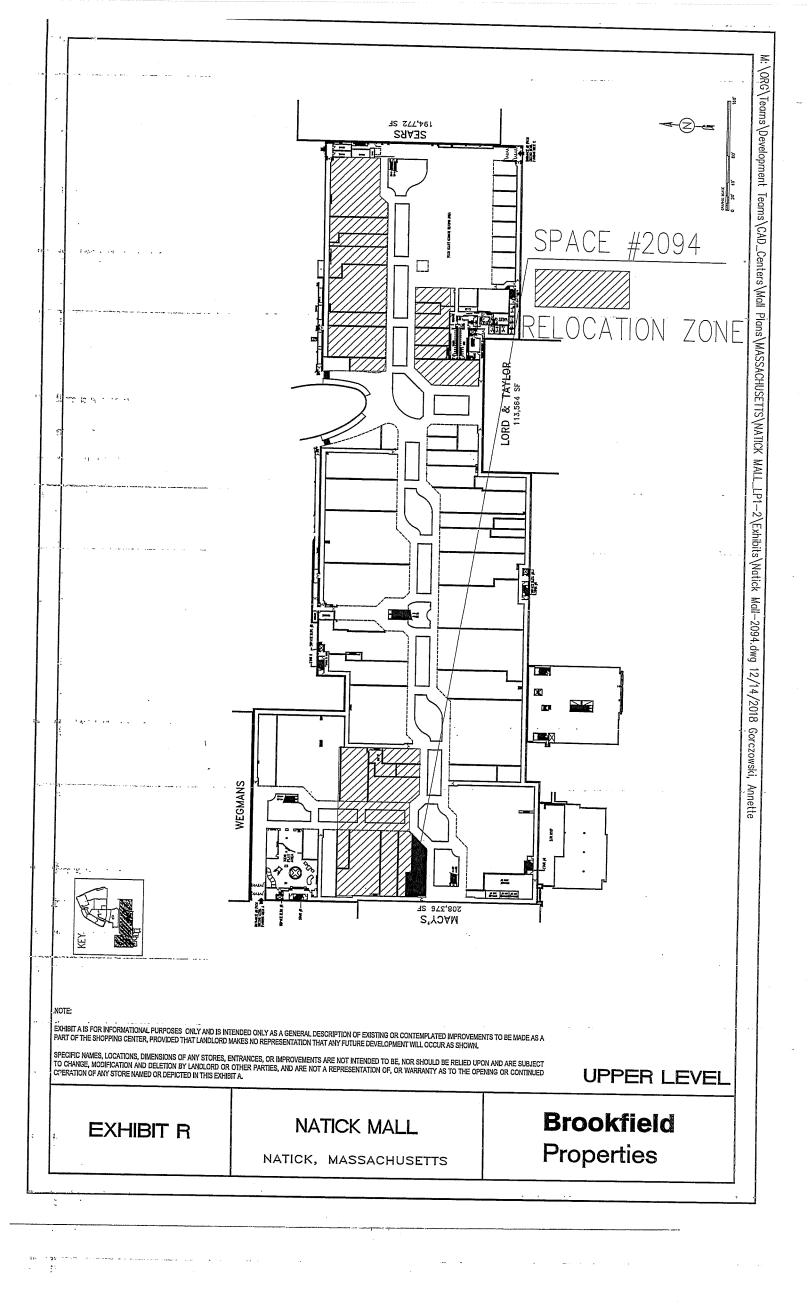
Snacks, including but not limited to:

- Popcorn
- Candy
- Ice Cream
- Bun

Seasonal Items, including but not limited to:

- Christmas cakes/deserts
- Valentine's cakes/deserts
- Halloween cakes/deserts

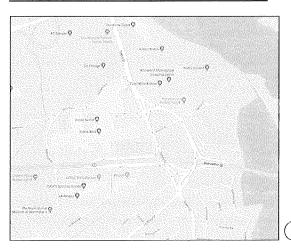
Landlord may disallow any item as set forth herein in the event such item is not consistent with all or substantially all of the Tour Les Jour menu items and/or Asian/French bakeries located in the United States.



Tous Les Jours Bakery at Natick Mall

Space #2094 - 2nd Floor 1245 Worcester St. Natick MA 01760

LOCUS MAP



LANDLORD

BROOKFIELD PROPERTIES
1245 WORCESTER ST - SUITE 1218
NATIVE HA DIZEO NATICK, TAB 01760
CONTACT: ADAM SKRZ/PCZAK
EMAIL: ADAM SKRZ/PCZAK@ BROOKFIELDPROPERTIESRETAL COM
PHONE: 508.655.4800 x4236

TENANT

ARCHITECT

ANALOGUE STUDIO, LLC 129 SOUTH STREET, 5TH FLOOR 129 SOUTH STREET, 5TH FLOOR
BOSTON, MA 22111
CONTACT: MATTHEW MORSE, RA, LEED AP BO&C
EMAIL: MATTHEW@AIALOGUESTUDIO.COM
PIONE: 617.440.7568

MEP/FP/FA ENGINEER

LANDLORD REQUIRED CONTRACTORS

VERIFY W; ADAM SKRZYPCZAK

ELECTRICAL SERVICE / FIRE ALARM / SMOKE EVACUATION / HYAC CONTROLS / AIR BALANCING / WATER METER 84) WORKLESTER HU #512
NATICK, MA 01760
CONTACT: BRIAN SULLIVAN
EMAIL: BRIANSULLIVAN@ UAMSERVICE.COM
PHONE: 508.660,6000

ROOFING
TECTA AMERICA ROOFING
CONTACT: DON RIFTHNER
PHONE: 978 436 9990

BARR/CADE

DRAWING LIST

× DRAYANG DEFUNCT AT NOTED PHASE A0 02 COVER SHEET
A0 02 NOTES AND LEGENOS
A0 03 EGRESS PLAN CODE SUMMATY D1.61 DEMOLITION PLAN A2 61 REFLECTED CEILING PLA A3-01 POWER + F.S.F. PLAN
A3-02 FINSH PLAN A561 INTEROR ELEVATIONS

A5 Ø INTERIOR ELEVATIONS
A7 61 CONSTRUCTION DETAILS A/12 CONSTRUCTION DETAILS AB G1 DOOR - HARDWARE SCHEDULE FG 02 FIRE PROTECTION DETAILS PO 01 PLLMBING LEGENDS NOTES SCHEDULES

P0.04 PLUVGING SCHEDULES F1.00 PLUVEING FLOOR PLAN

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ELECTRICAL POWER PL/N

LINC ALARIN RISCR DIAGRAM

FIRE ALARM

LANDLORD CONTACTS

MALL SECURITY
CONTACT: SECURITY OFFICER
PHONE: 568 655.4600 - 24 HOURS

BUILDING INSPECTOR NATICK BUILDING DEPARTMENT

PIRE DEPARTMENT NATICK FIRE DEPARMENT

NATICE PRE DEFANCENT
22 EAST CENTRAL STREET
NATICE, IAA 01760
CONTACT: POCKY FRANCIOUS (PERMITS INSPECTOR)
PHONE: 508 647 9556
CONTACT: MAURICE PILETTE (PLAIN REVIEW)
PHONE: 506 653 5452

LANDLOGD NOTES:

- A IT IS THE TENANT'S OBLIGATION TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL ORDINANCES, BUILDING CODES AND REGULATIONS.
- B. TENANT CONTRACTOR SHALL PERFROM FIRST-CLASS WORKMANSHIP, ACCEPTANCE CONTINGENT UPON LANDLORD APPROVAL.
- C ALL WORK BY TENANT'S CONTRACTOR UNLESS SPECIFIED IN THE TENANT'S EXECUTED LEASE
- D. TENANT CONTRACTOR WILL REPAINT AND/OR REPAIR LAVIOLORD PROPERTY (NEUTRAL PIERS, BULKHEAD, REAR CORRIDOR, ETC.) DAMAGED DURING TEVANT IMPROVEMENTS
- E. ALL RE-USED MATERIAL EQUIPMENT MUST BE REFURBISHED TO "LIKE NEW" CONDITION.
- F. TENANT CONTRACTOR WILL REPAINT AND/OR
- UNITY TERMINI IMPROVEMENTS

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- H DO NOT CHANNEL, CORE DRILL ONLY.
- I. TEHANTS GENERAL CONTRACTOR MUST HAVE ON SITE THE LAVIDLORDS APPHOVED WORKING DRAWNGS, LAVIDLORDS LEASE QUILINE DRAWNG, APPROVED POTING DOCUMENTS, AVID LAVIDLORDS CONSTRUCTION GUIDRI INFS AVID DESIGN CRITERIA.
- J. WOOD BLOCKING, DECIJING AND FRAMING IS ALLOWED ONLY BELOW THE CEAING LINE AND IT IT IS MILL, STAMPED "FINE RETARDANT."
- K IT IS THE RESPONSIBILITY OF THE TENANTS ARCHITECT TO FIELD VERRY DIVENSIONS, UTILITY LOCATIONS AND CONSTRUCTS PRIOR TO AND DURING CONSTRUCTION.
- L. COVER RETURN AIR OPENINGS BEFORE AND DURING CONSTRUCTION.
- M TENANTS LEASED PREMISES MUST COMPLY WITH TITLE II OF THE AMERICANS WITH DISABILITIES ACT (VON). COMPLIANCE WITH DISABILITIES ACT (VON). COMPLIANCE WILL INCLUDE, BUT NOT BE LIMITED TO THE CESSION, CONSTRUCTION AND/OR ALTERNATION OF WORK, TENANT OR TENANTS AND WITHOUT ON WORK, TENANT OR TENANTS AND WITHOUT OF WORK, TENANT OR THE LASTED PREMISES. AND ESEED PREMISES AND ESEED PREMISES AND ESEED PREMISES AND ESEMBLE AND CONSTRUCTED IN
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 AND SERIE LATINEYS OF COMPANIENTIAN.
- P. ALL TEHANTS SHALL CONTACT GRANTE GRID FOR ACTIVATION OF PHONEINPERIET SERVICE GRANTE SALES AND SERVICE TEAM CAN BE REACHED AT BALT 25 5473 OR WWW GRANTHEORID CONGRID INSTALLATIONS CAN TAKE UP TO 22 DAYS FROM THE TRACTHE OWCER IS PLUCED.
- NOTE: TENANT MUST SUBMIT MATERIAL SAMPLES AND COLOR BOARD FOR APPROVAL.
- ALL LANDLORD NOTES AND COMMENTS MUST
 APPEAR ON FINAL REVISED DRAWINGS AND MUST
 APPEAR ON ALL DRAWINGS IN THE FIELD.

LANDLORD NOTES ON NATICK BUILDING FERMIT PROCESS:

FOR THE PERMIT PROCESS;

- LL REQUIRED SUBS FOR FIRE ALARM AND FIRE
- TIMELINE TO ORTAIN PERMIT FROM THE TOWN IS TYPICALLY 30 DAYS
- LANDLORD APPROVED DRAWINGS NEED TO BE SUBMITTED TO THE TOWN ALONG WITH ILL APPROVAL LETTER.
- THE TOWN HAS BEEN REQUESTING A DIGITAL COPY AS WELL AS A HARD COPY FOR FLAN REVIEW. CONTACT BUILDING DEPARTMENT TO CONFERM 508 647 5459.
- LINDLORD REQUARED CONTRACTORS FOR FRE ALARM AND FRE PROTECTION NEED TO BE CONTRACTOR TO WITHER AL PERDAM'T TO FIGH DEPARTMENT ON THEIR LETTERHEAD THAT THEY ARE ON BOARD WITH THE FRO JECT. TANDALL NOT FRANIZE PERMIT PROCESS WITHOUT THESE ACEDIATES IN HARD.

LANDLORD REQUIREMENTS AT NATICK MALL: (8/16/16)

- . WATER METER: TEMANT CONTRACTOR TO PROVIDE NEW WATER METER IN A LOCATION ACCESSIBLE TO LANDLORD. UNIVERSAL AUTOMATION I MECHANICAL SERVICES IS THE REQUIRED VENDOR.
- 2 SPRINLER WORK, TENANT REMODEL TO NOLUCE NEW CONCEALED SPRINLER I EADS AND SIGNATION WAYE. CONTACT LAND. OPEN SPRINLER CONTRACTOR FOR SPECIFIC REQUIREMENTS. FOR ALL SPRINLER WORK WITH ASSOCIATED WITH TENANT AND COMMON AREA FIT-OUTS CONTRACT.

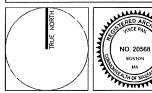
- THE MALL REQUIRED SPRINKLER CONTRACTOR DESIGNS THE SPREAKLER SYSTEM TO COMPLY WITH GGP INSURANCE STANDARDS AND LOCAL CODE REQUIREMENTS
- PRIOR TO DEMOLITION, A VITRIOLIC ISOLATION VALVE IS INSTALLED IN THE SPACE.
- 3 FRE ALARM. TENNIT REMOCEL TO INCLUCE UPGRADE. TO EXSTINA SYSTEM INCLUDION NEW COLUMN MOUNTED HORS REFORCES. CONTACT LANGLORD FIRE ALARM CONTRACTOR. (ALMERAL AUTOMATION) FOR SPECFIC REQUIREMENTS AND SPECIFICATIONS. THE FIALL PROJECT OF CONTRACTOR OF SIGNES FASTSTEM FRO LOCAL COOR REQUIREMENTS.
- ALL STORES WILL BE REQUIRED TO INSTALL A NEW FA SYSTEM.
- ALL SPEAKER STROBES ARE CEILING MOUNTED DESIGN UNLESS OTHERWISE REQUIRED.
- THE INSTALLATION OF A NEW BOOSTER PANEL WILL BE DETERMINED BY THE REQUIRED FA CONTRACTOR.
- THE NEW ISOLATION VALVE IS WIRED INTO MALL FA SYSTEM (SEE SPRINKLER KOTES).
- 4. ELECTRICAL WORK: ALL ELECTRICAL WORK NEEDED TO BE PERFORWED IN LANDLORD SWITCHGRAN TO TENANTS JUNCTION BOX, MUST BE CONDUCTED BY LANDLORD RECTRICAL CONTRACTOR (UNIVERSAL AUTOMATION).
- UPGRADES ARE BEING PERFORMED, THE TRANSFORMER NEEDS TO BE FLOOR MOUNTED
- 6 HVAC CONTROLS: FOR NEW TENANT BUILD-OUT OR REMODEL OF AN EASTING SPACE. TENANT MAST PROVIDE NEW VAN DON, RYALLORIAN NEW CONTROLS AND ACTUATOR. CONTACT LANGUAGE INFAC / SAVOLE EMPOLITATION CONTRACTOR FOR SPECIFIC PEQUIPEMENTS.
- 7 NEW VAV BOX, MUST BE COMPATIBLE WITH MALL CONTROL SYSTEM. BOXES SHALL BE MANUFACTURED BY "JOHNSON CONTROLS-SERIES POWERED (WITH ELECTRIC HEAT)." CONTACT.

APA HVAC TECHNOLOGIES BRFTT A. WRIGHT OR SFAN SUI I MAN 4 CAMPINELLI CIRCLE CANTON MA 02021 781 996 3000 WWW APAY.COM

THE VAV BOX IS TO INCLUDE: EXW 2-STEP 480,3/60 ELECTRIC HEAT WITH FAVI RELAY, 24V CONTROL TRANSFORMER, NON-FUSED DOOR W/ MTERLOCKING DISCONIECT SWITCH, MOTOR SPEED CONTROLLER, FILTER RACK W/ SPEED CONTROLLER, PATER NAW, HE MOTOR @ 277/1/60 (MOTOR SIZE DEPENDS ON STORE SPECIFICATIONS), CROSS FLOW SENSOR CONTROL BOX, PURCHASE VAY WITH HANGERS PROVIDED BY MANUFACTURER

REFER TO M-SERIES OF LANDLORD'S CONSTRUCTION DETAILS CRITERIA (NOTE: TENANT DOES NOT BUY VAV BOX FROM LANDLORD)

- 8 BALMICAS REPORT, TEMMI SIML BE RESPONSIBLE FOR BALMICING ALL COMPONENTS OF THE ARRESTED FIG. SYSTEM PELATED TO THE TEMMINS SPACE. THE REQUIED VENIOR IS UNIVERSAL AUTOMATION. FITHE LANDLOOD PROJUE'S ANALSTIKENTS TO THE LANDLOOD PROJUE AND ANALSTIKENTS AND PROJUE AND ANALSTIKENTS AND PROJUE AND ANALSTIKENTS AND PROJUE AND ANALSTIKENTS ANALSTIKENTS TO THE LANDLOOD PROJUE ANALSTIKENTS - F A CRANE IS NEEDED FOR ANY HAAC WORK, CRANE CONTRACTOR IS REQUIRED TO SUBMIT A SPARATE CERTIFICATE OF INSURANCE TO THE MAIL'S OPPRATIONS MANAGER, PRIOR TO START OF WORK.
- 10 DEMISING WALLS, DUE TO OPEN PLENUM PETURN, DEMISING WALLS SHOULD NOT EXTEND TO DECK EXCEPT WHERE THEY BORDER A SERVICE CORRIDOR OR AT THE STOREFRONT.
- 11. PERIMITING REQUIREMENTS: TENANT MUST SUBMIT DRAWINGS OF LANDLORD APPROVAL AND COMMENTS TO BUILDING DEPARTMENT FOR APPROVAL.
- FRE DEPARTMENT REQUIRES CONFIRMATION FROM LANDLOFD REQUIRED CONTRACTORS THAT TERMAT HAS CONTRACTED WITH THEM FOR WORK AS REQUIRED BY LANGLOFD. GC RUST POSSESS A VALID MASSACHUSETTS GENERAL CONTRACTOR LICENSE.



ANALOGUE STUDIO

Tous Les Jours

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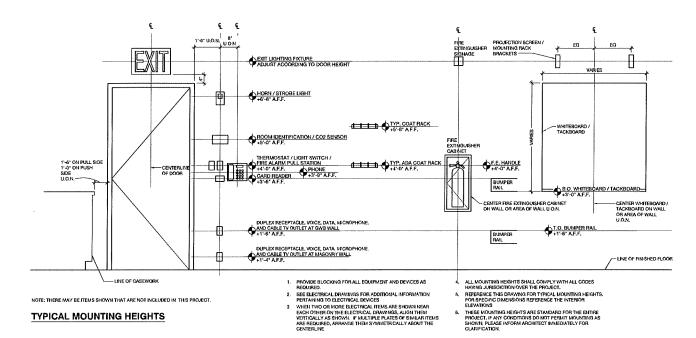
CELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

COVER SHEET

SCALE: DATE:

+ = + ⊜iona 18" FRONT VIEW SIDE VIEW

TYPICAL FIXTURE MOUNTING HEIGHTS



LEGEND

DETAIL KEY

DC/OR KFY

GRAPHIC SYMBOLS

ELEVATION

NOTE: SOME OF THE SYMBOLS OF ARBREMATIONS LISTED BELOW MAY NOT BE APPLICABLE TO THE SCOPE OF WORK FOR THIS PROJECT. NOTE: SOME OF THE STABOLS OF ABBREVIATIONS USTED BELOW MAY NOT BE APPLICABLE TO THE SCOP OF YORK FOR THIS PROJECT.

ABBREVIATIONS

ACOUSTICAL CELENS TILE ABOVE FIVISHED FLOCIT BOARD BUVPER GUARD EMPER GLAND
SOTTOM OF
CABINET
CCHREN GLAND
CHILLIAN
CCHCRETE MASONRY LIVIS
CARPET
DRAWER BASE
DWANSON
FINISTRICTO REMANI
FUNDERSON
FINISTRICTO REMANI
FUNDERSON ELECTRICAL PAREL

ELECTRICAL PARKEL
FOULD.
FIRE EXTINGUISHER CABINET
GENERAL CONTRACTOR
GYFSIAV WALL BOARD
HOLLOW METAL
ISSUED HON CONSTRUCTION
RAFET HOTE
MARKER BOARD
MATCH EDISTINIG

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MOONING
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VALLS OF POSITION TILE
VERFY IN FIELD
WHITEBOARD
WOOD
WORKING FOINT

CENTERLINES ---

BREAK LINES ----PROPERTY UNES VATOR BARRIER ---

CONTRACT LIMIT LINE -

LINE TYPES CCI JANII NES SHEET KEYNOTE G# CYCRCOUNTER LINES -

(A)

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CONSTRUCTION NOTES

LAYOL I: THE CONTRACTION SHALL LAYOUT HIS OWN WORK AND SHALL PROVIDE ALL DIMENSIONS REQUIRED FOR THE WORK OF THE OTHER HALLS SHALL PROVIDE SHE CHALKERS CHECKING. ETC.) THIS SHALL RICLIZE THE CHALKERS CHECKING. SHALL RICLIZE THE CHALKERS CHECKING AND FLIRATIONE SYSTEMS ON THE FLIVON MILLYONG AND FLIRATIONE SYSTEMS ON THE FLIVON FOR REVIEW AND FEPROM. BY PROMISED FROM TO

MEC. KORR: THE OWN ALL MICH CUTTER PAICHAGE OSC ASSECTION RELATIVATION AND REPARKES ALTESSARY CONCRETE CONTROL OF THE OWN AND REPARKES ALTESSARY CONTROL OF THE OWN AND REPARKES ALTESSARY NOT USUALLY SHOW, OR SPECFED, BUT NECESSARY NOT USUALLY SHOW, OR SPECFED, BUT NECESSARY NOT USUALLY SHOW, OR SPECFED, BUT NECESSARY NOT USUALLY SHOW, OR SPECFED BUT NECESSARY AND REPARKES AND REPARKES AND REPARKES AND REPARKES AND REPARKES OF THE OWN AND REPARKES AND REPRESENT AND REPARKES OF THE OWN OF THE OWN AND THE OW

CEILING LAYOUT AND COORDINATION: CENTER CEILING GRID IN ROOMS, URLESS OTHERWISE NOTED OR

SUPPORT OF UGHT FIXTURES: DO NOT SUPPORT LIGHT FIXTURES FROM CELLING GRID SYSTEM, SUPPORT ALL LIGHT FIXTURES FROM STRUCTURE, 2600E AND RIDEPENDENT OF THE CELLING GRID FRANKYS SYSTEM

MILLYACHK: ALL NEW MILLYACHK IS TO BE CONSTRUCTED
OF MATCHIALS AND FADRICATED TO PREMIUM GRADE

PROJECTION & CLEARUP: PROJECT ALL NEW CONSTRUCTION AND INSTALLED WORK FROV DAMAGE STANNS AND DRIT. AS PART OF THE PROJECT CLOSECUT: REJUXOF ALL DETAIN AMERICALS FROM THE STEELEN ALL DRIVES AND ELROX CHECK AND ELROX CHECK AND ELROX CHECK AND ALL DAMAGE STATE AND ALL AND ALL AND ELROX CHECK AND ALL DAMAGE STATES.

BIDDING NOTES

GENERAL CONTRACTOR TO PROVIDE ALL POTENTIAL SUB-CONTRACTORS WITH ALL DOCUMENTS FOR BIDDING

DEMOLITION NOTES

ADDITIONAL WORK: SEE SHEETS OF THE OTHER DISCIPLINES FOR ADDITIONAL DEMOUTION SCOPE AND

PARTINO'S IMPERE STUD FRANCO DRIVINAL PARTINO'S SONHIS AND CHURCS AND RANCHLE OF ERZYOCD TO RES SHALL KEAL DOAL CITOM AND HANDYAL OF THE EATHER ASSEMBLY FACILIZATION AND FASTE STRANG BLOCKY'S ACCESSIVES TO HANGES FRANKE BLOCKY'S ACCESSIVES TO HALLIAND STRANGE STRANGE AND CONDUSTATION MARTINHER BLOTTEKIAL DEVICES AT OTHER TRE LOCATIONS SERVICED BY REACYED CONDUSTS.

SALVIGE UPON CONFIGURATION OF THE CONSTRUCTION OF THE CONTROL OF T

DOCUMENTS

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HEMOMIS DILLIES WITH VIEW OUS FEDWORK: AT WALLS, PARTITIONS AND CASCANCER PROCATED TO DE DEPOUS FED US SCORNECT BAND HEMORY, ALL PIPMS, COMBUST AND WERRE BACK TO A FECS TO CONCEAURINF. FROPERLY OF AND AFFUND TERMINATED BACS MARK LOCATIONS OF TERMINATED UTILITY LIKES TAX OWNERS.

REMOMING SAFETY COLUMNENT AT DOMOUSHED WORK.
AT WALLS, PARHINONS AND CASEWORK INDICATED TO BE
DOMOUSHED, DEMONG ALL BATTY COLUMNON'S
INCLUMAGEBUT NOT LIMITED TO PHE EXT INCLUSHERS,
RERE BLAKETS AND FRIST AND KITS AND FOR
HELDCALION TO BE HELD COOMENIATED WITH
CERTIFIAPORTECT.

PEHWI & DISPOSAL: OBTAIN ALL NECESSARY
DEMOLITION PERMITS AND APPROVIALS FROR TO
HIPOCHELINGO WHITH HE WORK: DISPOSE OF ALL
DEMOLISHED AND FEMOVED MATERIALS IN A LE
METHOD PEH APPLICABLE REGULATIONS, IMPANOTITY THE ARCHITECT AND QUELKT OF ANY MAI

PLOCR FREE: REMOVE BOSTING FLOOR FINIS ADHEST/ES IN AREAS TO RECEIVE YEW FLOOR URLESS OTHERWISC NOTED. FREE REMAINER SJEFLOOR SURFACE, TO COMPLY WITH MANUFACTURERS RECOMMENDATIONS

GENERAL NOTES

ARCHITECT: ALL REFERENCES TO "ARCHITECT" MADE IN THE CONSTRUCTION DOCUMENTS ALL REFER TO NIVLOGUE STUDIO.

CONTRACT LIMITS: ALL REPERENCES TO CONTRAC LIMITS MADE IN THE CONSTRUCTION DOCUMENTS SHALL MEAN ALL PRIMARY AREAS THAT CONTRAIN CONSTRUCTION SCOPE OF WORK. LAY-DOWN AND FEMANS SOLFON DAIS AND FEMANS THAT AREAS, AND CONTRAIN AREAS, LUAR'S THAT AREAS, AND CONTRACTOR HARD THE AREAS, AND CONSIDERED FART OF THESE AREAS ARE CONSIDERED FART OF

PERMITS: THE CONTRACTOR SHALL OBTAIN ALL REQUERTO DISPOSAL, CONSTRUCTION AND OCCUPANC PERMITS AND APPROVALS.

WORKMANSHIP: ALL WORK SHALL BE DONE BY TRADES PEOPLE EXTERENCED IN EACH SPECIFIC TRADE, AND TO THE HIGHEST STANDARDS OF FRACTICE AND WORKMANSHIP FOR EACH TRADE.

FET D VERFICATION: FRIOR TO REGISSING THE WORK THE COMINACION SHALL VERFY ALL EXISTING HELD COMMINO'S AND DISMISSIONS AND INSELBATELY NOT THE ARCHITECT OF ANY COMMERCITIONS OF OMESSIONS CONTAINED IN THE COMMERCIT

SITE SAFETY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DURATION OF THE WORK, FOR

HE WORK.

PRE SALEY SIGNE ALL COXISHUCTION MAILEMELS IN A SECRE AND LOCKED AREA CONTRICULED BY THE CONTRACTOR. AT NO TIME DIRECT HIS THE VOR SHALL STORED IMMERIALS OR TOOLS BLOCK OR INVEGE A PHILL OF EMPERICAN PLANS OF EMPERS. DO NOT CONTRICULATE OF THE STATE OF TH

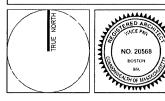
DCEASES: PLUMBING, FIRE PROTECTION, ELECTRICAL AND TILLEDATA JORN SHALL BE PERFORMED BY QUALIFIED DEPERFACES PERSONS CLERRIFIELY LICENSED BY LIFEH HESPECIPE HADE.

WORK HCURS: COORDRANTE THE SCHEFFULING OF ALL WORK WITH THE OWNER, OR BUILDING MANGER TO MANGER TO THE MANGER CONTROL TO THE MANGER CHAPTER THE THE MANGER CHAPTER THE

PROTECTION OF FURNISHINGS. PROTECT ETR.
FURNITURE AUD BOURPHENT FROW DAMAGE AUD DUST.
COOPDINATE TEMPORARY ROMOVAL AUD STORAGE OF
FURNITURE AUD FOURMENT WITH THE OWNER.

PRICTECTION OF FINSHES: PRICTECT AREAS NOT WITHIN THE SOONE ON WORK WOT SCHEDULED FOR DEMANDING OF CONSTRUCTION WORKS FROM DITTIFUT DUALAGE. CLEAF PRISSES AND FREMA PART DUALAGE. CLEAF PRISSES AND FREMA PART DUALAGE. CLEAF PRISSES AND FREMA PART TO BUILDING CLEAF WITHIN THE STRUCTURE SOULD THE SOUND THE S

CONTROLS: TAKE ALL REASONABLE MEASURES TO LIMIT DEMOLITION AND CONSTRUCTION NOISE FROM USBURJING EXISTING BUILDING CCCL PANIS, MAINTAIN ONLYHOWS ANTHORNALE BUIS AND EXITWAYS THROUGHOUT CONSTRUCTION



ANALOGUE STUDIO

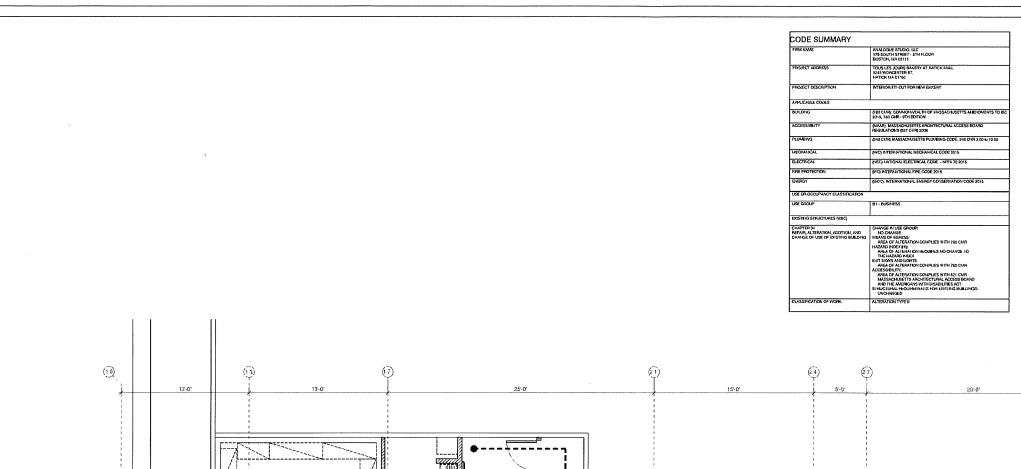
Tous Les Jours

Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 0176

DELTA	DESCRIPTION	DATE
_		
1	LANDLORD COMMENTS	04/30/20
-1	CONSTRUCTION DOCUMENTS	04/01/20

NOTES + LEGENDS

DATE: 04/01/2019 AO.02 CHECKED BY:



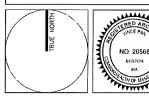
M --

	REQUIRED WIDTH PER PFRSON	WIDTH PROVIDED	CVBVCLLA
noces	.197	614	4600 EKBUNS
5748	-4*	NA	

ROOM / AREA	OCCUPANCY	FACTOR (SF / PERSON)	/REA	(ACTUAL)
CAFE	3-1	-00 S- H++9ON	1,660	20

TOILET	ROOM FIX	TURE CO	UNTS				
	T	-OLETS		LAVATORIES			
	CAPACITY	-DOLLUMB- / DETSONS					OLANII Y PROVIDED
CAR B-0	T '				·		
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vu.	-:	1 per 50		1	1 -5, 200	1	1

TRAVEL DISTANCE = 81'-7"



ANALOGUE STUDIO

Tous Les Jours

Natick Mail - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

CELTA	DESCRIPTION	DATE
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_	LANDLORD COMMENTS	04/30/2019
-1	CONSTRUCTION DOCUMENTS	04/01/2019

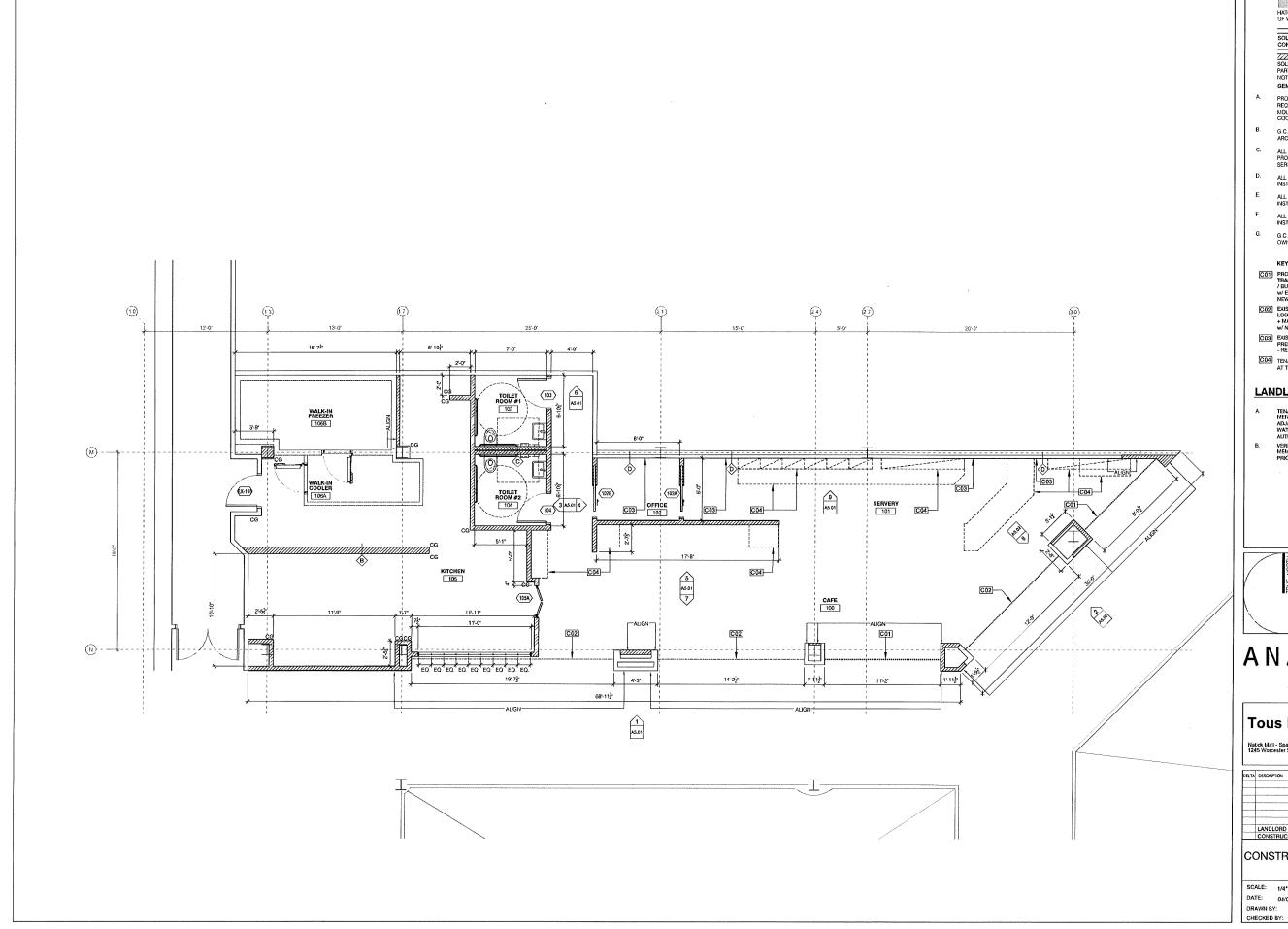
EGRESS PLAN + CODE SUMMARY

SCALE: 1/8' = 1'-0'

DATE: 04/01/2019

DRAWN BY: MM

A0.03



CONSTRUCTION NOTES

HATCH INDICATES AREAS OUTSIDE THE SCOPE OF WORK

SOLID LINES INDICATE EXISTING CONSTRUCTION TO REMAIN

SOLID LINES WITH HATCH INDICATE NEW PARTITION TO BE TYPE A, UNLESS OTHERWISE NOTED

GENERAL NOTES

- PROVIDE WOOD BLOCKING IN WALL AS REQUIRED FOR SUPPORT OF NEW WALL MOUNTED EQUIPMENT OR MILLWORK GC TO COORDINATE W/TENANT PROVIDED MILLWORK
- G.C. TO VERIFY LAYOUT WITH TENANT AND ARCHITECT, PRIOR TO CONSTRUCTION
- ALL FOOD SERVICE EQUIPMENT (F.S.E.) TO BE PROVIDED BY TENANT, INSTALLED BY FOOD SERVICE VENDOR
- ALL MILLWORK TO BE PROVIDED BY TENANT, INSTALLED BY GC
- ALL FURNITURE TO BE PROVIDED BY TENANT, INSTALLED BY FURNITURE VENDOR
- ALL SIGNAGE TO BE PROVIDED BY TENANT. INSTALLED BY SIGNAGE VENDOR
- G.C. TO COORDINATE ALL TRADES w; ALL OWNER SUPPLIED EQUIPMENT

KEY NOTES

- COI PROVIDE NEW SECURITY GRILLE AND FLOOR TRACK AT THIS LOCATION TO MATCH EXISTING / BUILDING OWNER'S STANDARD COORDINATE WE EXISTING STRUCTURE AND PROVIDE ANY NEW STRUCTURAL SUPPORT AS REQUIRED
- CO2 EXISTING SECURITY GRILLE TO REMAIN AT THIS LOCATION COORDINATE W/ DOS/D1.01 VERIEY + MAINTAIN EXISTING ENTRY OPENING WIDTH W/ NEW CONSTRUCTION, TYPE
- CD3 EXISTING FURRING WALL FRAMING TO REMAIN PREP FOR NEW WALL FINISHES, AS SCHEDULED REFER TO A3.02 + A5.01
- TENANT PROVIDED/G.C. INSTALLED MILLWORK AT THIS LOCATION REFER TO A5.01

LANDLORD NOTES

- TENANT SHALL PROVIDE A WATERPROOF MEMBRANE THROUGHOUT ALL AREAS ADJACENT TO WATER AND SHALL PERFORM A WATER TEST WITH COORDINATION OF ON-SITE AUTHORITY
- VERIFY EXTENT / TYPE OF WATERPROOFING MEMBRANE w/ MALL OPERATIONS MANAGER PRIOR TO START OF WORK





Tous Les Jours

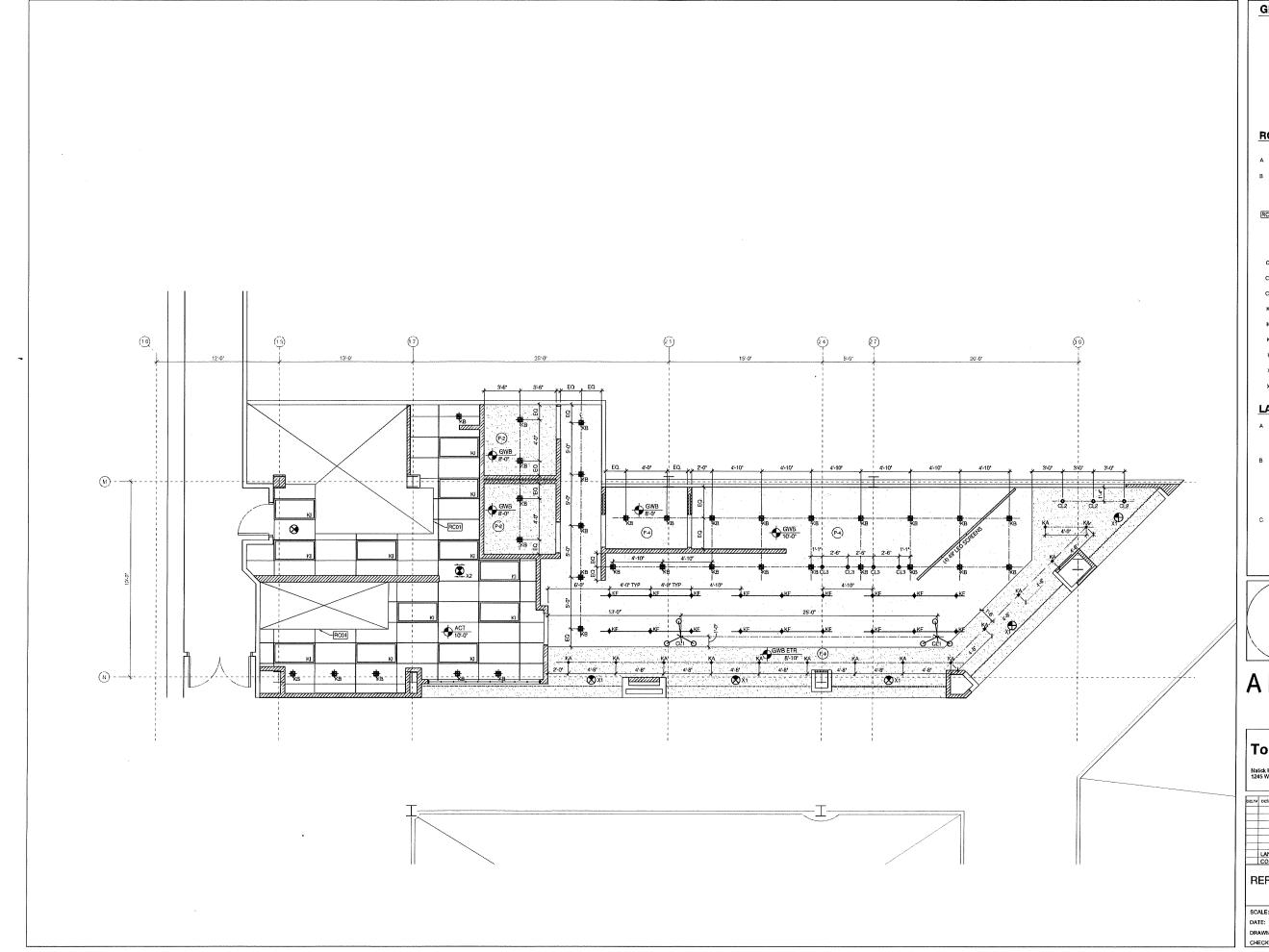
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DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

CONSTRUCTION PLAN

SCALE: 1/4' = 1'-0'

DATE: 04/01/2019 A1.01
DRAWN BY: MM



GENERAL NOTES

HATCH INDICATES AREAS OUTSIDE THE SCOPE OF WORK

SOLID LINES INDICATE EXISTING CONSTRUCTION TO REMAIN

SOLID LINES WITH HATCH INDICATE NEW PARTITION TO BE TYPE A, UNLESS OTHERWISE NOTED

RCP NOTES

- GENERAL NOTES
- LIGHT FXTURES TO BE CENTERED WITHIN ROOMS, UNLESS OTHERWISE NOTED
- FINAL MOURTING HEIGHTS TO BE COORDINATED WITH ARCHITECT IN FIELD

KEY NOTES

RCO1 G.C. TO COORDINATE CEILING HEIGHT W HEIGHT OF WALK-IN COOLER + EXHAUST HOOD - PROWDE STAINLESS STEEL CLOSURE PANELS. AS RECUIRED

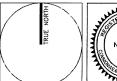
LIGHTING FIXTURE SCHEDULE

- CL1 RESTORATION HARDWARE
 BISTRO GLOBE' CHANDELER
- CL2 RESTORATION HARDWARE
 ADJUSTABLE FLUSH MOUNT LIGHT
- CL3 RESTORATION HARDWARE
 'DAVENPORT' CANDLE LIGHT PENDANT
- KA <u>LITON LIGHTING</u> RECESSED ADJUSTABLE LIGHT
- KB LITON LIGHTING RECESSED COMPACT FLUORESCENT LIGHT
- KF LITHONIA TRACK LIGHT
- KI LITHONIA RECESSED 2x4 FIXTURE
- X1 LITHONIA EDGE-LIT EXIT SIGN SINGLE FACE
- X9 LITHONIA EDGE-LIT EXIT SIGN DOUBLE FACE

LANDLORD NOTES

- SUPPORT WIRES FOR LAY-IN CEILING GRID MUST NOT BE CONNECTED TO TO ANY OF THE LANDLORD'S MECHANICAL, ELECTRICAL, PLUMBING OR FIRE PROTECTION PIPING OR EQUIPMENT
- EQUIPMENT

 PROVIDE ACCESS TO ANY LANDLORD AND, OR TENANT EQUIPMENT, VAVES, DAMPERS, CONTROLS, CLEANGUTS, JROXES, ETC. LOCATED ABOVE 619. BOARD CELLING AND ANY OTHER INACCESSBILE AREAS AS REQUIRED. VERPY/COCROINIETA RECOURSED ACCESS PANEL LOCATIONS WITH THE TENANTS ARCHITECT AND ADAM SKREYFCZAX PRIOR TO BID, START OF WORK.
- WORK.
 SPRINKLER HEADS AT GYPSUM BOARD CEILING
 MUST BE FULLY RECESSED AND COVERED W/
 METAL PLATES FINISHED TO MATCH ADJACENT
 SURFACE. CENTER SPRINKLER HEADS IN CEILING
 TILES WHERE APPLICABLE.



ANALOGUE STUDIO

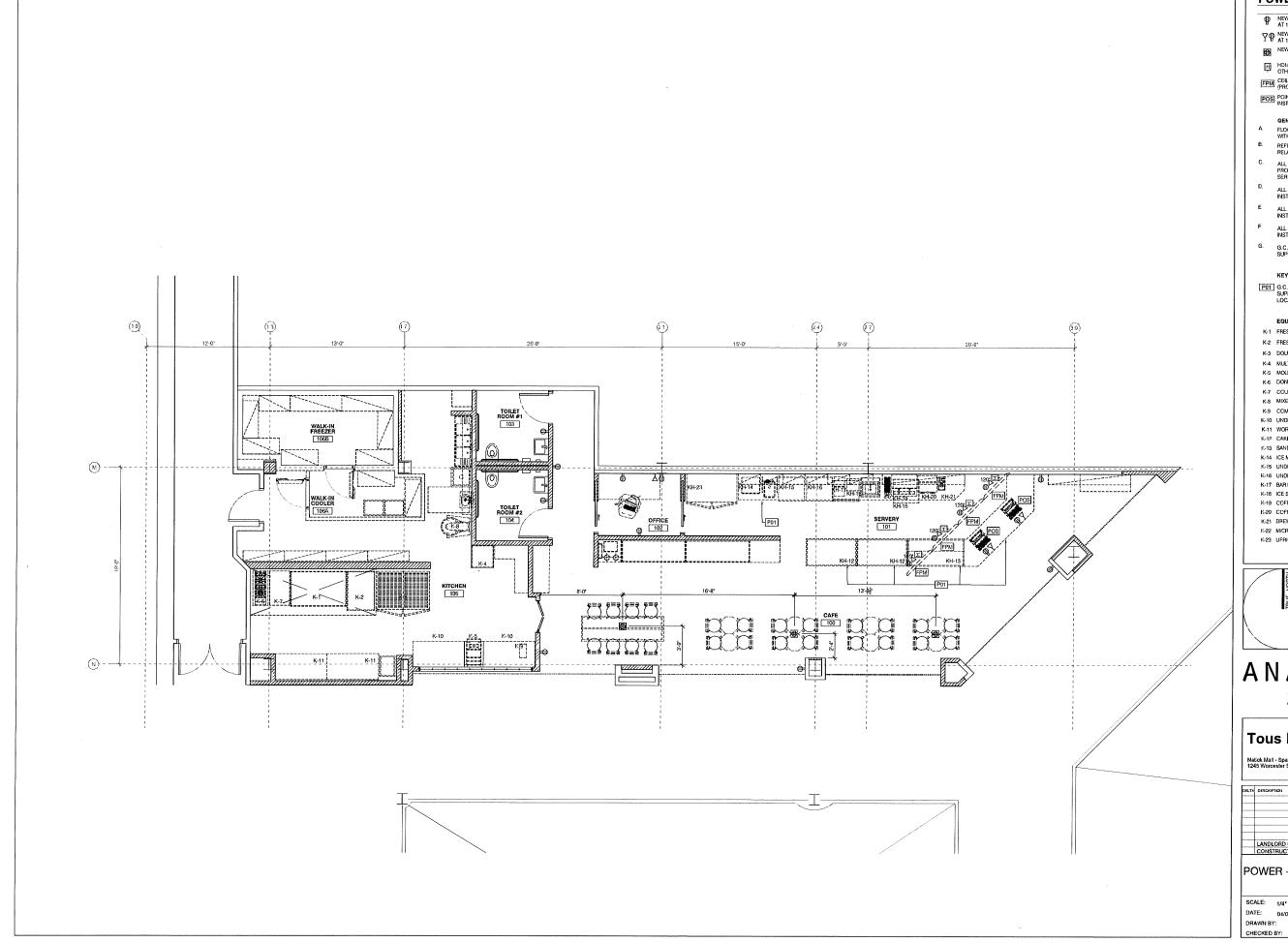
Tous Les Jours

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000	DESCRIPTION	DATE
\rightarrow	LANDLORD COMMENTS	048080
	CONSTRUCTION DOCUMENTS	04/30/201

REFLECTED CEILING PLAN

DRAWN BY: MM CHECKED BY: BA



POWER + DATA NOTES

- PP NEW DUPLEX TEL-DATA WALL OUTLET.
 AT 18" A F.F. UNLESS OTHERWISE NOTED
- NEW QUAD FLOOR BOX OUTLET
- HDMI LOCATION HEIGHT TO BE 18' A.F.F. UNLESS OTHERWISE NOTED

 FPM (PROVIDED BY TENANT INSTALLED BY GC)
- POST POINT-OF-SALE STATION (PROVIDED BY TENANT INSTALLED BY GC)

GENERAL NOTES

- A FLOOR BOX OUTLET LOCATIONS TO BE CENTERED WITHIN ROOMS, UNLESS OTHERWISE NOTED

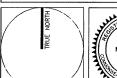
 B. REFER TO ELECTRICAL DRAWINGS FOR ALL F.S.E. RELATED POWER REQUIREJENTS + LOCATIONS
- ALL FOOD SERVICE EQUIPMENT (F.S.E.) TO BE PROVIDED BY TENANT, INSTALLED BY FOOD SERVICE VENDOR
- ALL MILLWORK TO BE PROVIDED BY TENANT, INSTALLED BY GC
- ALL FURNITURE TO BE PROVIDED BY TENANT, INSTALLED BY FURNITURE VENDOR
- ALL SIGNAGE TO BE PROVIDED BY TENANT, INSTALLED BY SIGNAGE VENDOR
- G.C. TO COORDINATE ALL TRADES W/ ALL OWNER SUPPLIED EQUIPMENT

KEY NOTES

P01 G.C. TO COORDINATE POWER w/ TENANT SUPPLIED EQUIPMENT AND MILLWORK AT THIS LOCATION

EQUIPMENT LIST

- K-1 FRESH DECK OVEN
- K-2 FRESH DECK OVEN K-3 DOUGH CONDITIONER/PROOFER
- K-4 MULTI-SLICER
- K-5 MOULDER
- K-6 DOMUTERYER K-7 COUNTERTOP HOT PLATE
- K-8 MIXER (30 QT) K-9 COMMERCIAL STAND MIXER
- K-10 UNDERCOUNTER REFRIGERATO
- K-11 WORK TABLE 60' LENGTH
 K-12 CAKE SHOW CASE / DISPLAY MERCHANDISER
- K-13 SANDWICH SHOW CASE / DISPLAY MERCHANDISER
- K-14 ICE MAKER K-15 UNDERCOUNTER REFRIGERATOR
- K-16 UNDERCOUNTER FREEZER
- K-17 BAR BLENDER K-18 ICE SHAVER
- K-19 COFFEE MAKER
- K-20 COFFEE BREWER K-21 BREWER/GRINDER
- K-22 MICROWAVE
- K-23 UPRIGHT 2 DOOR FREEZER





Tous Les Jours

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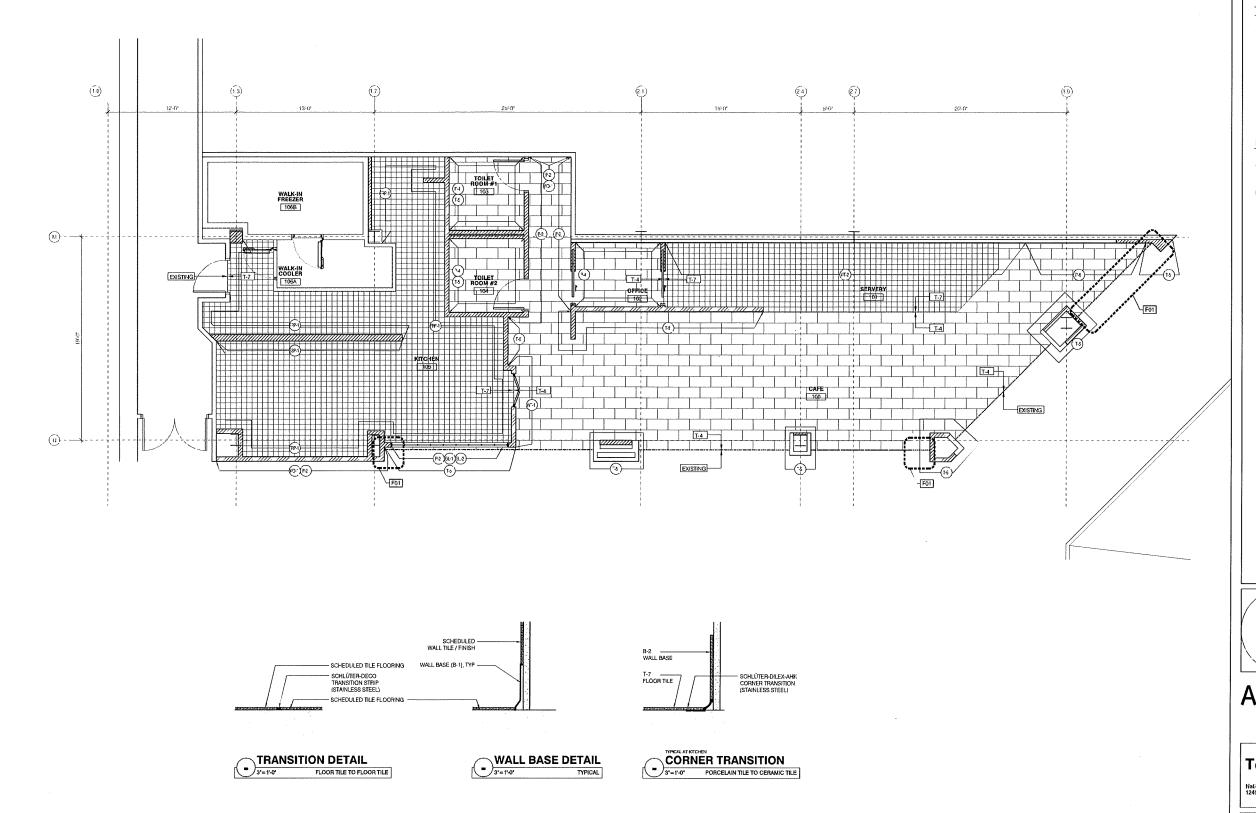
CELTA	DESCRIPTION	DATE
-	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

POWER + F.S.E. PLAN

MM

SCALE: 1/4" = 1'-0" DATE: 04/01/2019

A3.01



FINISH NOTES

- PATCH AND REPAIR EXISTING SUB-FLOOR TO ACCOMODATE NEW FLOORING AS SCHEDULED
- ACCOMOUNTE NEW FLOORING AS SCHEDOLED

 G.C. TO MAINTAIN FLUSH TRANSITION BETWEEN
 ANY EXISTING FLOORING AND NEW FLOORING. TYP
 WHICH MAY INCLUDE, BUT IS NOT LIMITED TO,
 CHIPPING CUIT EXISTING CONCRETE IN TENANTS
 LEASE SPACE, OR FINISHED MALL FLOOR

KEY NOTES

F01) PROVIDE NEW FLOCR FINISHES TO MATCH EXISTING MALL FLOOR FINISH AT ALL LOCATIONS WHERE NEW CONSTRUCTION WILL AFFECT EXISTING MALL FLOOR FINISHES, TYP

LANDLORD NOTES

- TENANT SHALL PROVIDE A WATERPROOF NEMBRANE THROUGHOUT ALL AREAS ADJACENT TO WATER AND SHALL PERFORM A WATER TEST WITH COORDINATION OF CN-SITE AUTHORITY
- WITH COCRDINATION OF CN-SITE AUTHORITY TEHANTS FINISH FLOOR SHALL BE FLUSH TO THE MALL FLLORING. METAL, RUBBER, OR WCCD THRESHOLD STIFFS ARE NOT ALLOWED AT THE STOREFHONT OPENING OR IN GENERAL SALES AREAS. TEHANT SHALL NOT USE FLCORING, TILE OR ADHESIVES AT THE PREMISES CONTAINN'N ASSESTOS OR SIMILAR HATERIAL. NO YIMM. FLOORING, BASE OR SIMILAR MATERIAL, SHALL BE ALLOWED IN THE SALES AREA OR THE PREMISES.



ANALOGUE STUDIO

Tous Les Jours

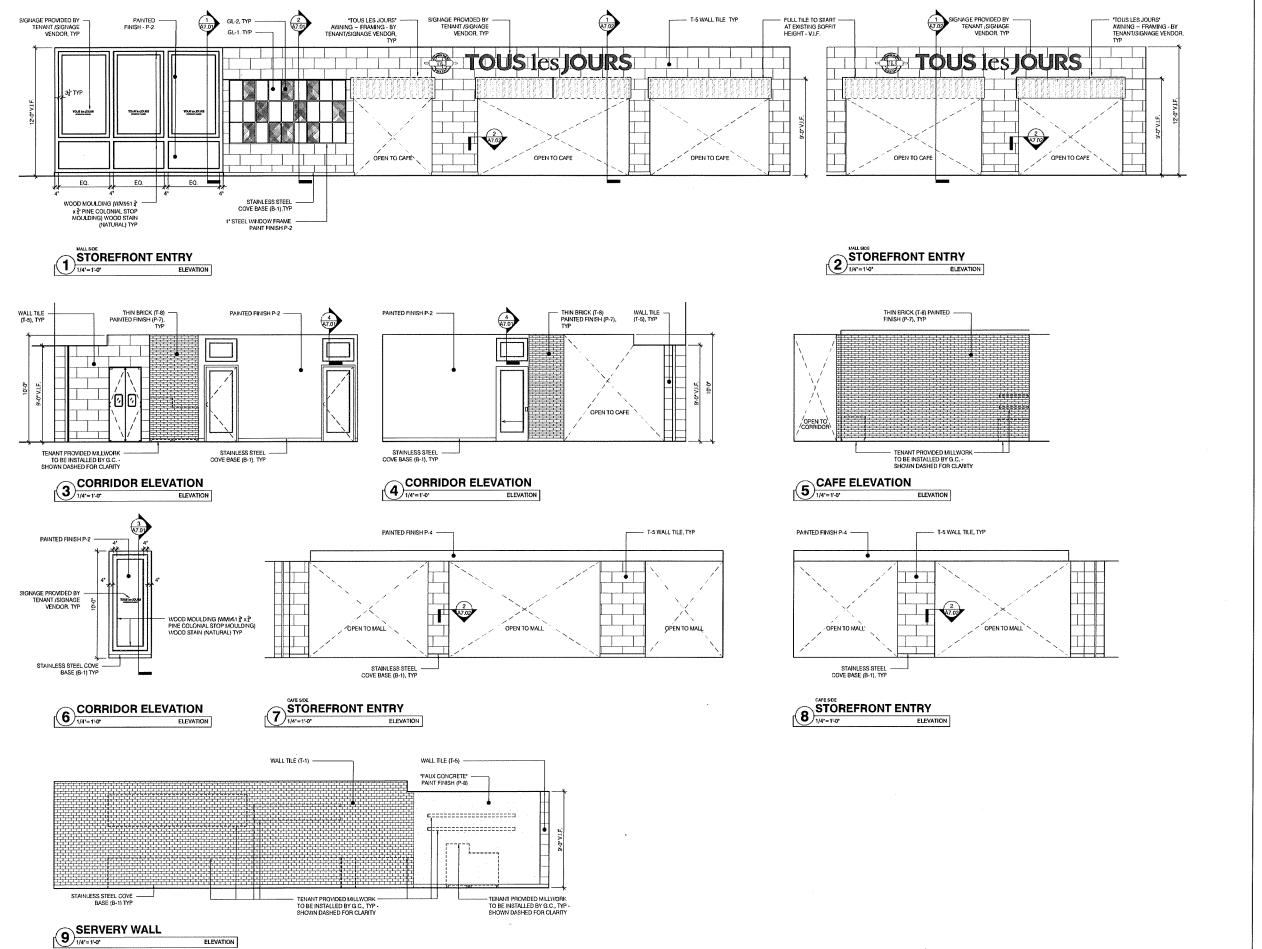
Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

CELTA	DESCRIPTION	DATE
1	LANDLORD COMMENTS	04/30/2019
- 1	CONSTRUCTION DOCUMENTS	04/01/2019

FINISH PLAN

SCALE: 1/4' = 1'-0' CHECKED BY:

DATE: 04/01/2019
DRAWN BY: MM A3.02



ELEVATION



ANALOGUE STUDIO

Tous Les Jours

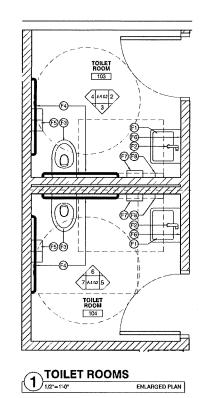
Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

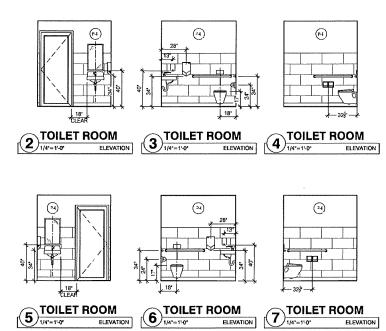
CELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

INTERIOR ELEVATIONS

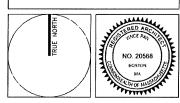
SCALE: 1/4" = 1'-0" DATE: 04/01/2019

M/01/2019 A5.01





FIXTURE SCHEDULE							
KEY	DESCRIPTION	MANUFACTURER	PRODUCT	COMMENTS			
(F)	TOILET ROOM SINK	KOHLER	"HUDSON" #K-2812, 19" x 17" WALL MOUNT SINK w' SINGLE FAUCET HOLE	COLOR: WHITE			
(2)	TOILET ROOM FAUCET	KOHLER	'COMPOSED' K-73167-4 FAUCET w/ SINGLE LEVER HANDLE	FINISH: POLISHED CHROME			
F 3	TOILET	KOHLER	#CW418MFG-2#01 "AQUIA" WALL-HUNG TOILET W/ "SOFTCLOSE" TOILET SEAT AND "DUCFIT" IN-WALL TANK SYSTEM	COLOR: 01 COTTON / "UNIVERSAL HEIGHT"			
F 4	GPAB BAR	BOBRICK	5806 SERIES - 1-3 " DIAMETER 42" LENGTH - STRAIGHT GRAB BAR. PEENED				
F 5	TOILET PAPER DISPENSER	BOBRICK	B-6999-7 SURFACE MOUNTED DOUBLE ROLL TOILET TISSUE DISPENSER WITH HOODS	SATIN FINISH STAINLESS STEEL			
6 6	MIRROR	BOBRICK	MADOX VANITY MIRROR 09404				
Ø	HAND DRYER	DYSON	*AIRBLADE V*	FINISH: SPRAYED NICKEL			
®	SOAP DISPENSER	BOBRICK	#B-2111 SURFACE MOUNT				



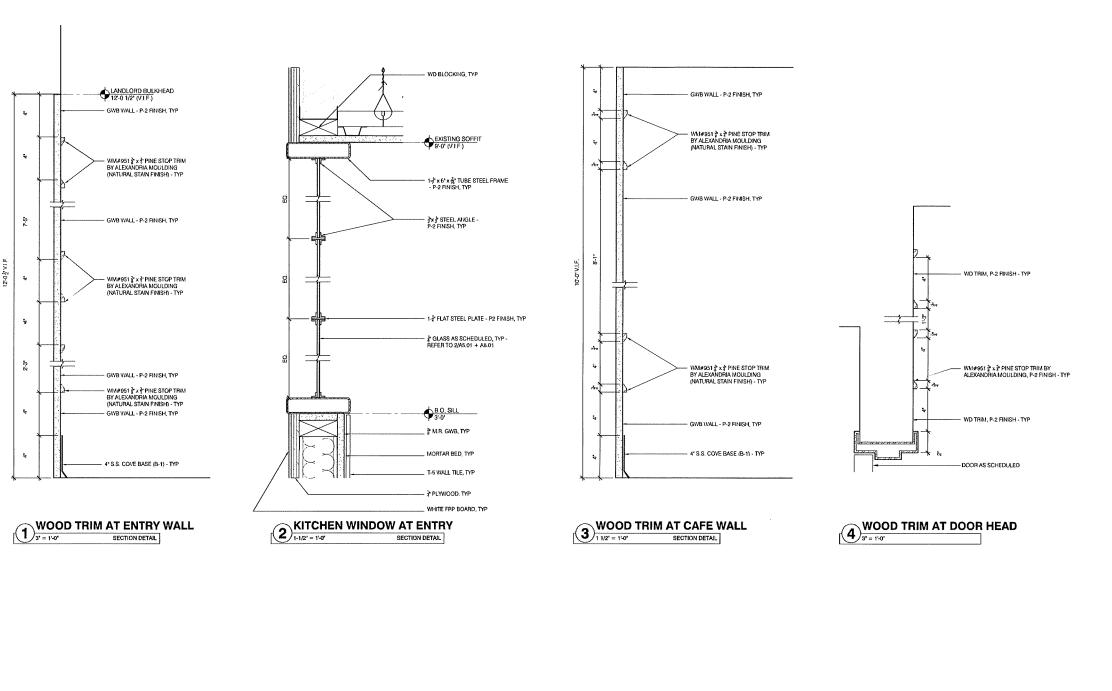
Tous Les Jours

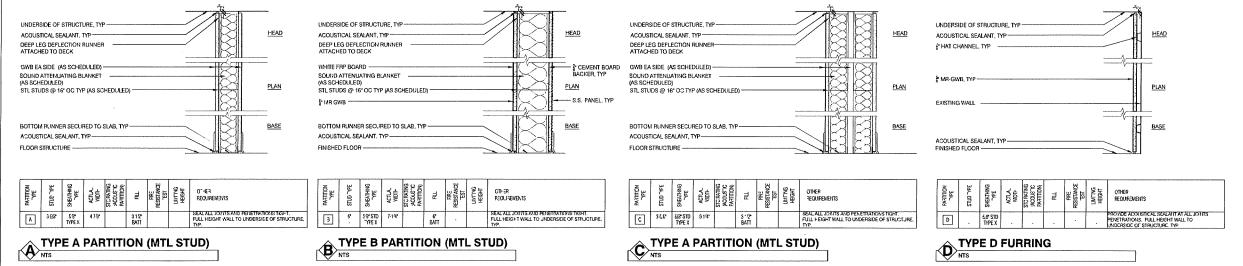
Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

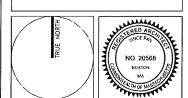
DELTA	DESCRIPTION	DATE
=	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

INTERIOR ELEVATIONS ENLARGED TOILET ROOM PLANS + FIXTURE SCHEDULE

SCALE: 1/4"=1"-0"
DATE: 04/01/2019
DRAWN BY: MAN
CHECKED BY: BA







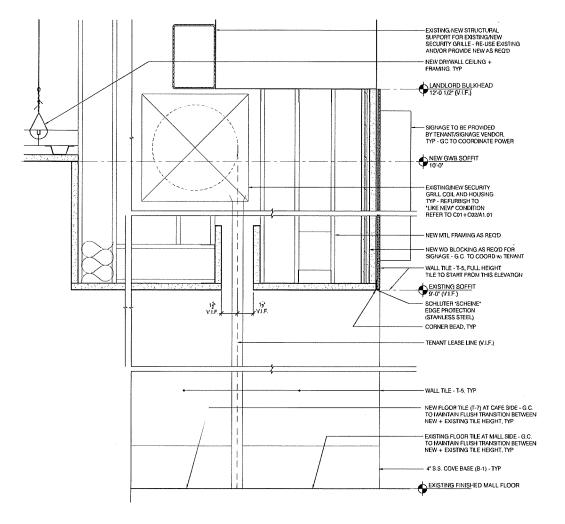
Tous Les Jours

Natick Mail - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

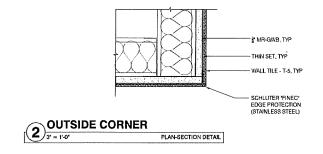
DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

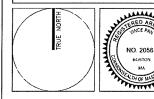
CONSTRUCTION DETAILS

SCALE: 1/4' = 1'-0'
DATE: 04/01/2019
DRAWN BY: MAN
CHECKED BY: BA









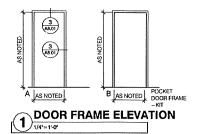
Tous Les Jours

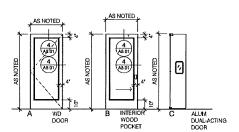
Natick Mail - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/30/2019
1	CONSTRUCTION DOCUMENTS	04/01/2019

CONSTRUCTION DETAILS

SCALE: 1/4'=1'-0'
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

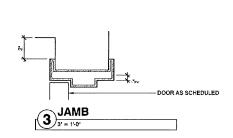


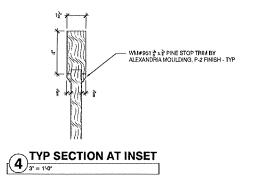


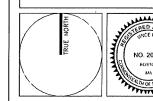
(2)	DOOR	ELEVATIONS
\ Z /	1/4'= 1'-0"	

DOOR SCHEDULE										
	T	DOOR FRAME								
DOOR NUMBER		DOOR SIZE (thickness 1½' typ.)	RATING (hours)	DOOR MATERIAL	DOOR FINISH	HARDWARE SET	FRAME	FRAME FINISH	FRAME TYPE	REMARKS
102A OFFICE	В	3'-0" x 7'-0"	-	WD	P-2	1	нм	P-2	В	
1028 OFFICE	В	3'-0" x 7'-0"	-	WD	P-2	1	нм	P-2	В	
103 WOMEN'S TOILET ROOM	A	2'-10" x 7'-0"	-	WD	P-2	2	нм	P-2	A	
104 MEN'S TOILET ROOM	A	2'-10" x 7'-0"	-	WD	P-2	2	нм	P-2	A	
105 KITCHEN	С	(2) 1'-6" x 7'-0"	-	AL.	-	-	-	-	-	LWP-3 ALUMINUM TRAFFIC DOORS BY ELIASON DOOR HARDWARE BY MFR
EX-105 KITCHEN		-	-	-	-	-	-	-	-	EXISTING DOOR TO REMAIN

HARDWARE SETS	DOOR HARDWARE					
HW-1 (OFFICE) THE CVAT MARCHARE HOCKET DOOR LOCK POCKET DOOR LOCK FINGERPULIS HW-2 FOLET ROOM) HERES HERES FINGERPULIS FINGERPULIS FINGERPULIS OFFICE OFFICE FOLET ROOM OFFICE OFFICE OCCUPANCY INDEMONSOLT SILENCERS	LEVERSET STREAGE AL SERIES - JUPITER RIDICATOR BOLT STREAGE AL SERIES - JUPITER NOTES FINISH RECORD BOT INJURY STREAM NOTES FINISH RECORD BOT INJURY STREAM NOTES FINISH RECORD BOT INJURY STREAM HANGES INJURY STREAM STREAM HINGES INJURY STREAM HINGES INJURY STREAM HINGES INJURY STREAM HINGES INJURY STREAM POCKET BOOK HARDWARE JOHNSON STRINGHHINGH FINISH POCKET DOOR HARDWARE JOHNSON STRINGHHINGH FOR STREAM POCKET DOOR LOCK INJURY ST					







Tous Les Jours

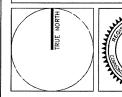
Natick Mali - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
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	CONSTRUCTION DOCUMENTS	04/01/2019

DOOR + HARDWARE SCHEDULE

SCALE: 1/4' = 1'-0'
DATE: 04/01/2019
DRAWN BY: MM
CHECKED BY: BA

KEY	DESCRIPTION	MANUFACTURER	FINISH/ COLOR	COMMENTS		
ACT-1	ACOUSTICAL CEILING TILE - GRID	ARMSTRONG	CLEAN ROOM VL 24" x 48" - WHITE			
B-1	WALL BASE	ELITE EXPRESSIONS	4' H STAINLESS STEEL (22 GA) COVE BASE			
B-2	WALL BASE	DALTILE	QUARRY TILE 6' x 6' #0Q42 / "ARID GRAY	AT KITCHEN FRP WALLS ONLY		
CG	CORNER GUARD	KOROGARD	GS20 1-1/2* WING STAINLESS STEEL	FULL HEIGHT TO CEILING AT ALL SPECIFIED LOCATIONS		
FRP-1	FRP BOARD		WHITE	PROVIDE BATTENS, TRIM AND CORNER MOLDINGS AS REQUIRED		
GL-1	GIASS		† CLEAR GLASS			
GL-2	GLASS		1' DIAMOND WIRE CLEAR GLASS			
P-2	PAINT	BEHR	#HDC-AC-25 'BLUE METAL" / MATTE			
P-4	PAINT	BENJAMIN MOORE	#OC-63 "MINTER SNOW" / MATTE			
P-7	PAINT	BENJAMIN MOORE	#OC-68 "DISTANT GRAY" / FLAT	TO BE APPLIED OVER T-8		
P-8	PAINT	ARDEX	CLASSIC COATING SYSTEMS #FX012 "LIGHT GRAY"	TINTED TO ACHIEVE LIGHT GRAY		
SSP-1	STAINLESS STEEL WALL PANEL		FULL-HEIGHT S.S. PANEL (22 GA)	FULL HEIGHT TO CEILING AT ALL SPECIFIED LOCATIONS		
T-1	WALL TILE	DALTILE	'RITTENHOUSE' 3" x 6" / "WHITE"	#545 BLEACHED WOOD GROUT BY CUSTOM BUILDING PRODUCTS		
T-4	FLOOR TILE	MSI	GAUGED SLATE FLOOR TILE 12' x 24' / 'MONTAUK BLUE'			
T-5	WALLTILE	MSI	POLISHED 12" X 24" / "CAPRARA"	COORDINATE W/ ARCHITECT PRIOR TO INSTALLATION		
T-6	WALL TILE	MSI	GAUGED SLATE FLOOR TILE 12' x 12' / "MONTAUK BLUE"			
T-7	FLOOR TILE	DALTILE	QUARRY TILE 6" x 6" #0Q42 / "ARID GRAY			



Tous Les Jours

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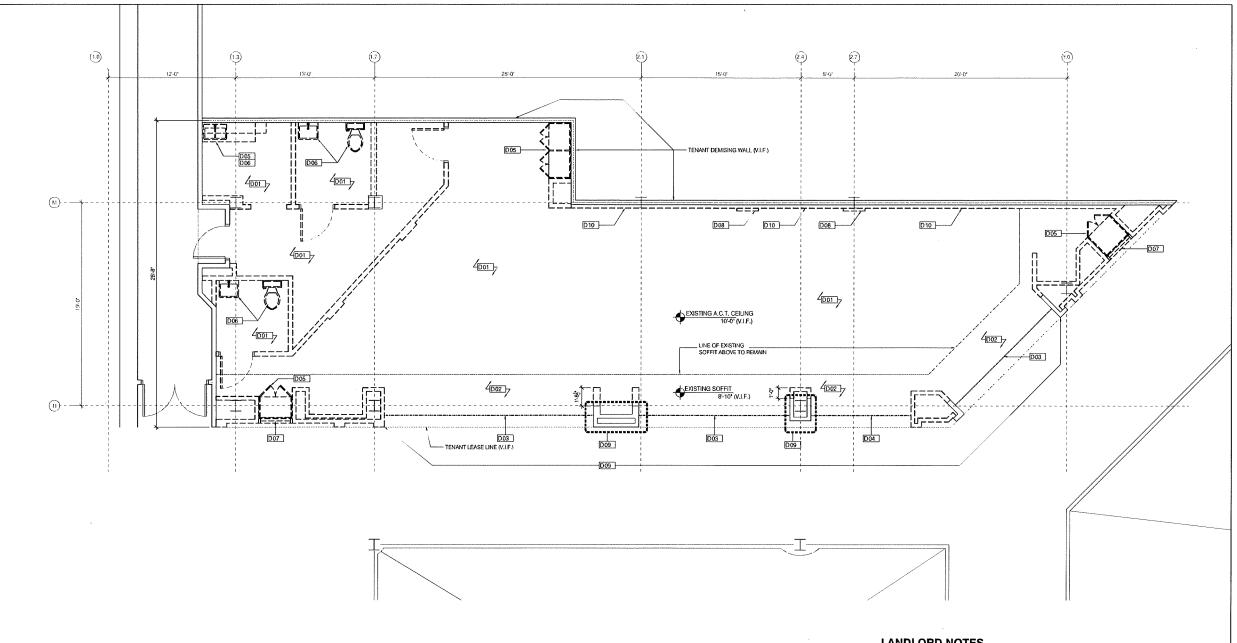
DELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/30/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FINISH SCHEDULE

SCALE: 1/4° = 1'-0'
DATE: 04/01/2019
DRAWN BY: MAM

A9.01



LANDLORD NOTES

- DEMOLITION NOTE: MALL REQUIRED SUBS MUST DEMODITION NOTE: MALL REQUIRED SUSS MODE COMPLETE ALL "MAKE SAFE" WORK PRIOR TO COMMENCEMENT OF DEMOLITION WORK. THIS INCLUDES THE MALL FIRE ALARM CONTRACTOR INSTALLATION OF A TEMPORARY HEAT DETECTION SYSTEM FOR COVERAGE DURING CONSTRUCTION AS WELL AS CLOSING OF THE SPRINKLER ISOLATION VALVE. CORDINATE WITH MALL OPERATIONS MANAGER
- ALL DEMOLITION WERE SHOWN ON PLANTS

 ALL DEMOLITION WORK SHOWN ON PLANTS

 SUBJECT TO PEYERS WIND SHOPROVALE BY ADAM

 SKRZYPCZAK, LANDLORDS OPERATIONS

 MANAGER WERPY AND PEUL TICKNOWN

 REQUIRED BY THE LANDLORD THAT IS NOT SHOWN

 REQUIRED BY THE LANDLORD THAT IS NOT SHOWN

 REQUIRED BY THE LANDLORD THAT IS NOT SHOWN

 REQUIRED TO USE LANDLORD APPROVED

 MAY BE REQUIRED TO USE LANDLORD APPROVED

 CONTRACTORS WERPY AN WORK REQUIRED TO BE

 MAY BE REQUIRED TO USE LANDLORD APPROVED

 CONTRACTORS WERPY AN WORK REQUIRED TO

 PROTECT LANDLORD AND TENANT FREE ALARM

 IFER SAFETY SYSTEM WEINER & PEWCES

 SPRINGER FIRING, DUCTWORK, PLUMBING,

 COMMANUSCITION SYSTEM WIRING, ETC. DURING

 DEMOLITION AND NEW CONSTRUCTION WITH

 ADAM SKRZYPCZAK AND THE TENANTS ARCHITECT

 PROOF TO BID START OF WORK, MUST COVER

 BETURN AR OPENINGS PRIOR TO START OF

 DEMOLITION WORK AND, OR NEW

 CONSTRUCTION. VERIFY LANDLORD

 REQUIREMENTS WITH ADAM SKRZYPCZAK PRIOR

 REQUIREMENTS WITH ADAM SKRZYPCZAK PRIOR

 REQUIREMENTS WITH ADAM SKRZYPCZAK PRIOR

 RED BID REMOVE ALL ABMOCNED FLOOR SLAB

 PEHETRATIONS, AND CONDUIT, WARRING,

 PLUMPING, SUPPORTS, ETC. LOCATED ABOVE AND

 BELOW FLOOR SLAB AS REQUIRED. MUST PATCH

 ALL FLOOR SLAP PENETRATIONS AND HAVE

 INSPECTED BY THE LANDLORD PRIOR TO

 INSTALLING ANY NEW FLOORING. SEE LANDLORD

 NOTES ON PLUMBING ANY ELECTRICAL PLANS

 REGARDING REUSE OF EXISTING AND VERREY ALL

 WORK, REQUIRED BY THE LANDLORD WITH ADAM

 SKRZYPCZAK PRIOR TO BID

 ALL DEMOLUTION IS TO BE FERFORMED SO AS NOT
- ALL DEMOLITION IS TO BE FERFORMED SO AS NOT TO DISTURB ADJACENT TENANTS OR RETAL CUSTOMERS. ANY LOUDD DEMO IS TO BE COORDINATED WITH THE MALL HANAGER TO OCCUR DURING MALL OFF HOURS.
- MAINTAIN FIRE RATING AT DEMISING WALLS AND STRUCTURAL COLUMNS

- PROVIDE TEMPORARY CONSTRUCTION BARRICADE PRIOR TO COMMENCEMENT OF CONSTRUCTION, PER HISTRUCTION OF LOCAL GENERAL GROWTH AUTHORITY. DO NOT FASTEN TO MALE RINISH MATERIAL TEMNISH TO SWILLIF BARRICADE GRAPHICS FOR REVIEW AND APPROVAL BY LANDLURD.
- TEMPORARY CONSTRUCTION BARRICADES:

BOSTON BARRICADE COMPANY IS THE EXCLUSIVE PROVIDER AND INSTALLER OF ALL BARRICADES AND GRAPHICS.

BOSTON BARRICADE COMPANY WILL INSTALL ALL BARRICADES AND GRAPHICS IN ACCORDANCE WITH GGP CRITERIA.

ALL COSTS ASSOCIATED WITH SUCH BARRICAFE AND GRAPHIC INSTALLATION WILL BE THE RESPONSIBILITY OF THE TENANT AND WILL BE BILLED ACCORDINGLY BY BOSTON BARRICADE

TO THE GGP MARKETING DEPARTMENT FOR APPROVAL PRICE TO INSTALLATION. FULL WRAP BARRICADE GRAPHICS MUST BE INSTALLED AT THE TIME OF BARRICADE INSTALLATION

BARRICADES AND GRAPHICS MUST BE KEPT IN GOOD REPAIR THROUGHOUT THE DURATION OF TENANTS CONSTRUCTION

IFA REAP ACCESS DOOR INTO THE SPACE DOES NOT EXIST, A DOOR IN THE BARRICADE MAY BE PERMITTED AT THE DISCRETION OF GOPS ON SITE REPRESENTATIVE ALTHOUGH ONT PREFERRED. ANY SUCH DOOR INSTALLED IN THE ARRICADE SHALL BE FRAMELESS WITH ONCE ALE HINGES TO ALLOW FOR SMOOTH GRAPHIC INSTALLATION. THE DOOR HARDWARE SHOULD BE INSTALLATION. THE DOOR HARDWARE SHOULD BE INSTALLED AFTER THE GRAPHIC FOR A SMOOTH GRAPHIC INSTALLATION. THE DOOR HARDWARE SHOULD BE INSTALLED AFTER THE GRAPHIC TO ALLOW FOR A SEAMLESS RINISHED INSTALLATION. ALL DOORS MUST SECURELY LATCH IN THE CLOSED POSITION AND BE VEILL MAINTAINED FOR THE DURATION OF THE PROJECT.

DEMOLITION NOTES

HATCH INDICATES AREAS OUTSIDE THE SCOPE OF WORK

DASHED LINES INDICATE EXISTING CONSTRUCTION TO BE REMOVED

SOLID LINES INDICATE EXISTING CONSTRUCTION TO REMAIN

ANY WORK PERFORMED OR REQUIRED AT THE EXISTING TENANT DEMISING WALL IS REQUIRED TO MAINTAIN 1-HOUR FIRE SEPARATION RATING. TYP

KEY NOTES

- ALL EXISTING FLOORING, A C.T. AND LIGHTING
 FIXTURES (WHERE APPLICABLE) TO BE REMOVED
 IN THIS LOCATION
- EXISTING SOFFIT TO REMAIN AT THIS LOCATION
 D02 REMOVE EXISTING LIGHT FIXTURES AS REQD REPAIR, PATCH AND PAINT TYP
- EXISTING SECURITY GRILLE + FLOOR TRACK TO REMAIN AT THIS LOCATION COORDINATE W. C02/A1.01
- DD4 EXISTING SECURITY GRILLE 1 FLOOR TRACK TO BE REMOVED AT THIS LOCATION
- D05 EXISTING MILLWORK TO BE REJACVED AT THIS LOCATION
- DD6 EXISTING PLUIÆING FIXTURES TO BE REMOVED AT THIS LOCATION
- [D07] EXISTING GLASS BLOCK WINDOW TO BE REMOVED AT THIS LOCATION
- EXISTING GWB PIER BUILD-OUT TO BE REMOVED AT THIS LOCATION REPAIR, PATCH AND PAINT EXISTING TENANT DEMISING WALL AS REQUIRED -REFER TO GENERAL NOTE A ABOVE.
- REMOVE EXISTING WALL TILE AND WOOD

 PANELING AT THIS STOREFRONT ENTRY LOCATION
- EXISTING STUD WALL TO REMAIN, TYP D10 EXISTING FURRING WALL FRAMING TO REMAIN AT THIS WALL LOCATION - V.I.F.





ANALOGUE STUDIO

Tous Les Jours

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DEMOLITION PLAN

SCALE: 1/4° = 1'-0° DATE: 04/01/2019 MM

CHECKED BY:

FIRE PROTECTION LEGEND AND ABBREVIATIONS WET SYSTEM SPRINKLER PIPING STANDPIPE SUPPLY PIPMG EXISTING SPRINKLER PIPING ABOVE GROUN FIRE DEPARTMENT CONNECTION 166 FCY FLOOR CONTROL VALVE ASSEMBLY DCBP DCBS DANIBLE CHECK BYCKELOW BESANTER YZZEMESTA CIF CONNECT TO EXISTING PIPING SPRINGER HEAD - CONCEALED PENDENT, QUICK RESPONSE SPRINCER HEAD - CONCEALED/RECESSED PENDANT HIGH TEMPERATURE, QUICK RESPONSE SPRINGER HEAD - CONCEALED SPACE UPRIGHT, QUICK RESPONSE SPRINGER HEAD - DRY, QUICK RESPONSE TYPE, HIGH TEMPERATURE SPRINGER HEAD CUARD ELBOW UP OR RISE FLBOW DOWN OR DROI ALARM CHECK VALVE N CHECK VALVE HYDRAULIC CALCULATION NOD KEYNOTE DESIGNATION / DRAWING KEYNOTE (f) DETAIL DESIGNATION NUMBER

GENERAL SPECIFICATIONS

- CONCEALED PENDENT AND UPRIGHT SPRINGLER HEADS SHALL BE QUICK RESPONSE, DRASS/CHROWE FINISH, X*ORIDGE, 5.6K FACTOR, TEMPERATURE RATINGS OF THE SPRINGER HEADS SHALL BE IN ACCORDANCE WITH MEPA-13
- ALL NEW SPRINGER HEADS, PIPING AND FITTINGS SHALL BE UL LISTED AND FIN APPROVED, AND SHALL BE RATED AT 175 PSI WORKING PRESSURE. SPRINGER HEADS SHALL BE BY VIKING, TYCO, RELIABLE, OR APPROVED EQUAL.
- ALL ABOVE GROUND PIPING 2-INCH AND SWALLER SHALL BE SCHEDULE 40 BLACK STEEL WITH THREADED FITTINGS, ALL ABOVE, GROUND PIPING LARGER THAN 2—INCH SIWLL BE SCHEDULE 10 BLACK STEEL WITH GROOVED FITTINGS, ALL DRAIN PIPING SHALL BE SCHEDULE 40 HOT DIPPED CALVANIZED WITH THREADED FITTINGS.
- The contractor small be responsible for culting and patching all cellings and wall as required for installation) of spreikler systems, all cellings and walls small be patched to the owner / architect's satisfaction.
- ALL HAVGERS SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE, ALL HANGERS AND AND SAME BE NOT DIPPED GLIVARIZED, BAHD TYPE HANGERS SHALL BE USED FOR SIZES 3—BICH MD SIAMLER, CLEYS TYPE HANGERS SHALL BE USED FOR PIPE SIZES 4—INCH AND LARGER, ROOS SIZES SHALL CONFORM TO NYPA—13 REQUIREMENTS.
- ALL SPRINCLER WORK SHALL BE TESTED IN ACCORDANCE WITH NIPA 13 LATEST ACCEPTED EDITION. THE TEST SHALL BE MITNESSED BY THE LOCAL FIRE DEPARTMENT, THE OWNER'S REPRESENTATING, THE OWNER'S INSURANCE AUTHORITY. THE CONTRACTOR SHALL PROVIDE THE EQUIPMENT, COORDINATION AND NOTIFICATION OF ALL APPLICABLE AUTHORITIES FOR THE
- all fire protection systems and equipment shall be by vixing, grannel or victable.
- all watertight sleepes, and fire rated sleepes shall be by unkseal all sleepes shall be galvanzed steel for outdoor or underground applications, and block steel for indoor applications.
- ALL SPRINGLER SYSTEMS SHALL BE DESIGNED, INSTALLED IN ACCORDANCE WITH NEPA-13
- all springer heads shall be located in the center of the celling tiles where tiles are used, coordinate with architectural plans, for all celling types and conditions, and other traces

LANDLORD NOTES

- VERBY ANY WORK REQUIRED TO PROTECT LANDLORD AND TENANT FIRE ALARM/LIFE SAFTY System wring & Devices, springer piping, ductwork, plumbing, communication system wring etc. During demolition and new construction with adam sorrypezac
- STSIEM WARKS ETC. DOORS GEWOODEN AND NEW CONSISTED WITH ADAY SOUCTECAN.
 HOLD THE TENANT'S ARCHITECT PROPE TO BOJSTART OF WORK.
 REUSE OF EXISTING SPRINGLES PIPAG, HEADS, ETC. IS SUBJECT TO FIRE DEPT. AND
 UMBOLORD APPROVAL. VERIFY IF THERE IS ANY PIPAG, HEADS, ETC. NOT ALLOWED TO BE REUSED WITH THE FIRE DEPT., THE LANDLORD'S SPRINKLER CONTRACTOR AND ADMA
- SOCZECZAC PECR TO BIO. MUST USE LANDICIOROS SPRIMALER CONTRACTOR: SUPPLEX GRINGELE DAYE OTTOLIN 517-965-5900. SPRIMICER FELO TYPES ARE SUBSECT TO APPROVAL 87 LANDICIOD. VERRY TYPES ALLONED/REQUIRED IN SALES AND STOCK AREAS WITH LANDICION'S SPRIMALER CONTRACTOR AND ADAM SKRZYPCZAC PRIOR TO ORDERING/INSTALLING HEADS.
- BEFORE PROCEEDING WITH SPRINKLER SYSTEM INSTALLATION, DRAWINGS AND HYDRAULIC
- THE LANDLORD'S OPERATIONS MANAGER SHALL HAVE THE AUTHORITY TO MAKE ON-SITE DECISIONS AND FIELD CHANCES IN ACCORDANCE WITH THE LANDLORD'S TENAVI DESIGN CRITERY, AND ANY SPECIFIC MALL OPERATION MEEDS/RECURRIDING NOT NOTED ON PLANS. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE LANDLORD'S (INTICK MALL.)
- TENANT CRITERIA MANUAL) ALL CONTRACTORS SHALL OBTAIN A COPY FROM THE LANDLORD'S TENANT COORDINATOR OR WALL OPERATIONS MANAGER AND BECOME FAMILIAR WITH THE REQUIREMENTS CONTINUED WITHIN PROR TO BIDDING THE JOB. WHERE LANDLORD'S REQUIREMENTS CONFLICT WITH CODES OR ORDINANCES, THE STRICTEST INTERPRETATION

GENERAL NOTES

- ALL FIRE PROTECTION SYSTEMS SHALL BE SEISMICALLY BRACED ACCORDING TO THE APPLICABLE SECTIONS OF THE MASSACHUSETTS STATE BUILDING CODE LATEST EDITION AND NEPA 13 LATEST ACCEPTED EDITION.
- ALL FIRE PROTECTION SYSTEMS, EQUIPMENT AND PIPING SHALL BE DESIGNED, INSTALLED AND TESTED BY A SPRINKLER CONTRACTOR LICENSED AND EXPERIENCED IN THE STATE OF MASSACHUSETTS IN THE DESIGN. MISTALLATION AND TESTING OF STANDARD AND RESIDENTIAL SPRINKLER SYSTEMS.
- ALL WORK PERFORMED SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE MASSACHUSETTS STATE BUILDING CODE AND NFPA 13, NFPA 14 AND NFPA 24 LATEST ACCEPTED EDITIONS AS WELL AS ALL RULES AND REGULATIONS OF THE AUTHORITY HAVING JURISDICTION, NFPA-13R SHALL NOT BE USED
- ALL PIPING IN EXPOSED AREAS SHALL BE OF A TYPE SUITABLE FOR PAINTING ALL PIPING SHALL BE RUN CONCEALED WHEREVER POSSIBLE
- CONTRACTOR SHALL PROVIDE FIRESTOPPING FOR ALL PENETRATIONS THRU FIRE WALLS AND FIRE RATED SEPARATIONS.
- ALL SPRINKLER PIPING AND HEADS ARE SHOWN DIAGRAMMATICALY, CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES BEFORE WORK BEGINS TO INSTREE THAT ON INTERFERENCE'S EXIST AND INTAT ALL COMPONENTS OF THE SPRINKLER SYSTEM WILL FIT INTO THE SPACE.
- CONTRACTOR SMALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF DUCTHORK, DIFFUSERS AND LIGHT FIXTURES, CONTRACTOR SMALL COORDINATE WITH THE ARCHITECTURAL DRAWINGS FOR CELINGS, CEUINGS SPACES AND ROOMS.
- CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL SCAFFOLDING, HOISTING EQUIPMENT AND DERRICKS NECESSARY FOR INSTALLATION OF WORK
- THE DRAWINGS SHALL NOT BE USED BY THE CONTRACTOR AS SPRINKLER SYSTEM SHOP DRAWINGS. THE CONTRACTOR SHALL PRODUCE A COMPLETE SET OF WORKING FIRE PROTECTION SYSTEM SHOP DRAWINGS IN ACCORDANCE WITH NFRA 13. THE SYSTEM SHALL BE HORRINGS SHALL BE HORRINGS CONTRACTOR CONTRACTOR OF THE LOCAL CHEEK PROVIDED AND REQUIRED, ALL DRAWINGS SHALL BE SUBMITTED TO THE LOCAL FIRE DEPARTMENT FOR APPROVAL AND PERMIT. THIS SHALL BE DEPARTMENT FOR APPROVAL AND PERMIT. THIS SHALL BE DONE PRIOR TO THE LOCAL FIRE DEPARTMENT FOR APPROVAL AND PERMIT. THIS SHALL BE DEPARTMENT FOR APPROVAL FOR PLANS AND CALCULATIONS AS DESCRIBED ABOVE SHALL BE SUBMITTED TO THE LOCAL BUILDING DEPARTMENT.

PLANS AND HYDRAULIC CALCULATIONS AS DESCRIBED ABOVE SHALL ALSO BE SUBMITTED TO THE OWNERS INSURANCE AUTHORITY AND THE ARCHITECT FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY SPRINKLER WORK.

- ALL DRAWING SUBMITTALS SHALL INCLUDE COMPLETE SYSTEM RISER DIAGRAMS.
- ALL SUBMITTALS SHALL INCLUDE MANUFACTURERS ORIGINAL CATALOG DATA AND DESCRIPTIVE INFORMATION FOR ALL MAJOR COMPONENTS OF THE EQUIPMENT TO BE SUPPLIED.
- ALL DRAWING SUBMITTALS SHALL INDICATE ALL CONTROL VALVES, SUPERVISORY AND ALARM SWITCHES, ALL TEST AND DRAIN VALVES,

NO FIRE PROTECTION SYSTEMS PIPE FABRICATION OR ANY INSTALLATION WORK AT THE SITE SHALL BEGIN UNTIL THE SPRINKLER CONTRACTOR HAS SUBJUTTED THE SPRINKLER CONTRACTORS ENGINEERED SHOP DRIVINGS AND AND INDRAULIC CALCULATIONS AND ALL SUPPORTING MATERIAL, ALL AS DESCRIBED ABOVE, TO THE LOCAL FIRE DEPARTMENT AND AUTHORITY FOR PERMIT, THE BUILDING DEPARTMENT AND THE OWNERS INSURANCE AUTHORITY FOR APPROVAL THE SPRINKLER CONTRACTOR SHALL DBIANT THE PERMIT AND WRITTEN APPROVALS FROM THE ABOVE USED AUTHORITIES PRIOR TO THE COMMENCEMENT OF ANY WORK ASSOCIATED WITH THE FIRE PROTECTION SYSTEMS.

- PROVIDE WIRE CAGE GUARD PROTECTION FOR ALL SPRINKLER HEADS INSTALLED IN MECHANICAL ROOMS AND UTILITY CLOSETS UNLESS CONCEALED TYPE HEADS ARE USED
- . THE DRAWINGS ARE NOT INTENDED TO SHOW EXACT SPRINKLER HEADS LOCATIONS, NUMBER OF SPRINKLER HEADS, OR THE EXACT ROUTING OF MPING. THIS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECTURAL DRAWINGS FOR ALL CELLING TYPES
- 2. CONTRACTOR SHALL PROVIDE A KNOX BOX IN AN ACCESSIBLE AND VISIBLE LOCATION. TYPE AND LOCATION OF THE KNOX BOX SHALL BE APPROVED BY THE LOCAL FIRE DEPARTMENT.
- 3. SPRINKLER CONTRACTOR SHALL PROVIDE ALL CUTTING AND PATCHING IN ORDER TO ACCOMMODATE THE SPRINKLER WORK
- 14. THE CONTRACTOR SHALL MAKE REASONABLE CHANGES TO THE SPRINKLER HEAD LOCATIONS AS A RESULT OF THE COORDINATION WITH THE MECHANICAL AND ELECTRICAL DRAWINGS AND AT NO EXTRA COST TO THE CONTRACT.
- 5. THE TERM "CONTRACTOR" SHALL MEAN "SPRINKLER CONTRACTOR"
- 16. THE CONTRACTOR SHALL PROVIDE A FIRE DEPARTMENT PERSONNEL STAFFED "FIRE WATCH" DURING ALL WELDING OPERATIONS.
- THE FIRE DEPARTMENT CONNECTION TYPE AND LOCATION SHALL BE APPROVED BY THE LOCAL FIRE DEPARTMENT PRIOR TO PURCHASE AND INSTALLATION
- 8. ALL ABOVE AND BELOW GROUND PIPING SYSTEMS SHALL BE FLUSHED IN ACCORDANCE WITH NFPA-13 AND NFPA-24. NO CONNECTION OF THE ABOVE GROUND PIPING SYSTEMS SHALL BE MADE UNTIL ALL BELOW GROUND PIPING HAS BEEN FLUSHED AND FLUSHING REPORTS HAVE BEEN FULLED OUT AND SIGNED. FLUSHING REPORTS OF THE SITE WATER MANNS SHALL BE GENTER OF THE STEWARD WARDS SHALL BE GOVERNOOR BY THE SPRINKLER CONTRACTOR FROM THE SITE CONTRACTOR SHOWING FLUSHING OF THE SITE WATER MAINS BEFORE ANY CONNECTIONS TO THE BUILDING FIRE PROTECTION PIPING SYSTEMS ARE MADE.
- THE SPRINKLER CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS ADVANCE NOTICE TO THE LOCAL FIRE DEPARTMENT PRIOR TO THE FINAL SPRINKLER STSTEMS ACCEPTANCE TEST. THE FINAL ACCEPTANCE TEST SHALL BE WITHESSED BY THE LOCAL FIRE DEPARTMENT. ANY DEPERTS FOUND DURING THE ACCEPTANCE TEST SHALL BE REPAIRED BY THE STRINKLER CONTRACTOR AND THE ENTIRE SPRINKLER SYSTEM RETESTED AS DESCRIBED ABOVE. THIS SHALL BE REPAIRED WITH THE SPRINKLER SYSTEM IS PRECEDED BY THE LOCAL FIRE DEPARTMENT.
- 20. THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE LOCAL FIRE DEPARTMENT FOR A MINIMUM OF TWO SPRINKLER SYSTEMS INSPECTIONS. ONE PRIOR TO THE CEILING ROUGH INSTALLATION AND ONE AFTER FINISH CEILINGS HAVE BEEN INSTALLED.
- 21. THE SPRINKLER CONTRACTOR SHALL PROMDE THE LOCAL FIRE DEPARTMENT WITH A COPY OF THE SPRINKLER SYSTEMS TEST RESULTS
- THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE LOCAL FIRE DEPARTMENT FOR ALL REQUIREMENTS FOR APPROVAL AND ACCEPTANCE OF THE SPRINKLER SYSTEMS AND DESIGN DRAWINGS, PRIOR TO THE COMMENCEMENT OF ANY SPRINKLER DESIGN OR INSTALLATION WORK
- 23. THE SPRINKLER CONTRACTOR SHALL CAREFULY COORDINATE THE INSTALLATION OF ALL PIPING, VALYES AND EQUIPMENT IN THE SPRINKLER ROOM WITH THE PLUMBING CONTRACTOR TO INSURE THAT BOTH TRADES FIT INTO THE SPACE WITHOUT INTERFERENCE.
- H. THE SPRINKLER CONTRACTOR SHALL PROVIDE ALL SPRINKLER HEADS WITH FACTORY APPLIED COLOR FINISHES TO MATCH THAT OF THE FINISH
 OF THE CEILING OR WALL THAT THE SPRINKLER HEAD IS BEING INSTALLED INTO. THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT FOR ALL
 CEILING TYPES AND FINISHES PRIOR TO PURCHASE AND INSTALLATION OF THE SPRINKLER HEADS.
- 25. ALL FIRE DEPARTMENT CONNECTIONS AND FIRE DEPARTMENT HOSE VALVES SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO PURCHASE
- 26. THE SPRINKLER CONTRACTOR SHALL PROVIDE SIGNAGE AT ALL FIRE DEPARTMENT CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH THE FIRE DEPARTMENT FOR ACCEPTABLE SIGNAGE TYPES AND TERMINOLOGIES.
- 27. THE SPRINKLER CONTRACTOR SHALL PROVIDE ALL SPRINKLER HEAD SUPPLY DROPS OR SPRIG UP RISERS TO AND INCLUDING FINAL CONNECTION OF ALL SPRINKLER HEADS
- 28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL AREAS OF HYDRAULIC CALCULATIONS BASED ON NFPA-13 AS APPLICABLE
- THE DRAWINGS ARE NOT INTENDED TO SHOW ALL FIRE RATED SEALS THRU RATED FLOORS AND WALLS. THE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE ARCHTECTURAL DRAWINGS FOR ALL FIRE RATED FLOORS AND WALL AND SHALL PROVIDE A FIRE RATED SEAL FOR EACH AND EVERY FIRE RATED SEAL FOR EACH AND EVERY FIRE RATED TOOR OR WALL.
- PRIOR TO THE SPRINKLER SYSTEMS DESIGN, THE SPRINKLER CONTRACTOR SHALL CONDUCT A HYDRANT FLOW TEST IN ORDER TO OBTAIN CURRENT FLOW AND PRESSURE DATA AND SHALL USE THIS NEMLY OBTAINED DATA TO PERFORU HIS HYDRAULIC CALCULATIONS FOR THE SPRINKLER SYSTEM SHOP DAWNINGS DESCRIBED IN NOTE OF ABOVE. THE HYDRAWN FLOW TEST SHALL BE CONDUCTED IN ACCORDANCE WITH NFPA-13. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL WATER AUTHORITY FOR THE FLOW TEST. THE SPRINKER CONTRACTOR SHALL PROVIDE ALL LABOR FOLIDMENT MATERIALS PAY ALL FES AND PERFORM ALL COORDINATION WITH THE LOCAL WATER AUTHORITY FOR THE HYDRANT FLOW TEST
- THE FIRE PROTECTION CONTRACTOR SHALL CREATE A SCALE DRAWING FOR THE BUILDING SHOWING THE LOCATIONS OF ALL BACKFLOW PREVENTION DEVICES
 AND DEFAULS OF EACH OF THEIR INSTALLATION METHODS. THE FIRE PROTECTION CONTRACTOR SHALL ALSO GRAIN MANUFACTURER OUT SHEETS OF ALL BACKFLOW
 PREVENTION REPORTS OF THE PROTECTION OF THE P
- THE FIRE PROTECTION DRAWINGS ARE NOT INTENDED TO SHOW ANY CELLING CONDITIONS, LIGHT FIXTURES, HVAC DIFFUSERS OR ANY EQUIPMENT OR DEVICES LOCATED IN THE CELLING. THE SPRINKER CONTRACTOR SHALL OBTAIN ARCHITECTURAL CELLING FUNDS, ELECTRICAL PLANS AND MADE FUNDS AND SHALL COORDINATE THE SPRINKER HEAD LOCATIONS WITH ALL CELLINGS. THE PROTECTION OF THE PROTE
- 34. ALL SPRINKLER HEADS SHALL BE LOCATED IN THE CENTER OF CELLING TILES UNLESS OTHERWISE DIRECTED BY THE ARCHITECT.
- 35. THE FIRE PROTECTION DRAWINGS ARE NOT INTENDED TO SHOW ANY CEILING CONDITIONS, CEILING GRIDS, CEILING TILES, LIGHT FIXTURES, HAVE DIFFUSERS OR ANY OTHER CEILING DETAILS. THE SPRINKLER CONTRACTOR SHALL OBTION THE ACCURATION OF THE SPRINKLER HAVE PRINKLED HAVE THE LIGHT FIXTURE LOCATIONS AND HAVE DIFFUSER LOCATIONS FROM THE ARCHITECT. THE SPRINKLER HAVE CONTRACTOR SHALL USED THIS INFORMATION TO LAVOUT THE LOCATIONS OF ALL SPRINKLER HAVES AND SHALL HAVE WHATEVER TO THE FIRE PROTECTION DRAWINGS NECESSARY TO ACCOMMODATE THE THE ACTUAL CEILING CONDITIONS. THESE ADJUSTMENTS SHALL BE MADE AT NO EXTRA COST TO THE CONTRACT.



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Tous Les Jours

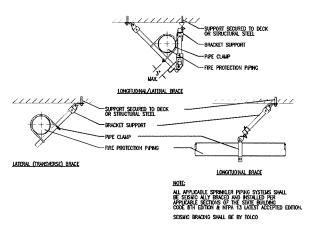
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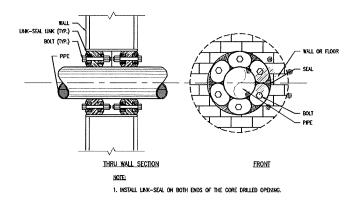
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	LANDLORD COMMENTS	04/16/201
	CONSTRUCTION DOCUMENTS	04/01/201

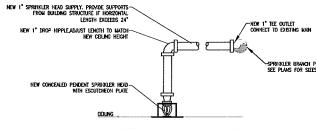
FIRE PROTECTION LEGEND

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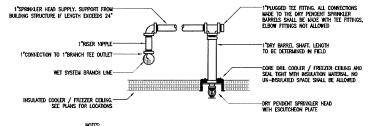
ALL CONCEALED SPRANZER HEAD COARR PLATES SHALL DOWE COMPLETE
MITH RECORM PAPILED FINISH TO MATCH THAT OF THE CELLINGS TO THICH
THE SPRINKLER HEADS ARE BONG INSTALLED. THE SPRANKLER HEADS ACCORDINATE WITH THE ARCHITECTURAL DRIVENINGS
FOR ALL CELLING FINISHES AND SHALL GRORE THE SPRANKLER HEADS ACCORDINGLY

 THE SPRINKLER CONTRACTOR SHALL SUBWIT ALL CONCEALED SPRINKLER HEAD COVER PLATE PURSHES TO THE ARCHITECT FOR APPROVAL PROR TO PURCHASE AND INSTALLATION OF ANY SPRINKER HEADS

TYPICAL NEW CONCEALED PENDANT SPRINKLER HEAD INOT TO SCALE

TYPICAL SEISMIC BRACING DETAIL NOT TO SCALE

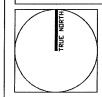
PIPE SLEEVE THRU WALL
NOT TO SCALE



1. THE SPRINKLER CONTRACTOR SHALL CONSULT WITH THE COOLER / FREEZER MANUFACTURER PROR TO MANIG ANY OPENING WITHIN THE COOLER OR FREEZER. ALL SPRINKLER HEAD PENERATIONS SHALL BE MODE IN STRICH ACCORDANCE WITH THE COOLER / FREEZER MANUFACTRESS INSTRUCTIONS.

 The springer contractor simil consult with the cooler / freezer wavefacturer proof to salang any openings of an cooler / freezer. All springer head ponetrations simil be insulated and sever in strict accordance with the cooler / freezer wavefacturers







ANALOGUE STUDIO

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BLW Engineers, Inc.
311 Great Road, Post Office Box 1551
Littleton, Massachusetts 01460
1: 978.486.301 f. 978.428.0067
www.blwengineers.com
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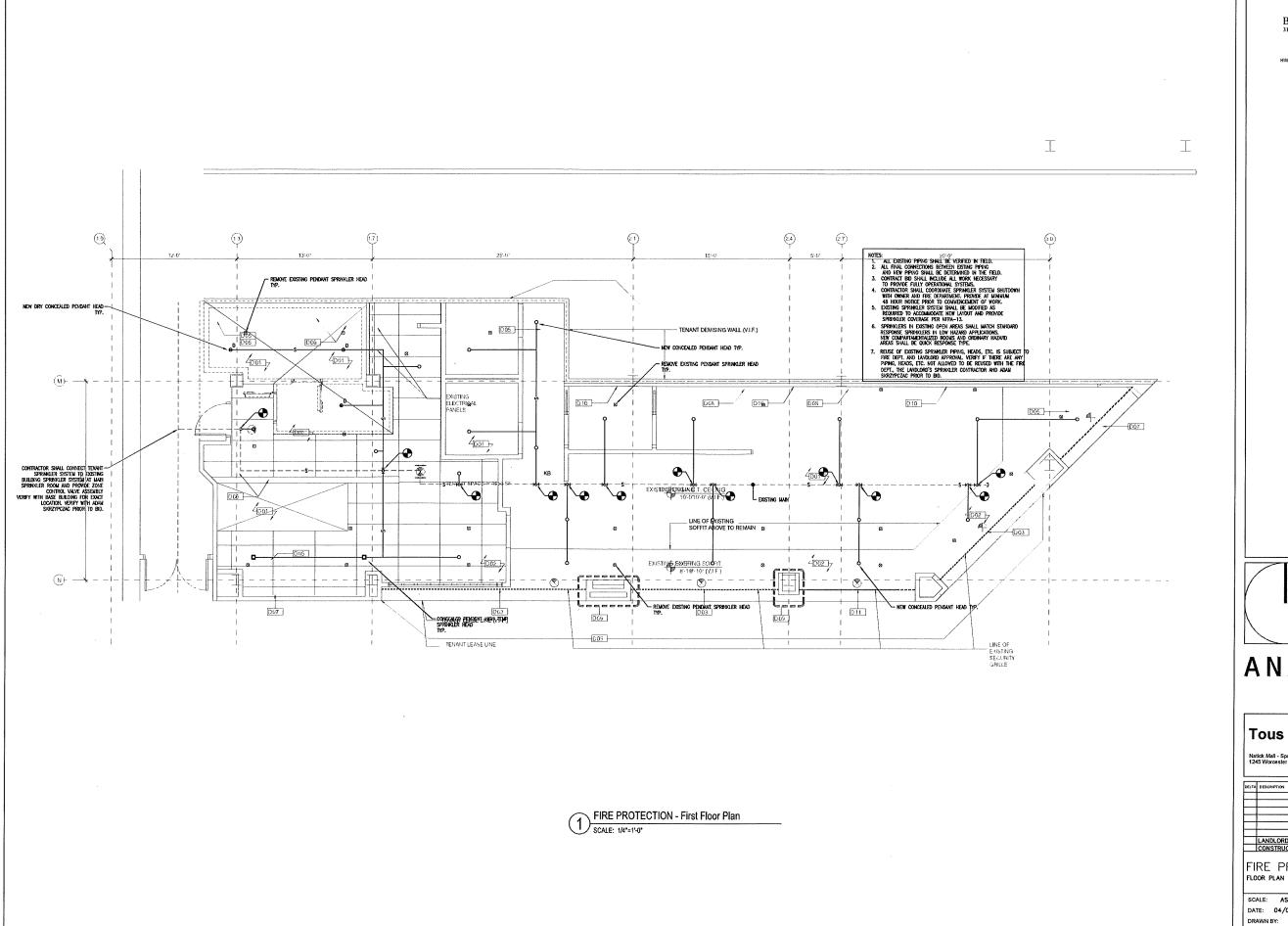
Tous Les Jours

Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE PROTECTION DETAILS

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: JW
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BLW Engineers, Inc.
311 Great Road, Post Office Box 1551
Littleton, Massachusetts 01460
1: 978.484-5301 6. 978.428.0667
www.blwengineers.com
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DELTA	DESCRIPTION	DATE
\neg	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

FIRE PROTECTION

SCALE: AS NOTED DATE: 04/01/2019

CHECKED BY:

GENERAL SPECIFICATION

- DELECTRIC INSULATING FITTINGS SHALL BE USED WHERE PIPES OF DISSIMILAR METALS ARE CONNECTED.
- 2. ALL PIPING SHALL BE NEW, INSTALLED PARALLEL TO BUILDING LINES AND PITCHED TO LOW POINTS
- 3. PLUMBING CONTRACTOR SHALL YISTI THE SITE AND YERFY ALL CONDITION AND COORDINATE THE BEST ROUTE OF NEW PENNS AND LOCATIONS OF NEW EQUIPMENT IN COORDINATION HITH THE WORK OF ALL DHER TRACES, AND ALL CONDITION TO NISURE THAT ALL WILL HT IS THE SPACE WITH HO INTERFERENCES.
- ALL NEW SYSTEM SHALL BE TESTED, BALANCED AND ADJUSTED TO INSURE PROPER OPERATION AND CODE COMPUNIT INSTALLATION. PIPANG AND EQUIPMENT SHALL BE TESTED IN ACCORDANCE WITH THE STATE PLUMENS CODE.
- 5. BAILD HANGERS SHALL BE USED TO SUPPORT PIPING. PIPE SHELDS SHALL BE INSTALLED TO PROTECT ACAINST DAVAGE TO THE PIPE INSTALLATION... INVINIOUS % FRODS SHALL BE USED.
- 8. ALL WATER SUPPLY AND RETURN PIPMS SHALL BE INSULATED WITH 1" FREERCLASS INSULATION WITH FACTORY APPLIED JUCKET, ALL FITTINGS AND WAYERS SHALL BE PROMODED WITH RESULATION HID WITER PROBLED OF PICE NOSTADION CORPS. LL COLD WATER PROPIC MARKS AND REMARKET REMOVED. THAT ARE DEPOSED SHALL BE CONFRED WITH WHITE PIC PAPE CONFES, THIS SHALL INCLUDE ALL FITTINGS AND VALUES, ALL FITTINGS AND VALVES SHALL BE PROVIDED WITH INSULATION AND WHITE PROMOLED PIC RISULATION COPIES.
- . ABOVE GROUND WATER PIPING SHALL BE TYPE "L" COPPER LEAD FREE WITH SOLDER JOHTS USH SOURCE MADE PERMS SHOWN WATER PERMS SHALL BE TIPE COPPER LIDE FREE MITH SOURCE SHAN SHOWN WATER PERMS SHALL BE TIPE K" COPPER LIDE FREE MITH SOURCE SOLDER, DON'TS OR OTHER FITTINGS AS APPROVED BY THE STATE PLUBBING CODE. ALL WATER PERMS SHALL COMPLY WITH A STAY, SYSTED LIDE OF REFERENCEMENTS.
- DPAIN AND VENT PIPING 2" AND SMALLER SHALL BE TYPE "L" COPPER WITH SOLDER JOINTS AND DRAWLIGE PATTERN FITTINGS.
- . DRAIN AND VERT PIPING ABOVE GROUND LARGER THAN 2" SHALL BE SERVICE WEIGHT CAST IRON WITH STAINLESS NO-HUB FITTINGS AND COUPLINGS WITH NEOPREME CASKET, DRAIN PIPING BELLOW WITH STANLESS NO-HUR PITTINGS AND COUPLINGS WITH NEOPERIE GASCIT, PEAR PEPIG BELOW GOODS SHALL BE SAILUR TO ABOVE GROOND FINE, DECEY TO ME CHARACY, AGOVE WITH PASS OF THE SECRET GASCIT. LOST ROAT PEPIG SHALL MEET THE SECRETORIORS OF THE CAST ROAT SOLL PER INSTITUTE AND SHALL BE MADDED WITH THE COLLECTOR TROADOMY OF THE CAST ROAT SOLL PER INSTITUT. CASPT, DRANGE PEPING SHALL CONFORM TO ASTALL AS A AND CASP SOL. PEPI PRING MAY BE USED WHORE ALLOWED FER PLUMBRIC COOK.
- 10. ALL GAS PPE 3 Xº AND SMALLER SHALL BE SCHEDULE 40 BLACK STEEL WITH THREADED EIDS AND SCRIPE HTTINGS. ALL GAS PPE 4° AND JACKER SHALL BE SCHEDIALE 40 BLACK STEEL WITH PLAN EIDS AND NELDED FITTINGS. THE PUMBAN CONTRICTOR SHALL OSTAIN PERMITS FOR ALL WELDING WORK PROR TO ANY WELDING AT THE SITE.
- SHUT OFF VALVES ON GAS PIPE 2" AND SWALLER SHALL BE GAS SERVICE RATED BALL VALVES, SHUT
 OFF VALVES LARGER THAN 2"SHALL BE IRON PLUG VALVES WITH FLANGED BNDS.
- 12. ALL VALVES INSTALLED ON PIPMS INTENDED FOR POTABLE WATER AHD/OR CONSUMPTION SHALL BE
- 13. BALL VALVES SHALL BE FULL PORT WITH STANLESS STEEL BALL AND STEM WITH SOLDER OR
- 14. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING OF WALLS AND FLOORS TO ACCOMMODITE INSTILLATION OF NEW PPING AND EQUIPMENT. THE PLUMBING CONTRACTOR SHALL PARTIC ALL SHAFALE TO MAIGH CONTRING CONTROL, NO TO THE STREAMCHOO OF THE
- 15. ALL VALVES INDICATED SHALL BE BY APPOLLO, CONBRACO, WATTS, OR APPROVED FOUND.
- ALL CLEANOUTS SHALL BE BY J.R. SLITH, ZURN, WATTS, OR APPROVED EQUAL. CLEANOUT SHALL BE WITH PROMPTE PLIES.
- 17. ALL SHOCK ASSORBERS SHALL BE BY J.R. SMITH, WATTS, SIOUX CHIEF OR APPROVED EQUAL.
- ALL VALVES SHALL BE PROVIDED WITH TAGS, ALL PIPING SHALL BE LABELED WITH ADMESIVE DECALS PER ASVE AND STATE PLUMBING CODE STANDARDS.
- 19, PROVIDE ACCESS PANELS BY MILACRON, ACCESS PANELS SHALL BE 18°X18" AND SHALL BE WITH A PRIMED FIRMS FOR PARTING BY OTHERS, ACCESS PANELS SHALL BE TO THE G.C. FOR RISTALATION ALL ACCESS PANEL SHALL BE APPROVED BY THE OWNER, PARCHITECT PROOF DIRECHASE.
- 20. PROVIDE "P" TRAP FOR ALL FLOOR DRANS, AND WHERE REQUIRED.
- 21. THE DRAWINGS ARE DAGRAMMATIC ONLY, THE PLIMENG CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINED THE DALCT ROUTE OF ALL PRIME IN THE RELD AND IN CONSISTICTION, AND CORRESPONDING WITH ALL CONTROLLED ON CONSTRUCTION, AND COORDINATION WITH ALL ORIGINE TROUGH TO ASSURE ALL OF THE PLANENG SYSTEM MILL IT INTO THE SPACE WITH HO MIDDRESHED REPIEDED AND TESSING ON RIVE ONCOMINGN AND ANY OTHER TROUGH.
- 22. THE PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTION TO ALL GAS—FIRED EQUIPMENT. A FINAL CONNECTION SHALL BE MADE WITH A SHAT OFF WALVE, UNION, AND DIRT LEG.
- 23. DIRT LEG SHALL BE PROVIDED AT THE BASE OF ALL VERTICAL GAS PIPEIXS.
- 24. THE LOCATION OF ALL CAS-FIRED EQUIPMENT AND THE GAS CONNECTION ARE APPROXIMATE ONLY AND SHALL BE DETERMINED IN THE FIELD. THE PLANEING CONTRACTOR SHALL CORROW/UTE WITH TH MAC CONTRACTOR FOR LOCATIONS OF ALL GAS-FIRED EQUIPMENT AND THE GAS CONNECTION LOCATIONS.
- 25. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL EQUIPMENT REQUIRMS PLUMBING CONNECTION.
- 26. ALL WATER PIPMS SAUL BE TESTED FOR COUFORN BY A LICENSED TESTING IAB. A CERTIFIED REPORT FROM THE UAB SAUL BE SIBILITIED TO THE PLUMBING INSPECTION FOR REACH AND AFFROWAL THIS SAUL BE DONE AND AFFROWAL SAUL BE OBTAINED FROM THE INSPECTIOR PROR TO FINAL ACCEPTANCE OF THE PLUMBING WORK.
- 27. THE PLUMBING CONTRACTOR SHALL SUBMIT WAMPIACTURERS' SHOP DRAININS FOR ALL PROPOSED MATERIAL, WAVE, AND EQUIPMENT TO THE PLUMBING ENCHAER FOR APPROVAL MINITED APPROVAL OF ALL PROPOSED MATERIAL, WLVE, AND EQUIPMENT SHALL BE RECEIVED FROM THE PLUMBING ENCHAER PRIOR TO THE COMMENCEMENT OF ANY PLUMBING WORK.

KITCHEN NOTES

- ALL PPING CONNECTIONS SHOWN ARE APPROXIMATE DALY. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE KITCHEN CONTRACTOR TOR THE ELACT LOCATIONS AND REQUIREMENTS OF ALL PPING DROPS AND FINAL CONNECTIONS, AS TRULL AS ALL VALVES, THIS SHALL BE DONE PROR TO ANY INSTALLATION OF ANY PLANGING SISTEMS ASSOCIATED WITH THE KITCHEN.
- THE PLINIBNG CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL PLINIBNG COINECTIONS TO ALL KITCHEN EQUIPMENT REQUERNE PLUMBING. ALL FINAL CONNECTIONS SHALL BE COORDINATED WITH THE KITCHEN CONTRACTOR PROOF TO INSTALLATION. ALL FINAL PULBERIC CONNECTIONS TO ALL KITCHEN EQUIPMENT SHALL BE IN ACCORDING WITH THAT EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND THE STATE PULBBRING CONC.
- THE TERM "NITCHEN EQUIPMENT" SHALL INCLIDE ALL FIXTURES, FAUCETS, SINKS, COOKING EQUIPMENT, ICE LANCERS, COFFEE MAKERS AND ANY EQUIPMENT OR FIXTURE IN THE KITCHEN THAT RECOURSES PULLMENGS CONNECTIONS.
- THE PLINBING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL KITCHEN EQUIPMENT DAWNINGS AND CURSHEST INFORMATION AND TO PERFORM ALL COORDINATION WITH THE KITCHEN CONTRACTOR AND KITCHEN ELOUPHENT MEDIOSES S AS TO FARMANISE EMBESSIBLES WITH EXEMPLE PIECE OF KITCHEN EQUIPMENT REQUIRMS PULLIBRIC CONNECTIONS. ALL FINAL CONNECTION POINTS, WAVE REQUIRMENTS AND DIMENSIONS SHALL BE DETERMIND AS A RESULT OF THIS COORDINATION THE PURBHING DRAWNISS SHALL NOT BE USED FOR OMERSIONING OF ANY DRAW, VEHT, WATER OR EAS PRIVICE.
- THE PLUMBING SHALL RUM ALL INDIRECT WASTE PIPMS FROM KITCHEN EQUIPMENT TO INDIRECT WASTE AT FLOOR DRAWS AND FLOOR SHIKS. THE PLUMBING CONTRICTOR SHALL COOKDINATE WITH PLUMBLENG CONTRICTOR WISTE DRAWS, DIRECTED WASTE PIPMS FROM KITCHEN EQUIPMENT MAY BE COPPER OR PVC AS APPROVED BY THE STATE PLANDING CODE
- THE LOCATIONS OF ALL FLOOR DRAMS AND FLOOR SINKS ARE SHOWN AS APPROXIMATE ONLY. THE PLUMBING COMPRACTOR SHALL COORDINATE A WESTING WITH THE ARCHITECT, THE GENERAL CONTRICTOR, AND THE INTERFECT HOUSEASTANT IN DROPE TO DETERMENT THE PLACET LOCATIONS OF ALL FLOOR BRANS AND FLOOR SINKS AS BELL AS THE TIPE OF FLOOR DRAMS AND FLOOR SINKS LOSED, THE PLUMBING CONTRICTOR SHALL COORDINATE, AT THIS WIETHOR, THE LOCATIONS AND THOSE SINKS TOR THE MICHIGAN THE LOCATIONS AND THOSE SINKS TOR THE MICHIGAN THE LOCATIONS AND THOSE SINKS TOR THE MICHIGAN EXAMINENT AND PRIMERS.
- PERR TO THE COMMENCIAENT OF ANY PLUMENO WORK, THE PLUMENG CONTRACTOR SHALL COORDANTE A METING SHIP HE MITCHEN CONTRACTOR AND CONSILIANT, THE ARCHITECT, THE COMER'S REPRESENTATE AND THE COMIRES. THE PROPOSE OF THE METERS WILL BE FOR THE PLUMENG CONTRACTOR TO PRESENT THE PROPOSED LOCATIONS OF ALL FLOOR PRHETATIONS AND MODERNOOR PHORA TO THE CONTRACT AND TO CONSIDERATION FROM TO THE CONTRACT AND TO CONTRACTOR OF ALL FLOOR PHORA TO THE CONTRACT AND TO CONTRACT THE CONTRACTOR OF ALL FLOOR PRINCIPLOR PHYSIC SHALL BE INSTILLED WITO THE SPACE BELOW THE MITCHES FLOOR OF PUBLISHED WORK SHALL BEGON HERE HIS REVIEWED AND APPROVED ALL FLOOR PENETRATIONS AND INDEPENDENT PHYSIC INSTILLATIONS.
- ALL KITCHEN EQUIPMENT, FIXTURES AND FAUCETS SHALL BE FURNISHED BY OTHERS, ALL EQUIPMENT AND FIXTURES SHALL BE INSTALLED BY THE PULMING CONTRACTOR, ALL FAUCETS FOR FIXTURES AND EQUIPMENT SHALL BE INSTALLED BY THE FURNISHED CONTRACTOR. ALL FAUCET AND FIXTURE TRIAL, DRINS, WASTES, SEPRICE STOPS, P. FIAPS, WASTE AND, WATER SUPPLIES, SHA STRUMENTS, ALPRESS AND ALL PULMBENT SHAM ASSOCIATE WHITH KITCHEN TRUMES, FAUCETS AND BOUPPENT INCLUDION ALL FINAL CONDECTIONS SHALL BE FURNISHED AND INSTALLED BY THE PLIABERSO

GENERAL NOTES

- ALL PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MASSACHUSETTS STATE PLUMBING CODE, LATEST EXTRON.
- 2. CAREFULLY COORDINATE LOCATION OF PIPING WITH ALL OTHER TRADES.
- 3. ALL PIPING SHOWN DIAGRAMMATICALLY AND EXACT LOCATION SHALL BE DETERMINED IN THE FIELD.
- 4. ALL PIPING SHALL BE RUN CONCEALED ABOVE CEILINGS, IN WALLS AND IN CHASES, UNLESS
- 5. NO STRUCTURAL WEMBERS SHALL BE CUT WITHOUT THE APPROVAL OF THE STRUCTURE ENGINEER. 6. ALL PIPING SHALL BE SUPPORTED FROM BUILDING STRUCTURE.
- 7. THE TERM "PROVIDE" SHALL WEAR FURNISH AND INSTALL.
- B. RUN WATER PIPE ON THE WARM SIDE OF BUILDING INSULATION, NO WATER PIPING SHALL BE RUN ON EXTEROOR WALLS.
- PROVIDE DRAWOFFS WITH BALL VALVE, HOSE END VACUUM BREAKER, CAP & CHAIN AT ALL DOMESTIC WATER LOW POINTS AND PRICH PUPMS TO DRAIN.
- ALL SANITARY WASTE PPING SHALL PITCH A WIN OF "" PER FT. FOR PIPING 4" & LARGER, AND "".
 PER FT FOR PIPING UP TO 3".
- 11. PROVIDE SHOCK ABSORBERS ON ALL PIPPING SERVICING FLUSH VALVE FIXTURES.
- 12. ALL PIPING SHALL BE NEW, INSTALLED PARALLEL TO BUILDING LINES AND PITCHED TO LOW POINTS.
- Plumbing contractor shall provide firestopping for all penetrations then fire walls and fire rated separations. Coordinate with architectural druwings for these areas.
- 14. PLINIARY CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL SCAFFOLDERS, HOSTING EQUIPMENT DERRICKS, ETC., NECESSARY FOR INSTALLATION OF WORK
- ALL PLUVIBING PPING AND DRAINS SHALL BE KEPT CLEAR OF BLOCKAGE WHILE CONSTRUCTION IS UNDERWAY. ALL PLUVIBING PIPING SHALL BE DEBURRED BEFORE JOHTS ARE MADE.
- THE PLUVBING CONTRACTOR SHALL PROVIDE ALL CUITING AND PATCHING IN ORDER TO ACCOMMODATE THE PLUVBING WORK
- 17. WHERE PLUMBING DROPS ONLY ARE SHOWN TO FIXTURES OR GROUPS OF FIXTURES, THE PLUMBING CONTRACTOR SHALL MAKE ALL FANL CONNECTIONS OF WATER, SWITERY AND VENT TO EACH FIXTURE PLUMBING CONVECTIONS TO FIXTURES SHALL BE IN ACCORDANCE WITH THE PLUMBING FOTURE SCHEDULE PROVIDE STRIPE STOP AT EACH FIXTURE.
- 18. ALL ISOLATION WALVES AND BUTTERFLY WALVES INSTALLED IN WALLS OR ABOVE CELLINGS SHALL BE PROVIDED WITH ACCESS PARELS. WHERE REMOVABLE SUSPENDED CELLING TILES ARE USED, NO ACCESS PARELS ARE RECORDED.
- 19. ALL PIPING RISER PENETRATIONS THRU FLOORS SHALL BE SEALED WATER TIGHT
- 20. ALL DISTING CONDITIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT INTENDED TO SHOW EXACT DISTINGS CONDITIONS, ALL DISTINGS CONDITIONS SHALL BE VERSIED BY THE PLAUBING CONTRACTOR IN THE FIELD, ALL POINTS OF CONNECTION TO EXISTING SYSTEMS SHALL BE DETERMINED IN THE FIELD BY THE PLAUBING CONTRACTOR.
- 21. PROR TO BID, THE CONTRACTOR SHALL WIST THE SITE AND FAMILARIZE THEASELVES WITH ALL ASPECTS OF THE MORK AND ALL CONDITIONS TO WHAT THE WORK WILL BE INSTALLED, ANY DISCREPANCY BETWEEN THE WORK SHOWN OF THE COMMINIST AND ANY COMPONINGS, EXISTING OR PROPOSED, SHALL BE SUBMITTED TO THE ARCHITECT HIS MIRRING, FALURE OF THE CONTRACTOR TO PARALMARE FRUIDING TO THE LIBERT SHOWN OF THE WORK AND ANY CONTRACTOR THE REPORT OF THE WORK AND ANY CONTRACTOR OF THE CONTRA
- 22. CONTRACTOR SHALL COORDANTE ALL SHUT DOWNS OF DOSTING SYSTEMS WITH OWNER ALL SHUT DOWNS SHALL BE PERFORMED AS REQUESTED BY OWNER. NO SHUT DOWNS SHALL BE PERFORMED DURNING MORAL BESAULTSCHESS AUTHORIZED BY OWNER.

LANDLORDS NOTES

- VERY MY EXECUTION FORC. MO MY NEW YORK, EXCENDED BY THE LUMBLIOD THUS BUT SOWN ON PLANS WITH ANY SOUTHWARK AND CONTROLL, MACROST CONTROLLS MANUEL, PRIOR TO BE VISITED ANY BOX REXIDED TO PRIVITE LIMITED AND CONTROLLS. AND CONTROLLS AND CONTR

PLUMBING LEGEND & ABBREVIATIONS AFF ABOVE PHISHED FLOOR HOT WATER ARCH ARCHITECT HOT WATER RETURN BWV BACKWATER VALVE HWR EW COLD WATER BELOW FLOOR CFH CUBIC FEET PER HOUR H# HOT WATER BELOW FLOOR CLG CETTING HOT WATER RETURN BELOW FLOOR CO CLEANOUT 140'F HOT WATER CONN CONNECTION 140'F HMR 140'F HOT WATER RETURN CONT CONTINUATION TEMPERED WATER CTE CONNECT TO EXISTING TEMPERED WATER RETURN DAG DRAWING SAN OR W SANTARY WASTE EC ELECTRICAL CONTRACTOR SAN OR W SANITARY WASTE BELOW FLOOR ELEC ELECTRICAL INDRECT WASTE ETBR EXISTING TO BE REMOVED KITCHEN WASTE ETR EXISTING TO REWAIN KITCHEN WASTE BELOW FLOOR FCO FLOOR CLEANOUT m CONDENSATE ORAN FLOOR DRAIN VE) (T FINISHED FLOOR ELEVATION ======Y======= NATURAL GAS LINE GC. GENERAL CONTRACTOR FILTERED WATER ABOVE FLOOR GREASE INTERCEPTOR DE-JONIZED WATER CALLON PER FLUSH TRAP PRIMER SUPPLY GPW GALLON PER WINUTE TRAP PRIMER SUPPLY BELOW FLOOR ONH GAS-FIRED WATER HEATER EXISTING PIPING HB HOSE BIBB ^~~~~~ HEAT TRACE INV. EL. INVERT ELEVATION FCO FLOOR CLEANOUT LAV LAVATORY LPC LIMIT OF PLUMBING CONTRACT **→** ⇒ co CLEANOUT WALL CLEANOUT - PROVIDE ACCESS PANEL ----3 MAXIMOU CAPPED PIPE ---UNION KIC NOT IN CONTRACT ELUM TEEUM NTS NOT TO SCALE DIRECTION OF SLOPE DED OPEN-END DRAIN PLUVBING FIXTURE DESIGNATION ----WATERTIGHT SLEEVE PC PLUINBING CONTRACTOR TRAP PRIVER BALL VALVE BALL VALVE - HORMALLY CLOSED TYP TYPICAL ---CAS SHIT OFF VALVE VTR VENT THRU ROOF -₩-GAS COCK WC WATER CLOSET ---₹---THERMOSTATIC MIXING VALVE -->4--GATE VALVE

BALANCING VALVE

SOLEMON VALVE

BACKWATER VALVE

TRAP PRIMER VALVE ELBOW UP/RISE

ELBOW DOWN/DROF

AREA OF DEMOLITION - DETAIL DESIGNATION NUMBER - DRAWING NUMBER

HOSE RIPR

FLOOR DRAW FLOOR SINK

OPEN-END DRAIN/P-TRAP

CHECK VALVE

RPBFP

SA / WHA

DCV

PRESSURE REGULATING VALVE

DOUBLE CHECK VALVE ASSEMBLY

REDUCED PRESSURE ZONE BACKELOW PREVIOUER

SHOCK ARSORRER WATER HALBJER ARRESTO

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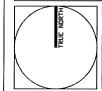
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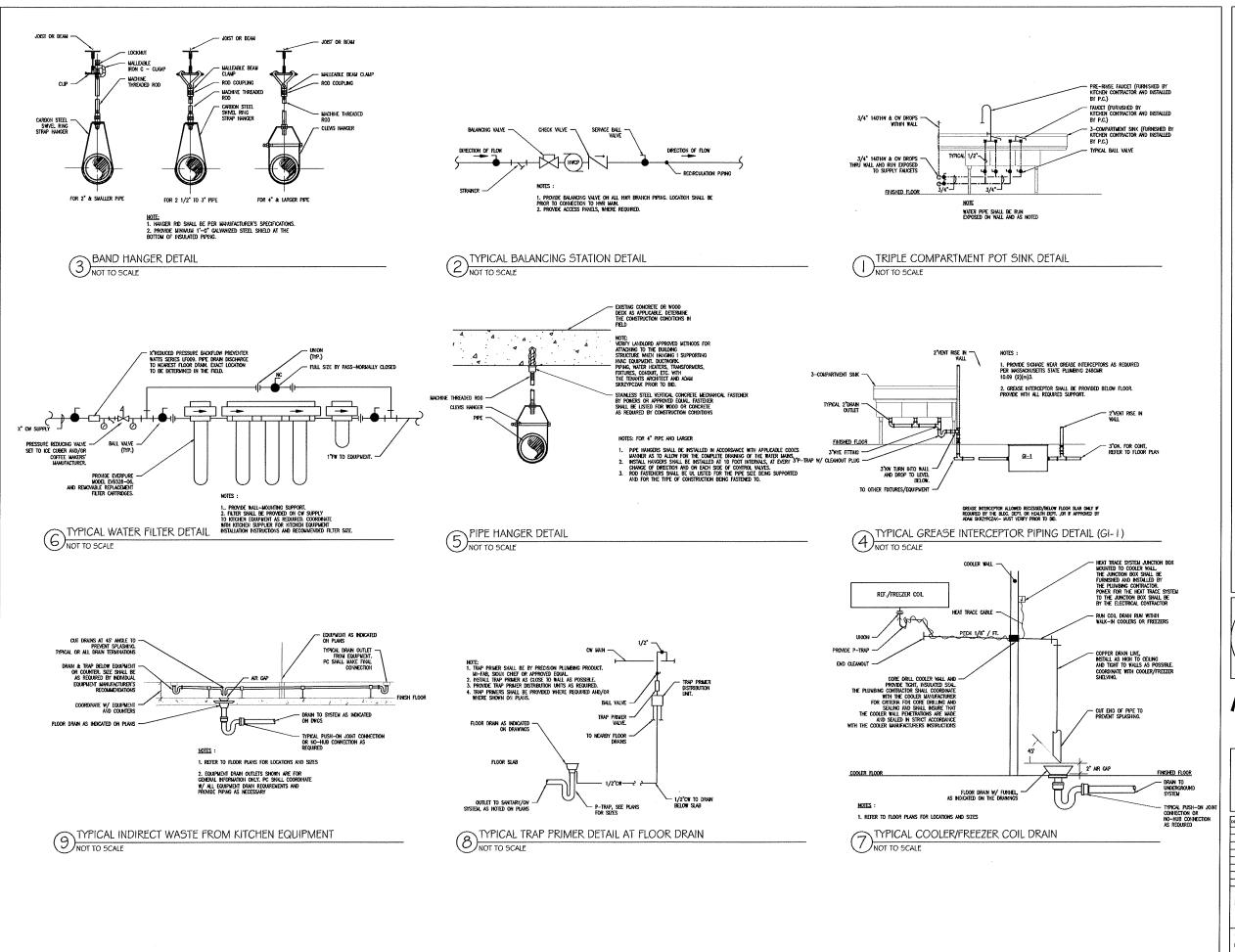
Tous Les Jours

Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/16/2019 04/01/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

PLUMBING LEGEND

SCALE: NTS DATE: 04/01/2019 DRAWN BY: JW CHECKED BY:





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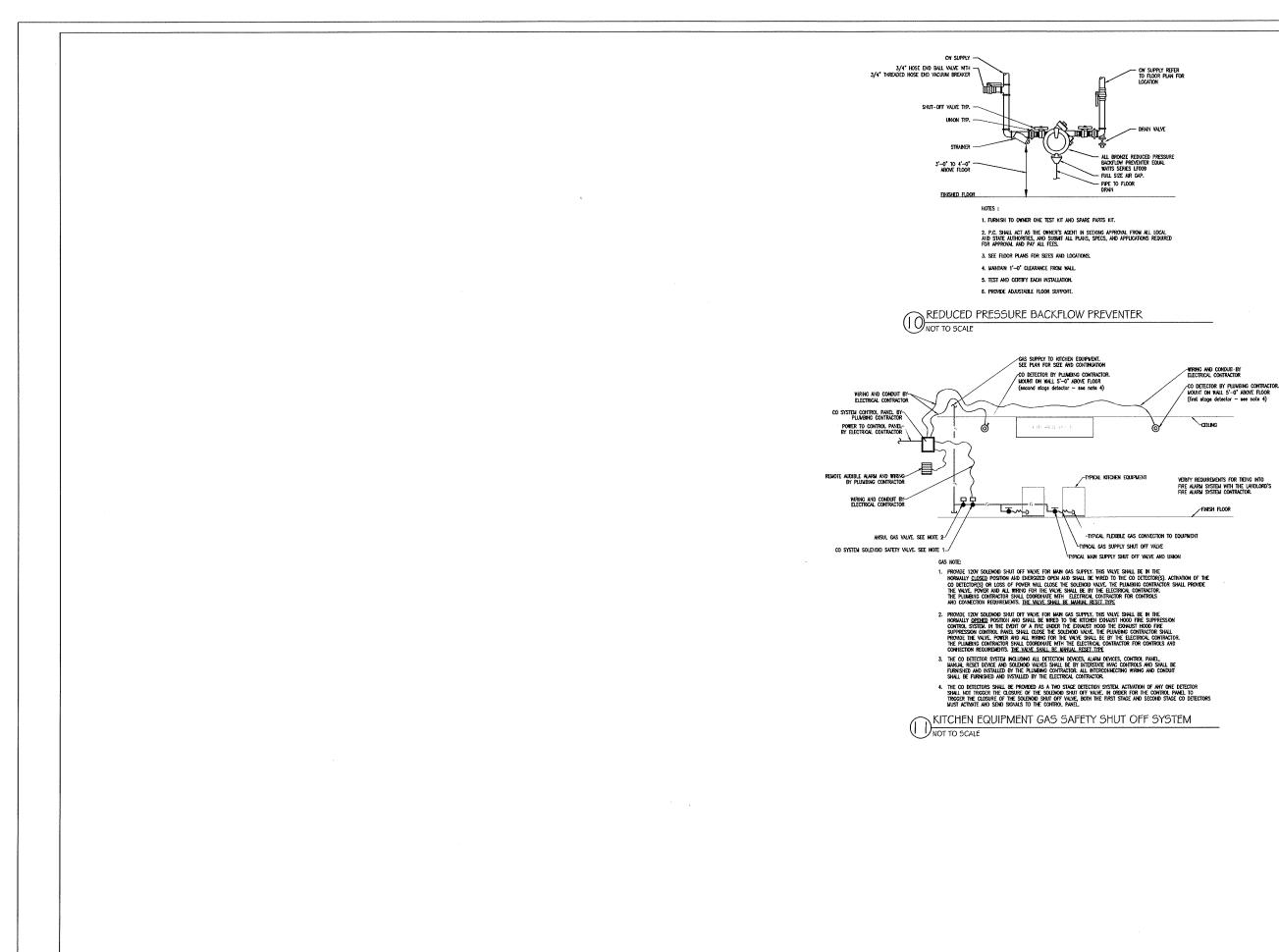
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Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

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PLUMBING DETAILS

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DELTA	DESCRIPTION	DATE
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\neg	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

PLUMBING DETAILS

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	PLUMBING FIXTURE SCHEDULE																
TAG NO	TYPE	MANUFACTURER	MODEL	SIZE	CW (in)	H# (in)	TW	SAN (in)	V (in)	FLOW RATE	SUPPLIES	TYPE	FITTINGS MANUFACTURER	MODEL.	TRAP	CARRER	REMARKS
P-1	WATER CLOSET	тото	CT418FG J O1	-	1/2*	-	-	4*	2*	1.6 & 0.9 GPF	TANK	MANUAL	тото	WT152M	IHTEGRAL	WALL MOUNTED 4" CAST BROH OUTLET OPTION	PROVIDE SS204 SOFT CLOSE SEAT, COTTON FINISH
P-2	LAVATORY	KOLHER	K-2812	-	1/2*	1/2*		2,	2*	1.2 GPM	FAUCET	MANUAL	XHOLER	K-73167-4 W/IMY-1	ENTEGRAL	WALL HOUNTED	WALL WOUNTED, WITH CONCEALED CARRIER, PROVIDE STANLESS STELL GRID STRAINER, TALPACCE AND TRAP.
P-3	MOP SINK	FAT	WSENDTG2424	24" x 24" x 10"	3/4"	3/4"		3*	2*	-	-	-	_	-	-	FLOOR MOUNTED	PROMOE E77A24 VIVIL BUMPERGUARO
NOTES :	ITES : FOXUME SELECTION SHULL BE CHEEFILILY COORDINATED WITH OWNER, AND ARCHITECT, COORDINATE ALL FIXTURE MOUNTING HEIGHTS WITH ARCHITECTURAL PLANS, PROVIDE LAWATORY PHYNG CONFRING AS REQUIRED.																

	WATER HEATER SCHEDULE												
SYMBOL	STORAGE (GAL)	RECO [®] GPH		TEMP SETTING	MANUF. & MODEL NUMBER	HATURAL CAS INPLIT (CEH) PRESSSURE				SERVICE	LOCATION	REMARKS	
HWH-1	50	78	90"	140	RHEEM XG50T120M40U0	40	-	DOMESTIC HOT WATER (KITCHEN)	KTCHEN	PROMOE CONDENSATE NEUTRALIZATION KIT. POLYPROPYLENE INTAKE/EQHAUST FLUES THROUGH ROOF, SAFE WASTE PAN/ALARM/AUTOMATIC SHUT OFF.			

KITCHEN SCHEDULE (GAS EQUIPMENT)											
mu 100	ENHANT.		GAS REQUIREMEN	r	POLITING						
ITEM NO	THEMPLOS	SIZE (in)	сян	PRESSURE (in. W.C)	ROJAPKS						
K6	DONUT GAS FRYER	3/4*	150	7*	COORDINATE W/ KITCHEN CONTRACTOR FOR EQUIPMENT DEMAND EXACT SIZE & CONNECTION POINT, SPECIFY/VERIFY PROR TO ORDERING EQUIPMENT						
K7	COUNTERTOP HOT PLATE (2 BURNER)	3/4*	64	r	COORDINATE W/ NTCHEN CONTRACTOR FOR EQUIPMENT DEMAND EXACT SIZE & CONNECTION POINT, SPECIFY/VERRY PRIOR TO ORDERING EQUIPMENT						

NOTES : GAS CONNECTION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. PROVIDE PRESSURE REGULATOR AT EQUIPMENT CONNECTION, AS REQUIRED.

	HOT WATER CIRCULATION PUMP SCHEDULE													
TAG	LOCATION	WARUFACTURER	MODET.	TYPE	FLOW (GPW)	HEAD (FT)		ELECT	RCAL.		COMMENTS			
					(Gr II)	(1)	VOLT	VOLT HP PHASE HZ		hΖ				
HWCP	MAIN HW DISTRIBUTION	CRUNDFOS	NAGNA-3	IN-UNE	4	12	115	0.5	1	60	DOVESTIC WATER RECIRCULATING WITH IMMERSION AQUASTAT			

	GREASE INTERCEPTOR SCHEDULE													
TAG NO	MANUFACTURER	MODEL.	FLOW RATE (GPW)	GREASE CAPACITY (LBS)	DALÉT	REMARKS								
Q-1	SCHIER PRODUCTS	GB-50	50	249	4"	PROVIDE WITH ALL REQUIRED VENT PIPING. PROVIDE WITH RISER, AS REQUIRED.								
	ASE INTERCEPTORS SHA TO ORDERING.	all be by schier i	PRODUCTS, J	.R SMITH, WATT	S, ZURN OR A	PPROVED EQUAL. SEE NOTE ON SHEET P1.00 AND								

			TEMPE	RATUR	E MIXIN	NG VALVE	
TAG NO	System	WANUFACTURER	MODEL	INLETS	OUTLET	TEMPERATURE SETTING (F)	REMARKS
TIXY-1	140'F HW	WATTS	LFIANV	1/2'	1/2*	110	Mounted Below <u>P2/A</u> Fixture and Kitchen hand sink.
HOUTE. TH	. (SUD) DE 1				***********	m	A 250011150 A 17010

T				1	
TAG NO	TYPE	MANUFACTURER	WODEL.	STRAINER	REMARKS
FD-1	FLOOR	WAITS	FD-100-A	6"NB	LOCATED IN TOLLET ROOMS AND GENERAL KITCHEN AREAS, PROVIDE TRAP PRIMER CONNECTION.
FD-2	FLOOR	ZURN	Z1901-ZN-K	-	HALF GRATE, PROMDE TRAP PRIMER CONNECTION WHERE INDICATED ON PLANS
FS-1	FLOOR	J.R. SMITH	3001-SERIES	4"	PROMOE TRAP PRIMER AND SEDIMENT



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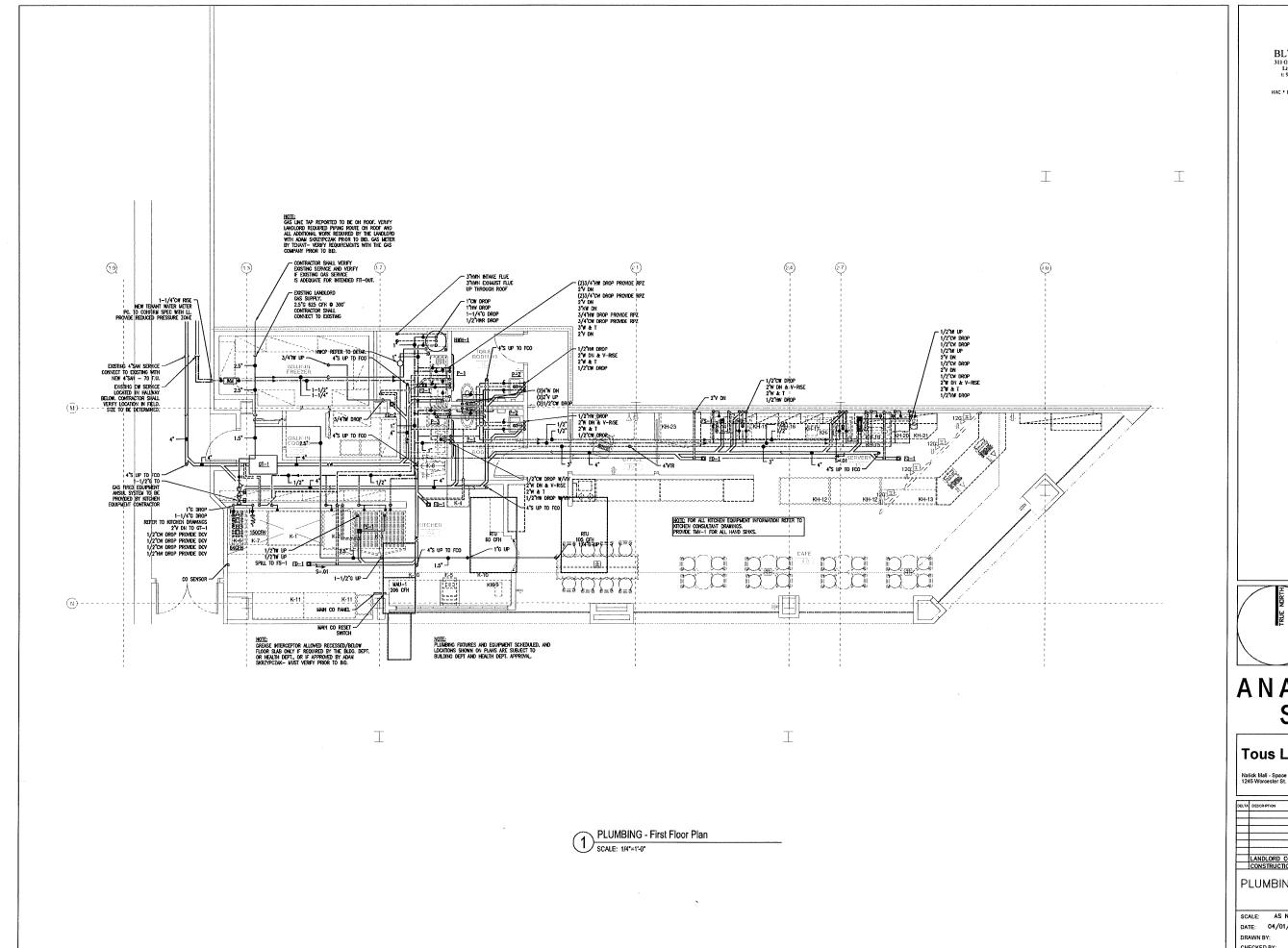
Tous Les Jours

Natick Malt - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
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_	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

PLUMBING SCHEDULES

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: JW
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Tous Les Jours

Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
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	CONSTRUCTION DOCUMENTS	04/01/20

PLUMBING FLOOR PLAN

SCALE: AS NOTED DATE: 04/01/2019 DRAWN BY: JW CHECKED BY: MD CHECKED BY:

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MECHANICAL ABBREVIATIONS

- ME COMPANSE
- MODE THENSE ALONS
- MERCIE
- METELLE BEST
- METEL

MECHANICAL LEGEND

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		①	TEMOCRY COMES.
	FIRE SHAPER	<u>.</u>	ENCE ON THER
tb,		0	HOUSE BYELL MANNE

MECHANICAL GENERAL NOTES

- ALL PFING AND DUCTHORN SHOWN IS DAGRAMMING ONLY. DETERMINE THE SOURT LOCATION IN THE FIELD.
- THE SOUTH LOCATION IN THE FELLO.

 ROTER TO ARCHITECTURAL DAMAGES FOR HEW CONSTRUCTION DEDALS.

 ROYER ALL BAURNOS BUTGES STATEM WORK TO BEDOME FAMILIAN WITH
 THE DEDALS OF CONSTRUCTION, AND COORDINATE WITH OTHER TRACES
 TO ELEMENTS COMPLETE. CREAM ALL REQUIRED PERMITS AND PAY ALL FEES RELATED TO SAME.
- PROVICE ALL HEICESSAYS PRIVAL EXUPAINT AND SUPPORTS AS WILL AS ANY ACCITIONAL EQUIPACITY, EVE. NOT SHOWN ON THE DRAWNOS OR CALLED FOR IN THE SPECIFICATIONS BUT RESERVANT TO PROVIDE COMPLETE AND WORKSHEE STATUSE.
- PROVIDE ACCESS TO M.L. EQUIPMENT REQUIRING PERCOIC SERVICE AND MINISTERACIC. MANTO-MACE.

 NOTIFIE ALL BOOK IN ACCORDANCE WITH STUTE AND LOCAL COCCE.

 TO NOT SOURCE THESE CHARMOS. DAYS ALL MANUARMACHTS IN THE PIELD

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LANDLORD NOTES

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- E. VENY LI MYROVE TRI COCCURT PING MYTHAL SUPCOT, ROJE NO TOMMATON RECURCIONS WITH ANNI SOCIATION, PROF TO SE.
- STOCK TOWN'S INVENTED SPACE RAMBER OF ALL ROUTED SCAPNIDE FOR ILL SCAPNIDGES. VORY WISH NOW SIGNIFICATE PRICE TO SEL.
- MONEY ROOF PROBESSIONS INCO AROUND ALL ROOFER SQUINGS, AND LIBER ALL BLCC FIRST AND CONDUST SWIFTONS AS REQUIRED, VEWSY WITH ILL ROOFING CONSTRUCTION AND ADMILESCENCES MIDER TO BIG.
- PROMIE 62 GIERE SUND ROOFEP SEFENE SCREE MOUND RECHAIL EDWARF FINS NOR ILL RELINEADORS. VOINT WITH ACAN SECURCIAN PRIOR TO MA. E VORTY FRE DAPTE RECORDANCES FOR OYGENS IN FRE INTO CELLA, INC., AND PLACE RESORDED BY E. DEFENDED, INC., AND WITH TOWNERS AND THE AND THE MEASURE SITE. PRICE IN IN.
- IL AL MERNAL AID TORK II A CELMA ROLAN AR RIDAM SAAL EE TADAM MED/NYTONE' AS FOR RAING COY, RELINCADES. YERY RELINDACES SIEN THE TRYN'S MONETE AID THE BELONG MEY PRICE TO BO/SKIN OF TOUR.
- 13. WHIT IL ATHROPS SENCES FOR ATHROPOSE TO THE REST SENCES FOR ATHROPS SENCES FOR ATTROPS FOR ATTRAPS FOR ATTROPS FOR ATTR
- PROME ACCISE TO ANY IL MOYOR TOWN RESPINANT, MUSIC, BAPTIES, CONTICUS, OLFNONTS, 7-BORES, ETS. LECKED MOSE 647 BOMO CRUME MO MY CHEEK MUCISSIBLE MINE AS PROMESS. "NEWFOCK MOSE RESIDENCE SECTION ACCESS THATS. LECKEDS BERT HE TRANSPORT MOSEST AND SPROPERTY OF BIO. IL SZ KOES OF RAIS HE WINY ALL INSPIRES HE WOURD BY THE LANCESTIC MICH TO BE.
- (5. THE LARCHING'S OPENIOUS SHAWER SHALL HAVE THE AUTHORY TO HAVE ON-OTE EXCHANGE AND THEIR OWNERS HE ACCOUNTED THE THE PLANT SHAPE SHAME CHEMA, AND ANY SHAPE HALL OWNERS HAVE ARRESTED THE WORLD ON THANK

MECHANICAL SPECIFICATIONS

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- FLINISH, SET SP ING SHADIN ALL SCHEDIS, HOSSING SHOUSERY, SOMFOLIE, STINISE IND PLINISIS AS RECEIPED FOR SECURITY.
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- 1.04 SECTION CRAMPICE: FRIENCH LIFTCH CEMPLICON OF ALL MONE, RECEIPD INFORMES OF THE WORK OF THIS SECTION. AN INCLUDING MARRIED TO LANCIAGO AN AUTOMA AND POR FORMAL. 1.05 BLOF EMPIRES: PROJECT SHOP EMPIRES TO THE EMPIRES FOR MYROAL OF ALL EXUPLIES, IMPERALS INCOMES AND ARRESTS TOPERASSES, CONTROLS.
- 1.00 $\frac{\rm company}{\rm company}$ is defined by supplying that edge, of differ and supplying for fix all supplies that the supplies of the suppl
- 157 CLUBS AND PURSONS: ALL CURING AND PERSONS RECESSARY FOR THE PROPER RESILIENCE OF WORK TO BE POSTUMED BYEEK THE RESERVE AND ALLBERTONS SHALL BE PERSONAD BY THE COMPACEN.
- 10) MERCH MESTRATI MELIBRINES AL VOIX MEDICTO DI PERE MININCO DIVILI RI MENULTO IN ACCOMMICE MEN BELARGIOTO DI TRA MESPOLIZITI STAT PALIME CIEL, TRO CIEL, FRO CIEL AND METUDICES RECURRIMES OF ECC. AND TEX.

- 1. AL SUC'S SWAL SE CONTRACTES AND SETMINE IN ACCORDANCE WHILTHE LUCKE ESFOR OF SHADON, ALL DISCRESS SHALL SE OURNARDS STILL SON, ALL DOY MESSAGE SHOT JON'S (CLASS S). DISCRESSONANT MAST SEE CHOOSES IN ACCORDED TO MODER & LAND AMPROADED.
- 3. ALL LOS MUSEUM DICES SHILL ME FRANCOID FOR 2 MONT MOST BALK PRESSIVE.
- 2. METHOR BUCHONG MALL IS CONCRUDED OF MINIAM 18 DATE BLOCK SIND, OF 18 DATES STATU.
 ALL DURING LINES AND STAND STAND SINGLE SERVICE SUBJECTIONS. DICT CONFESTOR TO THE HOLD SHALL SE
- S. PROVICE HERICHOLI, CLONON'S W ACCORNICE WITH APPLICACE DOOR REQUIREMENTS MINIMAR THERE TO PROT AND AT DOOR CAMBEE IN BRESTON.
- A. PROVINC MICHAEL COLLECTOR AT BYSIC OF VERSION, BINE TO SECO EXPANSE FRO IN ACCOMPANCE WIRE APPLICABLE CODE, RECORDINGS. S. CHICTHORN SHALL BE HETHILD WEN'A L/A-TE (20) SLOPE F TO FILE HUNGONDE RUM OR LESS, 1-12 (R.SK) SLOPE F OURS TO FIEL

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MONDES THAT DEST ACHE IS TESTED, FOR LIGHES PACKOTS—BLUE GROUP, DAIS, DAIS TEST SHALL BE LIMITED TO BLUE ACCUSA MESONALID BY THE FIELD AND SHALL DISLIGHT PACKOTS VIOLES. REMINISTRATE DANNET MATE (ME). 1. BLEDWICK SHALE DOUBLESTED OF 'N GROEF SHALES SHOLL ALL EXEMPLE, ARREST AND SHALE ST. BLEDWICK TOWAL DATA CONSECTION TO THE ROOD SHALE ST. MILED LIGHT THAT.

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- SHARK, YOUNG DUPTES, SHARK, YOUNG DIPTES SHALL BE PROSED SHEEL SICINI ON THE DIRECTS NO AT SHEET SHARED NO THE DIRECTS NO AT SHEET SHARED NEW THE SHARED NO.
- B. FLINBLE DUCT SHALL NOT DOCKED S FRET IN TOTAL LIDICHT AND SHALL HAVE A MINIMUM BEALL/INC WASHE OF R-A. 143 20030 1306
- A. MICHOE 1º BECORDE ACCURTE LIBRE ON MIST TO LIBER MET OF ALL BEPRY AND RETURN ME ELCHEMIC LINEAR SHALL BE ANNACIONAL MINICOLL DISLATION ON EXEM. 164 <u>88 00305</u>

- A STO-EN CONTUR DECIFOR (NE) I. GROWER THE SHALL BE MALATED WITH MORELESSING ALL AMPLE AND 2-MR PIPE, MINNEY, OF THE BUILD THAT WAS A SHALL BE MALATED WITH MALATER AND A SHALL BE MALATED WITH MALATER AND A SHALL BE MALATED WITH - E. BHELP AN ELCYBOR (SQ.
- 1. POLICE WITH IT THAN FREEDOMS CHAT WAY MEN FOR FIND
- C. RETAIN SECTION (N) NO SEPPLY DICTION (N) I, MISELEE MICH STOKKS FREDRICKS DICT WAT WICH FOIL FILE SIN, R-1
- DE DEPOSED ON AND SA BLET WORK I. SHALL BE DOUBLE WILL
- E. CORDUSTE DINN THE RIGH I/X" INCL. THONESS ELAPOLENIC THE HOLLOID.

CONDIGIOS DIMENTIMO DALL DE SOFT DAMA COPPUR RUBAC, CORTOL PERMOS, AND SELEM SOLUMES AUMS. MODOS AL MENOS, STAMENS, LIROUS AND APPRENDANCES FOR A COMPLEX DESILLARON. PROVINCE DELICTRIC LIROUS ROTHER DESILANA MENOS.

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- HALLS CONTO CONTOCO AND LOT WILLIAM SING FOR DOOR STORM AND AND DONE SEED OF S

SH COCKA; BETAL AL FOR SPORTE LACE HAT 1 - PROLOTS, ACCORDING TO THE APPLICAL INHEFICIALITY SECTION COCKAS HO SEP SHAPING, THE COCKAS SHOWN OF THE CHAPMES AND AS SPECIAL LACES THE SECTION. SHOULD ALL STREETS, SHOPE HAT SECTION AS

- A DUPPED SHELSE NEDLED CONFLEX WHI ALL RELIFIED HARRISTS AND SUPPORTS AN ACCORDANCE WHI THE MACHICARITY RECOMMENDATIONS.
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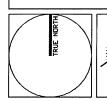
LANDLORD REQUIRED CONTRACTORS

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ANALOGUE STUDIO

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Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	LANDLORD COMMENTS	04/16/2019 04/01/2019
	CONSTRUCTION DOCUMENTS	04/01/2019

MECHANICAL ABBREVIATIONS, LEGEND, NOTES & SPECIFICATIONS

SCALE: NTS DATE: 04/01/2019 DRAWN BY: DS CHECKED BY:

ROOF TOP AIR CONDITIONING UNIT SCHEDULE ELECTRICAL DATA AIR HANDLING DATA TIFE | SUPPLY FIN DATA | DOWNST FIN DATA | DOWNST FIN DATA | EA 'S | LOS | FROM | CONTROL | CON FILTERS SERMED RTU-1 KITCHEN TRANE YHC048 RTU-2 TRANE Y11C060

HOTES:

POWER ESHALIST AND SMOKE DURUST FUNCTION ARE REQUIRED FOR ECONOMIZER OPERATION AND SMOKE DAYLIST OPERATION. VERY REQUIREDENTS FOR TENSO INTO LANGUAGES SMOKE DAYLIST SYSTEM WITH ADM SOSTREAM, AND THE LANGUAGES SMOKE DEPAULT FROM TO BIO/PORSENOR RTU.

	FAN SCHEDULE														
	TAG LOCATION(S) FAM UNIT MODEL SERVES CRU ESP. RPW H.P. # VOLT FLA DISCHARGE VELOCITY WEIGHT (LBS.) SOMES REJARDES														
	Œ-1	W-101	CAPTINE AIRE— CASREZ400	H000S	3600	2.0	1200	5.0	3	480	3.9	1600 FPN	400	20	RESTAURANT DUTY PROVIDE DISCONNECT, ROOF CURB, HINGE KIT, GREASE BOX, VIRBRATION ISOLATION,
	EF-1	W-101	CAPTINE AIRE - SIF1000	GENERAL.	200	0.75	1475	.18	1	120	1.5		100	11.0	PROVIDE DISCONNECT, ECM MOTOR, VIBRATION ISOLATION HANGERS

	MAKEUP AIR FAN SCHEDULE														
TAG	LOCATION(S) ON DWG	FAN UNIT MODEL	BLOWER	CFN	ESP.	RPNI	H.P.	вжр.	*	VOLT	£ΙΑ	WEIGHT (LBS.)	SONES	ROWAKS	
NAU-1	M-101	CAPINEARE A2-0.250	200	2500	0.75	1275	3.0	1.5	3	480	4.3	900	13.2	RESTAURANT DUTY PROMDE DISCONNECT, ROOF SUPPORT, WEATHER HOOD,	

		GAS	FIRED	MAKE-I	JP AIR UNIT(S)	
TAG	actual air Density?	IMPUT BTUs	OUTPUT MEH	TEMP. RISE	REQUIRED INPUT GAS PRESSURE	GAS TYPE
MAU-1	но	205.8	190.0	70 deg F	7 in. w.c 14 in. w.c.	Notural

	REGISTER, GRILLE & DIFFUSER SCHEDULE														
TAG	SERVICE	CFM	NECK SIZE	FRAME TYPE	PATTERN	DAMPER	VATERIAL	FINISH	MANUFACTURER & MODEL No.						
SD	SUPPLY	AS NOTED	AS HOTED	NOTE 1	Hythra 2A	YES	STEEL	PER ARCH	PRICE SKIP						
2D1	SUPPLY	AS NOTED	AS NOTED	KOTE 1,2,3	HVOH2 2A	YES	STEEL	PER ARCH	PRICE SPD						
ER	EXHAUST	AS NOTED	AS NOTED	NOTE 1, 2	FIXED	NO	STEEL	PER ARCH	PRICE 80						
RR	RETURN	AS NOTED	AS NOTED	NOTE 1, 2	FIXED	NO	STEEL	PER ARCH	PRICE 80						
HOTEC									••						

NOLES:

1. COORDINATE MOUNTING REQUIREMENTS WITH ARCHITECTURAL REFLECTED CEILING PLANS.

2. PROVIDE FRAME SUITABLE FOR SURFACE MOUNTING, CEILING OR SIDEWALL.

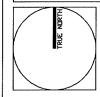
3. PROVIDE SQUARE TO ROUND TRANSITIONS WHERE REDEDD.

	IN	SULATION TYPE	SCHEDULE						
	1		FOR PIPE DIA. (NCHES)						
LOCATION	eksulation type	FITTING INSULATION TYPE	RUNOUTS MAINS < 1" 1"-1 1/2" 1 1/2"< 8" INSULATION WALL THECKNESS (INCHES)						
SUPPLY, RETURN & OUTSIDE AIR DUCT INSULATION	2" FIBERGLASS DUCT WRAP WITH FSK FACING								
SUPPLY, RETURN & OUTSIDE AIR DUCT EXPOSED OUTDOOR	2" FIBERGLASS DUCT WRAP WITH FSK FACING MADE WEATHER TIGHT								
SUPPLY, RETURN & OUTSIDE AIR DUCT EXPOSED INDOOR	DOUBLE WALL OR 1"LINING								
GREASE EXHAUST DUCT INSULATION	0" CLEARANCE FYRE WRAP								

DINING A	R BAL	ANCE	KITCHEN.	ar balance	TOTAL SPA	CE BALANCE
RTU-2	=	550	KEF-1	= -3600 CFM	DINING	= +350 CFM
CFM			WAU-1	= 2500 CFM	KITCHEN	= -950 CFM
EF-1		-200 CFM	RTU−1	= 150 CFM		



BLW Engineers, Inc.
311 Great Road, Post Office flow 1551
Littleton, Massachusetts 01460
1: 978.846.301 1: 978.842.0067
www.blwengineers.com
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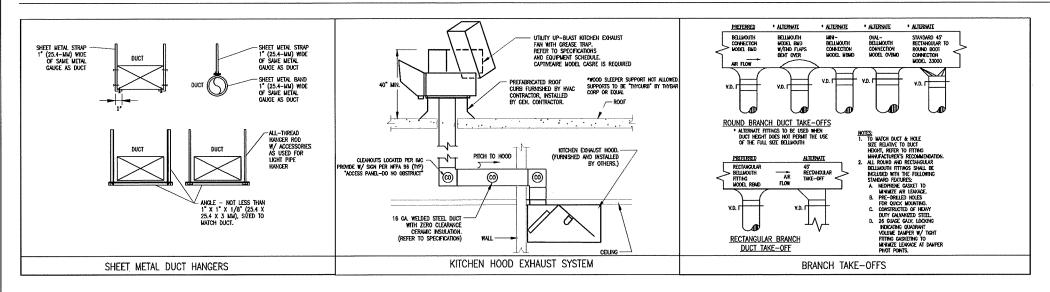
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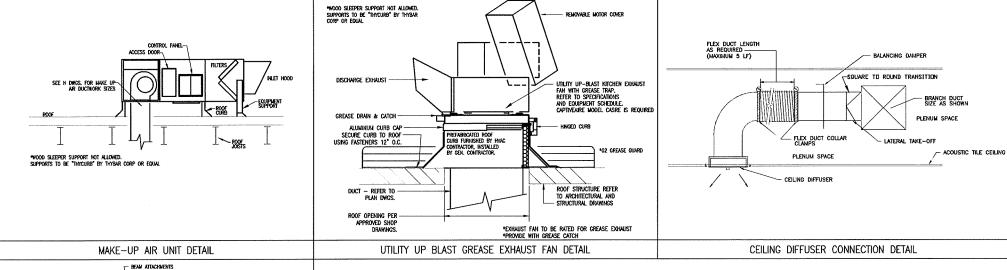
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\neg	CONSTRUCTION DOCUMENTS	04/16/2019

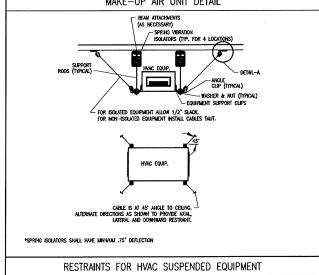
MECHANICAL SCHEDULES

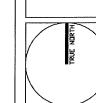
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DATE: 04/01/2019
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MECHANICAL DETAILS:











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BLW Engineers, Inc.
311 Great Road, Post Office Box 1551
Littleton, Massachusetts 01460
t: 978.486.4301 f: 978.428.0067

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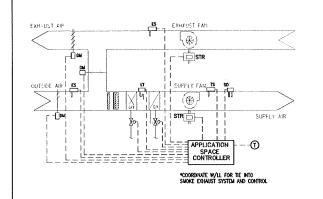
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DELTA	DESCRIPTION	DATE
Н		
	LANDLORD COMMENTS	04/16/20 04/01/20
	CONSTRUCTION DOCUMENTS	04/01/20

MECHANICAL DETAILS

SCALE: NTS
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MECHANICAL SEQUENCE OF CONTROLS:



APPLICATION TABLE ROOF TOP UNIT(S)
TYPICAL

THE ROOF TOP UNIT SWALL BE CONTROLLED THROUGH THE PACKAGED CONTROLS. THE SEQUENCE LISTED BELOW IS REVERSIBLE UNLESS NOTED OTHERWISE.

OCCUPED HOURS: THE UNIT'S SUPPLY FAN SHALL BE ENERGIZED AND OPERATE CONTINUOUSLY; THE GAS FURNACE SHALL BE DE-ENERGIZED; THE OUTDOOR AIR AND EXHAUST AIR DAMPERS SHALL BE OPENED TO THE SCHEDULED VENTLATION POSITION.

THE SUPPLY AIR TEMPERATURE SETPORT SHALL BE RESET FROM ITS MINIMUM SETPORT, 55F (ADJUSTABLE) TO ITS MAXIMUM SETPORT, 70F (ADJUSTABLE) AS REQUIRED TO MAINTAIN THE SPACE TEMPERATURE SETPORT.

IF HEATING IS REQUIRED, THE GAS HEAT SHALL OPERATE AS REQUIRED TO MANTAIN THE SUPPLY TEMPERATURE SETPOINT.

F COUNC IS REQUEDE AND THE COUNTS ARE DITHAUF IS LOWER THAT THE CUITDOR ARE DITHAUF, THE CUITDOR ARE DITHAUF AND THE UNIT SHALL OPPOSITE IN COOLING MODE.

INDUCATION DISISS.

ROOT TOP LINE: THE UNIT'S SUPPLY FAN SHUL BE DEDERROZED; THE EDWLSY FAN SHUL BE DEEDERGZED; THE OUTDOOR AR AND EARLIST AR DIMPERS SHUL BE IN THE 100 PERCENT RETURN POSITION. UPON A O'LL FOR HEAT FROM THE SPACE TEMPERATURE SESSOR, THE LINE SHEPPY FAN SHUL BE EINERZED, THE UNIT SHUL DEEDER TO MANNIAN THE UNDOCCUPED SPACE TEMPERATURE SETPONT, 55 F (ADASTABLE). COOLING SHULL BE LICKED OUT OURING UNDOCCUPED HOURS.

LOW TEMPERATURE PROTECTION CONTROL WHEN AR TEMPERATURE DOMESTREAM OF THE HEATING COL. DROP BELOW 40 DEG. F. (ADJUSTABLE AS SENSED BY LOW LUTT THERMOSTAT), THE FOLLOWING WILL COCURE.

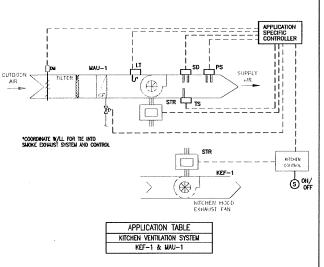
1. THE SUPPLY WIN EXPLAIT FAME WILL SHAT DOWN.

2. THE COUNTOO ARD DAMPER WILL CLOSE.

3. THE DOWNST ARD DAMPER WILL COPE.

THE LOW LIMIT THERMOSTAT WILL BEED TO BE MAYUALLY RESET FOR NORMAL OPERATION TO RESUME.

when the smoke detector senses a smoke condition, the unit supply fan swall be de-energzed; the unit's outdoor ar daypers shall be closed, dahles fan swall disergze and the approprate make some swall be transmitted to the bas.



KITCHEN MAKE UP AIR & EXHAUST FAN(S) SEQUENCE OF OPERATION

The ntichen wavelp are unit, ntichen examplet hodo fans shall be controlled through the Euc system. The sequence usted below is reversible unless noted otherwise.

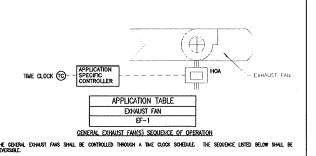
DES DETEMBLE MEDIT THE THIS OF HOLD CHAFF SHITCH IS IN THE 1987 PASSION, THE HOLD DUMBT THES AN AMERICAN WITH SHIRL WITH SHIRLING THE HOLD DUMBT THE AND AMERICAN OF THE HOLD DUMBT AND SHIP THE PROPERTY OF THE THE THIS OFFICE AND AMERICAN OF THE THIS OFFICE AND AMERICAN OFFICE AMERICAN OFFICE AND AMERICAN OFFICE AMERICAN OFFI

THE HOOD'S FIRE SUPPRESSION SYSTEM SHALL BE AUTOMATCHLY ACTIVATED AS REQUIRED, UPON FIRE SYSTEM ACTIVATION, THE WARRIP AR UNIT'S REPRY FAM SHALL BE DE-DEROZED AND OUTDOOR ARE DUMPER SHALL CLOSE, THE INTOHEN EXPAULTS FAM SHALL BE DEROZED AND AN ARAN SHALL BE THANSATTED TO BE BULMAN'S REAL WAND CORTION, DOES,

WHEN THE SMOKE DETECTOR SENSES A SMOKE CONDITION, THE UNIT SUPPLY FAN SHALL BE DE-ENERGIZED; THE UNIT'S OUTDOOR AR DAMPERS SHALL BE CLOSED, EXHAUST FAN SHALL ENERGIZE AND THE APPROPRATE ALARAI SCHALL SHALL BE TRANSMITTED TO THE EAS.



RTU WITH DUCTED RETURN, POWER EDWIST AND SMOKE EDWIST FUNCTION IS REQUIRED. CONTROL SCOURNCE MAST ENSIRE LANDLORD REQUIRED WANAM NEGATINE SPACE PRESSURGATION OF 600 GPU IS MATATINED DURNING ALL OCCUPRED HOURS OF OPERATION — SMOKE EDWIST FUNCTION VAIST BE TIED INTO LANDLORD'S SYSTEM.



DURING OCCUPIED HOURS. THE EXHAUST FAN SHALL BE ENERGIZED AND RUN CONTINUOUSLY.

DURING UNOCCUPIED HOURS, THE EXHAUST FAN SHALL BE DE-ENERGIZED.



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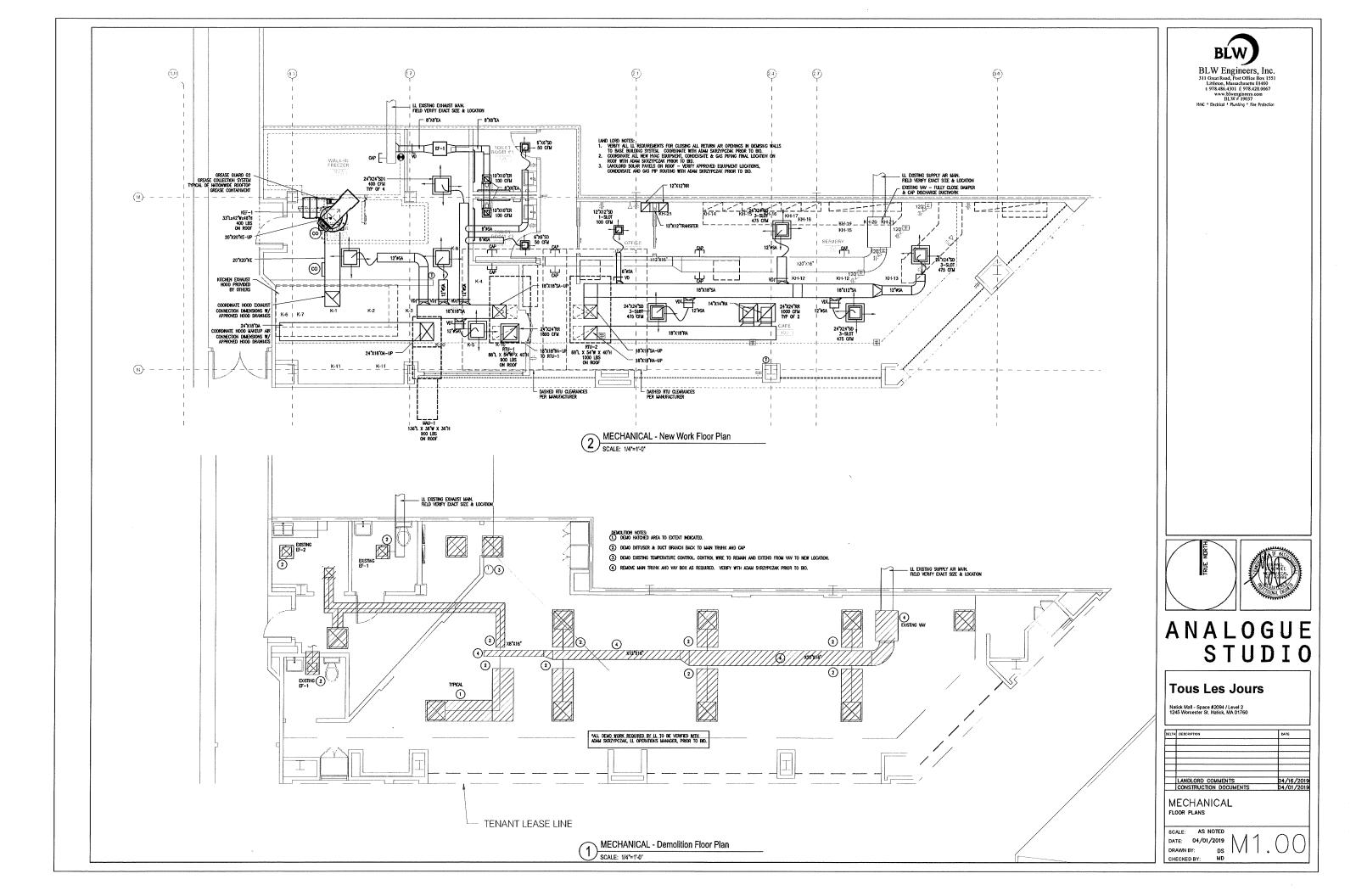
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MECHANICAL SEQUENCE OF CONTROLS

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GENERAL SPECIFICATIONS

- CONDITIONS OF THE CONTRACT AND DIVISION 1, GENERAL REQUIREMENTS APPLY TO WORK SHOWN ON THESE DRAWINGS. EXAMINE DRUWINGS AND OTHER SPECIFICATIONS FOR REQUIREMENTS THAT AFFECT WORK SHOWN ON THESE DRAWINGS.
- PROVIDE ITEMS REFERRED TO IN SHYGULAR NUMBER IN CONTRACT DOCUMENTS IN QUANTITIES NECESSARY TO COMPLETE
- VISIT SITE AND EXAMPLE CONDITIONS UNDER WHICH WORK MUST BE PERFORMED, REPORT ADVERSE CONDITIONS IN WRITING TO ARCHITECT. COMMINICALIDATION OF SMALL BE CONSTRUED AS COMPLETE ACCEPTANCE OF EXISTING CONDITIONS INQUARING PREPARATIORY WORK DONE BY OTHERS.
- PERFORM WORK AND PROVIDE MATERIALS AND EQUIPMENT AS SHOWN ON DRAWINGS. COORDINATE ELECTRICAL WORK WITH WORK SHOWN ON THESE DRAWINGS.
- CME NOTICES, FILE PLANS, OBTAIN PERMITS AND LICENSES, PAY FEES AND BACK CHARGES, AND OBTAIN NECESSARY APPROVALS FROM AUTHORITIES THAT HAVE JURISDICTION.
- PERFORM WORK AS REQUIRED BY CODES, REGULATIONS AND LAWS OF LOCAL, STATE AND FEDERAL GOVERNMENTS AND OTHER AUTHORITIES WITH LAWFUL JURISDICTION.
- MATERIAL AND EQUIPMENT SHALL BE UL, NEVA, ANSI, EEE, ADA & COM APPROVED FOR INTENDED SERVICE. MATERIAL AND INSTALLATION SHALL MEET REQUIREMENTS OF NATIONAL AND STATE ELECTRICAL CODE.
- MAINTAIN RECORD DRAWNOS ON SITE. RECORD SET MUST BE COMPLETE, CURRENT AND AVAILABLE FOR INSPECTION WHEN REQUISITIONS FOR PAYMENT ARE SUBMITTED.
- CUARWITEE WORK IN INSTITUTE FOR ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE. REPAIR OR REPLACE DETECTION MATCHAS OR INSTITUTION AT NO COST TO OWNER. CORRECT DAMAGE CAUSED IN MAKING NECESSARY REPAIRS AND REPLACEMENTS UNDER CHARACTER AT NO COST TO OWNER.
- 10. Subinit guarantee to architect before final payment. Statement of guarantee requirements shall not be interpreted to livit owner's rights under law and this contract.
- UTILIZE WOLDED CASE CRICAT BREAKERS. MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS SYMMETRICAL AT 240 VOLTS, AND 14,000 AMPS SYMMETRICAL AT 480 VOLTS.
- SUBJECT SHOP DRAWNES AND PRODUCT DATA WITHIN THEFT (30) DATS AFTER AWARD OF CONTRACT. CHECK, STANP AND MARK WITH PROJECT HAURS SERBITINGS BEFORE TRANSMITTING TO ARCHITECT. MOINTIE CONTRACTS FORM CONTRACT DOLUMENTS. SPORM OF DRAWNES AND ARCHITECTURE OF THE ARCHITECTURE SHOP DRAWNES ON LIGHTING, PARELEGISES, CHECHT BEDATORS, CHOUT, WERNE DEVICES, LIGHTING CONTROL DEVICES, CHECK AND CONDUCTORS, RIPE ALMAN MOLDINGH BETTAT COLUMINON, REPORT, LIGHTING TOUTS AND DECONNECTS.
- DEWATION FROM CONTRACT DOCUMENTS, OR PROPOSED SUBSTITUTION OF MATERIALS OR EQUIPMENT FOR THOSE SPECIFIC, SIMIL, BE REQUISTED IN SEPRANTE LETTER, WHETHER DEWATIONS ARE DUE TO FIELD CONGRESS, STANDARD SHOP PRACTICE, OR OTHER CUEST.
- Substitutions for scheduled lighting equipment will be rejected unless substitution subnittal is received within ten (10) days after contract award.
- 17. SCHEDULE AT LEAST TEN (10) WORKING DAYS, EXCLUSIVE ON TRANSMITTAL TIME FOR SUBVITTAL REVIEW.
- 18. ALL WRING SHALL BE RUN CONCEALED UNLESS SPECIFIED OTHERWISE.
- 19. ALL EQUIPMENT SHALL BE INSTALLED IN A NEAT AND WORKWANLIKE WANNER, RECTILINEAR TO BUILDING STRUCTURE.
- 20. ALL COMPONENTS SHOWN ON THE RISER DIAGRAMS, BUT HOT ON THE PLAN OR VICE VERSA, SHALL BE INCLUDED AS IF SHOWN ON BOTH.
- Location of Mechanical Equipment that require electrical connections are shown on the Mechanical Drawns.
- 22. ALL RACENAY RUNNING THROUGH BUILDING EXPANSION JOINTS SHALL BE EQUIPPED WITH EXPANSION FITTINGS.
- 23. CONDUIT HOMERUNS SHOWN ON THE DRUPING WITH MORE THAN THREE (3) CURRENT CARRYING COMBUCTORS ARE SHOWN DAGRAMMATICALLY. THE CONTINUEDRO SHALL NOT RESTALL MORE THAN THREE (3) CURRENT CARRYING COMBUCTORS IN A RECENSAY UNITES DONE OS SHORTON BY THE STAIL.
- 24. THE ELECTROAL CONTRACTOR SHALL CONSULT AND COOPERATE WITH CONTRACTORS OF OTHER TRACES TO ANDO ANY INTERSERVENCE IN THE INSTALLATION OF THEIR RESPECTIVE EQUIPMENT, CONTRACTOR SHALL REVIEW ALL TRACES' CONTRACTO DOCUMENTS TO DETERMINE SPECIFIC WOUNTING LOCATIONS FOR ELECTROAL EQUIPMENT. COORDINATE EXACT MOUNTING LOCATIONS WITH THE ARCHITECT
- 25. BRAICH CROUIT WRING IMY HOT BE SHOWN GRAPROCILLY ON DRAWINGS AHD MAY BE NORCATED BY CROUIT NUMBERS BESSIGE FOURES, DEVOES AND EQUIPMENT. PROVIDE COMPILER WRING SYSTEM INVESTIGER OR NOT INDICATED GRAPHICLIX. PIEUS BUANCE ALL PRESEDANCES AND PIEUD. CROUIT NUMBERS ARE DIAGRAMMATIC, UTILIZE AVAILABLE SPACE OR PROMDE ADDITIONAL BREWERS AND PAREIDANGOS AS DECESSARY.
- All New Weing Shall be tipe then/thinn rated 75-50°C, Body. Wet-dry Locations. Minimum Branch Grout Warns Shall be 100. 12 Ang Solid Oppers. Beauch Grout's Longer ham 150 feet for 120 youts or 250 Feet for 27° Youts Shall be at Lest No. 10 Aid From Paper. To Usat Office.
- 7. ALL NEW EXPOSED INTEROR WIRING ABOVE 8"-0" NOT EXPOSED TO DAWAGE SHALL BE INSTALLED IN ELECTRIC METALLIX TURING. ALL WIRING IN CONCRETE SLARS OR EXPOSED IN ROOM BELOW 8"-0" OR EXPOSED TO DAWAGE SHALL BE INSTALLED IN ROOS STEEL CONJUIN. EXTEROR WIRINGS SHALL BE INSTALLED IN ROOS STEEL CONJUIN. EXTEROR WIRINGS SHALL BE INSTALLED IN RETAILED CONJUIN.
- ALL GROUNDING SIMIL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AS AMENDED BY THE STATE OF MASSACHUSETTS.
- 30. ALL FIREPROOFING FOR ELECTRICAL PENETRATIONS SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
- System Feeders and Branch circuits that pass through altered areas and serve other areas shall be maintained.
- 82. PROVIDE NEW TYPED DEMTRICATION DRECTORY IN PANCEBOARDS INDICATING CREAT FUNCTION OR EQUIPMENT SERVED. LABEL ALL ELECTRICAL PRINES, INCOMPACTS SHITCHES AND OTHER EQUIPMENT WITH DERRIVED WINL PLATES.
 NAMEPHALE TEXTERNS SHALL BE 1/4" MYMIMAL.
- 33. PANELBONROS SHALL BE DOOR-IN-DOOR CONSTRUCTION WITH COPPER BUS. CROUT BREWERS SHALL BE THERMAL-MANEICE, BOAT-ON. PANELBONROS AND BREWERS SHALL BE CATURE HANNER, SOLMES TO, G.E. OR SELMENS. PROVIDE THE IDENTIFICATION DESCRIPTOR CASES OF PANELBONRO MICKATHIC DIRECTIFY TRACTION OR EQUIPMENT SERVED.
- 34. DISCONNECT SMITCHES SHALL BE HEAVY DUTY (HD), SIDE OPERATED WITH INTERLOCKING COVER, G.E., SQUARE "D", CUTLER HAUMER OR SIEWENS OR EQUAL.
- ALL WIRING (LOW VOLTAGE, TEL/DATA, FIRE ALARM, POWER BRANCH CIRCUIT) SHALL BE PLENUM RATED; NO EXCEPTIONS NON-PLENUM RATED CARLES OF JULY KIND SHALL NOT BE PROMDED.
- 36. PROVIDE UL LISTED MOLDABLE PUTTY PADS TO SEAL ANNULAR SPACES/PENETRATIONS AROUND ALL JUNCTION BOXES.

POWER NOTES

- ALL CONDUIT, WIRING AND ELECTRICAL EQUIPMENT SHALL BE INSTALLED AND GROUNDED IN ACCORDANCE WITH THE LATEST STANDARDS OF THE INITIONAL & STATE ELECTRICAL CODES AND ANY APPLICABLE LOCAL REQUILITIONS.
- ALL CONDUITS ARE SHOWN DAGRAMATICALLY. EXACT LOCATION AND NETHOD OF SUPPORT SHALL BE DETERMINED THE FELD, EXCEPT WHERE SPECIFIC DIMENSIONS AND DETAILS ARE SHOWN. ALL CONDUIT RINS SHALL BE REDLY SUPPORTED.
- NO CONDUIT SMALLER THAN 3/4 INCH ELECTRICAL TRADE SIZE SHALL BE USED, UNLESS SPECIFICALLY CALLED FOR ON THE DRAWNESS.
- PERFORM WORK AND PROVIDE MATERIALS AND EQUIPMENT TO MAKE INSTALLATION COMPLETE IN EVERY DETAIL UNDER THIS CONTRACT WHITHER OR NOT SPECIFICALLY SHOWN ON DRAWINGS.
- WRING DEVICES SIMIL BE TAMPER RESISTANT GRADE, 20 AMP, WITH SMOOTH INTLON DEVICE PLATES AS MANUFACTURED BY HUBBELL, OR EQUAL. COLOR TO MATCH EXISTING OR AS APPROVED BY ARCHITECT.

- MOMPHING HEARTS OF ELECTRICAL EQUIPMENT SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:

 a.) COMPRENENC RECEPTAGE (OFFREW), 1"-6" FROM FLOOR TO CONTRILINE.
 b.) COMPRENENC RECEPTAGE (OFFREW), 1"-6" FROM FLOOR TO CONTRILINE.
 c.) TELEPHONE COULTES, 1"-6" FROM FLOOR TO CONTRILINE.

GENERAL NOTES

- 1. REFER TO ARCHITECTURAL PLAYS AND ELEVATIONS FOR MOUNTING HEIGHTS AND EXACT LOCATIONS OF ALL DEVICES.
- 2. ALL FLOOR, MASONRY WALLS AND STRUCTURAL CELLING PENETRATIONS SHALL BE SLEEVED.
- 4. DO NOT LAY CABLES OR RACEWAY ON, OR SUPPORT FROM SUSPENDED CEILING OR PIPING AND DUCTWORK.
- OUTLET BOXES SHALL BE MOUNTED FLUSH. CONDUIT SHALL BE RUN CONCEALED. WHERE WALLS ARE BLOCK, DEVICES AND MISSING SHALL BE SURFACE MOUNTED. PROVIDE WIREMOLD OR EQUAL TO SURFACE MOUNTED PACEDRAY WITH FINISHED BOXES.
- 6. ALL WIRING WITHIN UTILITY CLOSETS WAY BE IN SURFACE MOUNTED CONDUIT. EMT WAY BE UTILIZED.
- 7. FLEXBLE CONDUIT CONNECTIONS SHALL BE A MAXIMUM OF 6'-0".
- 8. MC TYPE CONDUCTOR WITH INTEGRAL GROUND WIRE MAY BE UTILIZED FOR POWER AND LIGHTING CIRCUITS. MC CABLE SHALL BE UTILIZED ONLY WHERE COMPLETELY CONCEALED.
- STEDL OR FIRE-RATED ELECTRICAL BOXES (SWITCHES, OUTLETS, JUNCTION BOXES, ETC.) SWALL BE PROVIDED AND
 NOTABLED IN ALL FIRE RATED ASSEMBLES AS IN ACCORDANCE WITH BULDING AND ELECTRICAL COOKS. UL LISTED
 MODIFIED FUTUR PLAYS OR REPRODOCY/SPRAY FOW INSULATE SHALL BE USED TO SELVIL ALL INVALICAL
 SPRAZS/PERETRATIONS MODIFIED BOXES. FIRE RATED ASSEMBLIES INCLIDE EXTERIOR WALLS, FIRE-PATED WALLS,
 FLOOR/CEURICA SASSIBLEUS. AND ROOF/COURSE ASSEMBLIES.
- Verfy any demolition work, and any new work, required by the landloro that is not shown on plans with adai skrzypczak, landloro's operation manager, pror to Bid.
- 12. VERBY MY WORK REQUIRED TO PROTECT LANGUAGO AND THAM'T REE ALAMA/LIFE SAFETY SYSTEM WRING AND DEVICES, SPRANGER PRING, DECINICAGE, PLANGER, COMMINICATION SYSTEM WRING, ICE, COURNO CHILDITHON AND NEW CONSTRUCTION WITH ADM SPECIFICACIA AND THE TRANSIT AMOSTITECT PROOF TO BE OFFICIAL SYSTEM OF WORK.
- MUST COVER RETURN AIR OPENINGS PROR TO START OF DEMOLITION WORK AND/OR NEW CONSTRUCTION, VERIFY LANDLORD REQUIREMENTS WITH ADAM SKRZYPCZJK PROR TO BD.
- 14. ALL WORK OUTSIDE OF TENANT'S SPACE SHALL BE BY A LANDLORD APPROVED ELECTRICAL CONTRACTOR AT THE TENANT'S EXPENSE.
- 16. ALL UCHT TRITURES, EQUIPMENT, WIREING METHOOS, ETC. WITHIN A COLUNG AIR PLENIAL SHALL COMPLY WITH NEC SECTION 200-22, JANO ANY ADDITIONAL BUILDING DEPT, REQUIPMENTS. YESRY ANY ADDITIONAL REQUIREMENTS WITH THE BUILDING OFFT, AND THE TENNIFY'S ARCHITECT PRIOR TO BIO.
- 17. VERIFY REQUIRED AIC/FAULT CURRENT PATING FOR ALL PANELBOARDS PRIOR TO PURCHASE.
- 18. PROVIDE LOCK-ON DEVICE FOR EXIT LIGHT, EMERGENCY LIGHT AND FIRE ALARM SYSTEM CIRCUITS AS REQUIRED.
- VERBY IF MC CABLE IS ALLOWED BY THE LANDLORD WITH ADAM SKRZYPCZAK PRIOR TO BIO. FLEXBILE METAL CONDUIT (MXL LENGTH 6FT.) TYPICALLY REQUIRED.
- 20. TENHIT SPICE BELOW. VEREY APPROVED FLOOR SUB PENETRATION LOCATIONS AND THE FOLLOWING LANDLORD REQUIREMENTS WITH THE TENHALT'S ARCHITECT AND ADAM SOSEPPICZAM PRIOR TO BBD: ORDING AND SLEENING; COMOUT ROUTING IN COLUMN OF SOCIE EBLOW, REPROVOTOR NO SCIENCE ETC. MAY BE REQUIRED TO PERFORM CONTINUED ROUMY/SOMMY/SOXY MESTICATION; SURFEY OF FLOOR SUAB AND/OR USE A LANDLORD APPROVED CORNIC CONTINUED. ALL MORK SHALL BELL THE TENHAT'S DEPORTS.
- 21. VERFY LANDLORD APPROVED METHODS FOR ATTACHING TO THE BUILDING STRUCTURE WHEN HAVGING/SUPPORTING HIVAC THE STANDARD PETROLE MELTINGS THE STANDARD TO THE BUILDING STRUCTURE WHEN HADRON/SUPPORTING HAVE EXCHANGE, DOWNEY, PRINCE NO WATER HAZERS, PRESSORUES, EXTURES, COMDITE, TEC. MITH THE THRUT'S ARCHITECT AND ADML STROTPCIAR PROOF TO BIO. ATTACHEN TO ROOF BECK, OR UPPER LEVEL FLOOR SLASS IS NOT ALLOYED. CONTRACTOR MAY BE REQUIRED TO SUBMIT DETAIL/PLAN TO LANDLING'S STRUCTURAL ENGINEER FOR APPROVAL AT THE TOWARTS EXPENSE.
- 22. PROMDE ACCESS TO ANY UNIDLORD AND/OR TENHAT EQUIPMENT, VALVES, OMMPERS, CONTROLS, CLEANOURS, J-BOXES, ETC. LOCATED ABOVE GYP. BOARD CELING AND ANY OTHER BUADESSBILE AREAS AS REQUIRED. VERPY/COORDMATE REQUIRED ACCESS PAYEL LOCATIONS WITH THE TENHAT'S ARCHITECT AND ADMI SKRZYPCZAK PROR TO BD/START OF WORK.
- 23. SEE HOTES ON PLANS AND VERIFY ALL MATERIALS AND WORK REQUIRED BY THE LANDLORD PRIOR TO BD.

LIGHTING NOTES

- ALL CONDUIT, FIXTURES AND OUTLETS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATION AND METHOD OF SUPPORT SHALL BE DETERMINED IN THE FIELD, EXCEPT WHERE SPECIFIC DIMENSIONS AND DETAILS ARE SHOWN.
- All Lighting fixture spacing dividisions and wounting heights are reconvenided locations. Slight variations
 where necessary to avoid interference shall be deternined in the field.
- 3. MOUNTING HEIGHTS OF ELECTRICAL EQUIPMENT SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED:

 a) LIGHT SMITCHES, 4"-O" FROM FLOOR TO CORTRELIVE.

 b) LIGHTING PROBLEMONS, 5"-" STOM FLOOR TO TOP.

 c) LIGHT RIVERS SEE LIGHTING FIXTURE SCHEDULE, MOUNTING HEIGHT OF FIXTURE IS MEASURED TO BOTTOM OF REFLICTIOR.

- WHERE REQUIRED, ADDITIONAL SUPPORT STEEL FOR THE LIGHTING INSTALLATION SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. SEISLAC RESTRAINTS SHALL BE INCLUDED AS PER STATE BUILDING CODE.

- FRE-RAIED BOXES/ENCLOSURES FOR RECESSED LIGHTING FATURES SWALL BE PROVIDED AND INSTALLED IN FRE-RAIED ASSUBLIES AS IN ACCORDANCE WITH BULDONG AND ELECTRICAL CODES, FRE-RATED ASSUBLIES INCLUDE; FIRE-RATED WALLS, FLOOR/CELLING ASSUBLIES AND ROOF/CELLING ASSUBLIES. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF FRE-RAIED ASSUBLIES.

ABBREVIATIONS

,	AMPERE	MC	INTERMEDIATE METALLIC CONDUIT
	ALTERNATING CURRENT	JB	JUNCTION BOX
	AMPERE FRAME	KYA	KILOVOLT-AMPERE
	ABOVE FINISHED FLOOR	KW	KILOWATT
	ABOVE FINISHED GRADE	LTG	LICHTING
	AMPERE INTERRUPTING CAPACITY	PWR	POWER
	ALUNNUM	VCB	MAIN CIRCUIT BREAKER
	AMPERE TRIP	MEC	WASSACHUSETTS ELECTRICAL CODE
	AUTOMATIC TRAVISFER SWITCH	NO	MAIN LUGS ONLY
	AMERICAN WIRE GAUGE	MTG	MOUNTING
	CONDUIT	MTD	MOUNTED
	CRCUT	MCC	MOTOR CONTROL CENTER
	CRCUIT BREAKER	NEC	HATIONAL ELECTRICAL CODE
	COPPER	NS	HON-SYSTEM
	CENTERLINE	NTS	NOT TO SCALE
	DIRECT CURRENT	No.,	NUMBER
	DUAL ELEMENT	PC	PLIMBING CONTRACTOR
	DRAWING	RPV	REVOLUTIONS PER MINUTE
	ELECTRICAL CONTRACTOR	RMS	ROOT MEAN SOURCE VALUE
	ELECTRICAL MANHOLE	RCS	RGID STEEL CONDUIT
	ELECTRIC WATER COOLER	SF	SOUARE FOOT
	ELECTRIC METALLIC CONDUIT	SH	SOLID NEUTRAL
	FLEXIBLE LIQUID TIGHT METALLIC TUBING	ŠŤ	SHUT TRIP CIRCUIT BREAKER
	GENERAL CONTRACTOR	SWBD	SWITCHBOARD
	GROUND	TYP	TYPICAL
	GROUND FAULT CIRCUIT BREAKER	v.	VOLTS
	GROUND FAULT INTERRUPTING	ÝΑ	VOLT-AMPERE

BRANCH CIRCUIT AND FEEDER SYMBOLS

- Branch crout or feeder concealed unless otherwise noted. Branch crout diagonal lines notch miniber of conductors, ground wire(s) not noicated. Winhaum size conductor $\sharp 12$ and and 3/4 conduit, thus so otherwise otherwise noted
- INDICATES (3) \$1 ANG(PHASE), (1)\$1 ANG(NEUTRAL), (1) \$6 GROUND IN A 1-1/2" CONDUC
- HOMERUN TO PAMELBOARD 'P1' CIRCUIT NUMBER 1. DIAGONAL LINES INDICATE (1) PHASE AND (1) NEUTRAL CONDUCTOR. (1) GROUNDING CONDUCTOR UNDERSTOOD.
- HOWERUN TO PANELBOARD 'P1' CIRCUIT HUMBER 1 & 3, DIAGONAL LINES INDICATE (2) PHASE AND (2) NEUTRAL CONDUCTOR. (2) GROUNDING CONDUCTOR UNDERSTOOD.
- PP1-1,3,5 HOWERUN TO PAHELBOARD 'P1' CROUT HUMBER 1, 3 & 5. DIAGONAL LINES INDICATE (3) PHASE AND (3) NEUTRAL (3)20A/IP CONDUCTOR. (3) GROUNDING CONDUCTOR UNDERSTOOD.
- PPI=1,3,5 HOWERUN TO PAHELBOARD 'P1' CIRCUIT NUMBER 1, 3 & 5, DUGGNAL LINES INDICATE (3) PHASE AND (1) NEUTRAL 204/3P CONDUCTOR. (1) GROUNDING CONDUCTOR UNDERSTOOD.
- PPI-1,3.5 HOVERUN TO PAHELBOARD 'P1' CIRCUIT MANDER 1, 3 & 5. DIAGONAL LINES INDICATE (3) PHASE CONDUCTORS. 204/3P HEUIRAL CONDUCTOR NOT REDURED. (1) GROUNDING CONDUCTOR UNDERSTOOD.

SWITCHING SYMBOLS

- SINGLE POLE SWITCH, RATED 20A, 120/277V, MOURTING HEIGHT 48" TO CENTERLINE OF TOGGLE SWITCH IN "ON" POSITION, "a" DENOTES FIXTURE SWITCH CONTROL
- THREE WAY SMITCH, RATED 204, 120/277V, MOUNTING HEIGHT 48" TO CENTERLINE OF TOGGLE SMITCH IN "ON" POSITION, "o" DENOTES FIXTURE SMITCH CONTROL
- MANUAL MOTOR STATTER, RATED 20A, 250V, COORDINATE MOUNTING HEIGHT IN FIELD, MOUNTING HEIGHT SHALL NOT EXCEED 6"-7" AFF

LIGHTING FIXTURE SYMBOLS

- LED LIGHTING FIXTURE, CELLING/SURFACE/RECESSED/PENDANT OR WALL MOUNTED. "A" DENOTES LIGHTING FIXTURE TYPE (SEE FIXTURE SCHEDULE), "2" DENOTES CIRCUIT NUMBER, "0" DENOTES SMITCH CONTROL
- COMPACT LED LIGHT FIXTURE, COLLING/SURFACE/RECESSED OR PENDANT MOUNTED. "B" DENOTES LIGHTING FIXTURE TYPE, "4" DENOTES CIRCUIT NUMBER, "b" DENOTES SWITCH CONTROL ď
- Œ ENERGENCY BATTERY UNIT WITH TWO (2) HEADS
- EXIT SIGN, SHADED REGION INDICATES FACE

EXISTING EQUIPMENT DESIGNATIONS

- EXISTING TO BE REMOVED. REMOVE ALL ASSOCIATED CONDUIT AND CONDUCTORS.
- ISTING EQUIPMENT TO BE REPLACED WITH NEW. CONNECT NEW EQUIPMENT TO EXISTING CIRCUIT
- ING EQUIPMENT TO BE RELOCATED. JUNCTION AND EXTEND EXISTING CONDUCT AND CONDUCTORS

OCCUPANCY SENSORS

- WALL MOUNTED OCCUPANCY SENSOR, 1807, 300SF COVERAGE (20°W x 25°L), PHILIPS LIGHTING CONTROLS No. ITSZU-COVOR OR EQUIA
- CELING MOUNTED OCCUPANCY SENSOR, 380° TWO-SDED, 1950SF COVERAGE (50° DAWETER), PHILPS LIGHTIKK CONTROLS NO. ITSCS (FOR PARTIAL COVERAGE APPLICATIONS, A PROVIDED MASK CAN BE TRIUMED TO ADJUST COVERAGE OR EQUIL.
 - COMERAGE DIADESCAIS APPLY TO DEVACE BOING CENTERED. ACTUAL COMPRACE'S CAN WARY ON THE SWAPE AND USE OF APPULABLE SPACE. COMPRACE WAY BE REDUCED IF DEVACE IS MODIFIED GREATER THAN 12 FEET HIGH. SENSORS REQUIRE REMLY PACKS, PHILIPS LIGHTING CONTROLS NO. ITSRP111 (SINGLE CROUNT), ITSRP2 (TWO CROUNT) OR ITSRP4 (FOUR CROUNT).

RECEPTACLES AND OUTLETS

- DUPLEX CONVENENCE RECEPTACLE OUTLET, GROWNDENG TYPE, RATED 20A, 125Y TYPE. "5" DENOTES CIRCUIT HUMBER, MOUNTING HEIGHT 18" TO CENTERINE AFF
- GROUND FAULT INTERRUPTING OUTLET, RATED 20A, 125V RECEPTACLE, MOUNTING HEIGHT 18" TO CENTERLINE AFF
- CONVENIENCE OUTLET, MOUNTRIG HEIGHT 42" TO CENTERLINE AFF OR 6" ABOVE COUNTER TO
- UND FAULT DUPLEX RECEPTACLE, MOUNTING HEIGHT 42" TO CENTERLINE AFF OR MOUNTED 6" ABOVE COUNTER TO DOUBLE DUPLEX GROUND FAULT OUTLET, WOUNTING HEIGHT 42" TO CENTERLINE AFF OR 6" ABOVE COUNTER TOP
- DUPLEX CONVENIENCE RECEPTACLE DUTLET FOR INCROWAVE, TV, ETC., COORDINATE MOUNTING HEIGHT WITH ARCHITECT
- DOUBLE DUPLEX CONVENIENCE OUTLET, MOUNTING HEIGHT 18" TO CENTERLINE AFF
- CABLE TELEVISION CONNECTION, FLUSH MOUNTING 18" TO CENTERLINE AFF WITH 1 GANG BACK BOX & COVER PLATE WITH 15 CONNECTION
- TELEPHONE/COMPUTER OR DATA OUTLET (R.45), FLUSH MOUNTING 18" TO CENTERLINE AFF WITH SINGLE GANG BACK BOX AND COMPR PLATE

MOTOR AND CONTROLS

(3) MOTOR, MUNICIPAL INDICATES HORSEPOWE



disconnect snitch, fused type, rated 30A, 20A fuse, 3 pole in newa type "1" enclosure, unless otherwise hoted

PANELBOARD AND TERMINAL CABINET

120/208YOLT LIGHTING OR POWER PAREL, SURFACE MOUNTED

277/480VOLT DISTRIBUTION PANEL, SURFACE MOUNTED TELEPHONE TERMINAL 4'x8' 3/4" PLYWOOD BACKBOARD, PAINTED BLACK

MISCELLANEOUS

MECHANICAL EQUIPMENT TAG, REFER TO MECHANICAL SCHEDULE



ANALOGUE STUDIO

Tous Les Jours

Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
	· · · · · · · · · · · · · · · · · · ·	
	LANDLORD COMMENTS	04/16/201
	CONSTRUCTION DOCUMENTS	04/01/201

ELECTRICAL LEGENDS AND SPECIFICATIONS

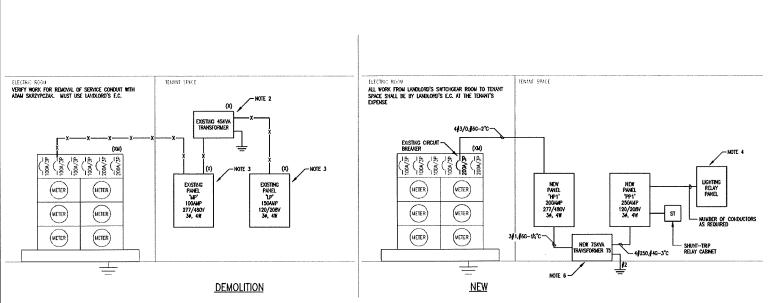
SCALE: NTS DATE: 04/01/2019 DRAWN BY: CHECKED BY:



ELECTRICAL SERVICE & FIRE ALARM: BRIAN SULLIVAN UNIVERSAL AUTOMATION & MECH. SERVICES 841 WORCESTER RD. #512 NATICK, WA 01760 PH: 508-660-6000 PH: 508-660-6000 CELL: 508-837-0571 EMAIL: BRANI SULLIVA DON BREBNER TECTA AMERICAN ROOFING PH: 978-436-9990

all work and material shall be in accordance with the landlord's $NATICK \quad MALL$ TENANT CRITERIA MANUAL

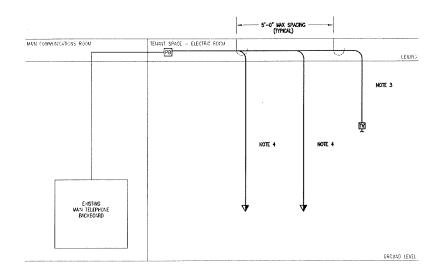
ALL CONTRACTORS SWLL GRIM A COPY FROM THE LANGLORD'S THEMAT COORDINATION OR WALL OPERATIONS WAVECES AND RECOME FAMILIAR WITH THE REQUIREMENTS CONFLICT WITH COORS OR ORBINANCES, THE STRICTEST MITERPRETATION SHALL APPLY.



PARTIAL POWER RISER DIAGRAM

- ELECTRICAL CONTRACTOR SHALL GROUND IN ACCORDANCE WITH NEC ARTICLE 250 AS AMENDED BY WASSACHUSETTS ELECTRICAL CODE.

- 4. SHUNT TRIP RELAY CABINET, ELECTRICAL CONTRACTOR SHALL REFER TO DETAIL NO. 1 ON DRAWING ED.5 FOR DETAILS.
- ELECTRICAL CONTRACTOR SHALL PROVIDE LITE PAK 2 RELAY CONTROL PANEL DLP2-16R-FAL REFER TO RELAY ZONE SCHEDULE (THIS SHEET). EC. SHALL COORDINATE ALL REQUIREMENTS WITH MANUFACTUREN PROOR TO PURCHASE.
- 6. ELECTRICAL CONTRACTOR SHALL PROVIDE FLOOR MOUNTED TRANSFORMER PER LANDLORD REQUIREMENTS.



PARTIAL COMMUNICATIONS RISER DIAGRAM

- ELECTRICAL CONTRACTOR SHALL MAKE ALL TERMINATIONS (UNLESS NOTED OTHERWISE) AND TEST ALL CABLES IN ACCORDANCE WITH EA AND TA STANDARDS, PROMDE REPORT.
- ALL CABLES SHALL BE CLEARLY LABELED AT BOTH ENDS WITH DESCRIPTION OF DEVICE. A 6' SERVICE LOOP SHOULD BE LEFT AT THE TELEPHONE BACKBOARD END AND DESTINATION END.
- 4. PROVIDE (2) R.M. JUCKS AND COVER PLATE. TERMINATE (2) CATE CARLES FROM EACH R.M.S. JUCK IN DEVICE TO TELEPHONE BACKBOARD, REFER TO DRAWINGS FOR QUANTITIES.

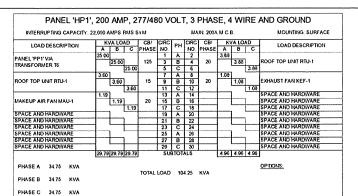
LIGHTING	RELAY ZONE	SCHEDULE
ZONE	CIRCUIT NUMBER	SWITCH
·	PP1-13	q
2	PP1-13	ь
3	PP1-13	c
4	PP1-13	d
5	PP1-15	e
6	PP1-15	f
7	PP1-17	g
8	PP1-17	h
•	PP1-57	j
10	SPARE	
11	SPARE	
12	SPARE	
13	SPARE	
14	SPARE	
15	SPARE	
16	SPARE	

LIGHTING	RELAY ZONE SO	CHEDULE
ZONE	CIRCUIT NUMBER	SWITCH
	PP1-13	a
	PP1-13	ь
	PP1-13	c
	PP1-13	d
	PP1-15	e
	PP1-15	f
	PP1-17	9
	PP1-17	h
	PP1-57	j
	SPARE	
i	SPARE	

				LIGHT SOURCE				
FIXTURE TYPE	DESCRIPTION	MANUFACTURER AND CATALOG MUNISER	Ho.	WATTAGE	TYPE	VOLTAG		
KA	4" recessed adjustable led downlocht	LITON LIGHTING # LHAUD4_LRA471-3275	1	9	ம	120		
KB	4" RECESSED LED DOWNLIGHT	UTON LICHTING U-99 (HOUSING) LPM99388 (TRIM)	1	9	LED	120		
CL3	BRASS LED PENDANT, GLASS CRYSTAL LENS	RESTORATION HARDWARE # DAYENPORT PENDANT (BRASS)	1	4	LED	120		
CL2	adjustable, Brass, Flush Mount Pendant	RESTORATION HARDWARE # CHAMPEAUX ADJUSTABLE FLUSHMOUNT (BRASS)	1	40	CU10	120		
KF	DECORATIVE LED TRACK LICHTING	LITHONIA LICHTING # LTIKSPLT-LED-27K-ORB	3	8.6	ഥ	120		
KI	2'X4' RECESSED LED, PRISWATIC LENS	LITHOHIA LIGHTING # 2TL4-40L-FW-A12-GZ1-LP840	1	32	LED	120		
CL1	TWELVE-LIGHT, CLEAR CLASS CHANDELIER	RESTORATION HARDWARE # BISTRO GLOBE CLEAR (12-LIGHT)	12	40	£12	120		
EM	WALL MOUNTED EMERGENCY BATTERY UNIT WITH TWO (2) HEADS	Extranx ₽ NFT-W-G2	2	2.7	ம	120		
EB	WALL MOUNTED HIGH OUTPUT EMERGENCY BATTERY UNIT WITH TWO (2) HEADS	EXTRONX # NFT-HO-W-G2	2	5.4	LED	120		
8	SINGLE FACE EDGELIT EXIT SIGN, REFER TO FLOOR PLANS FOR DIRECTIONAL ARROWS AND MOUNTING TYPES (WALL/CELLING)	EXTRONIX # S902-WB-SR-RC-BA	1	4	LED	120		
(DOUBLE FACE EDGELIT EXIT SIGN, REFER TO FLOOR PLANS FOR DIRECTIONAL ARROWS AND MOUNTING TYPES (WALL/CELLING)	EXTRONX # S903-WB-SR-RW-BA	1	4	LED	120		

LICHTING FIXTURE NOTES:

- 1. ALL RECESSED FOCURE TRIMS TO BE PAINTED TO WATCH CEILING.
- 2. PROVIDE A COMPLETE AND OPERABLE SYSTEM INCLUDING ALL NECESSARY MOUNTING HARDWARE, POWER FEEDS, WRING CONNECTIONS, DRIVERS, AND CONTROL INTERFACES.
- ELECTRICAL CONTRACTOR SHALL PROVIDE DAILWELE LED REPLACEMENT LAWPS, LEDGEZGP2030KFL, AS INDICATED ON THE LIGHTING FIXTURE SCHEDULE. ** ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY COMPONENTS FOR A COMPLETE AND OPERATIONAL TRACK SYSTEM.



	PANEL 'PP1',	250	ΑM	P, 1	20/20	8 V	OL1	r, 3 I	PHAS	E, 4	WI	RE.	AND GROUND
INTERRUP	TING CAPACITY: 22.00						м		50A M.C				MOUNTING: SURFACE
	DESCRIPTION	A	/A LO	AD C	PHASE	CIRC NO.	РН		CB/ PHASE	A	A LO	C	LOAD DESCRIPTION
RECEPTACE		0.90		•	20	1	A	2	20	0.72	İΠ		RECEPTACLE - TV
RECEPTACE	LE - TO/LET ROOM	T	0.36	1	20	3	В	4			8.41	1	
RECEPTACE	LE - OFFICE	7		0.54	20	5	С	6	90	1		8.41	ITEM K-1 - FRESH DECK OVEN
RECEPTACI	LE - KITCHEN	0.54	1		20	7	Ā	8		8.41	i '		ĺ
	E - KITCHEN	10.00	0.36	ī	20	9	В	10	_	0.71	3.60	1	
P.O.S.	T - MICHELL	-	0.50	0.36	20	11	č	12	40		13.00	3 50	ITEM K-2 - FRESH DECK OVEN
				0.30					-		,	3.00	INEM K-Z - FREGIT DECK OVER
LIGHTING - 0		0.49	L.,		20	13	A	14		3,60			
UGHTING - 0			1.11		20	15	В	16	25		2.68		TITEM K-3 - DOUGH CONDITIONER
LIGHTING - I		1		0.44	20	17	С	18				2.08	
HAND DRYE	R	1.00	1		15	19	A	20	25	2.08	1	_	ITEM K-3 - DOUGH CONDITIONER
HAND DRYE	R	1	1,00	1	15	21	В	22	23		2.08	1	THEM N-3 - DOUGH CONMINING
EXHAUST F	ANEF-1	4		0.18	20	23	ō	24		1		1.04	
FIRE ALARIA		0.10	1	0.10	20	25	Ä	26	15	1.04	i '		ITEM K-4 - MULTI-SUCER
WALKING		10.10	0.60	1	20	27	B	28	_	1.54	1.04	1	
EVAPORATI		4	Lv.60	0.00	20	29		30	15	1	1.04	1.04	ITEM K-5 - MOULDER
EVAPORATI	URLUNIL	 		0.19	20		C					1.04	TELL V A LINED
COMPRESS	OR	0.75			20	31	Α	32	15	1.20			ITEM K-8 - MIXER
			0.75	i		33	В	34	15	1	0.84	1	ITEM K-9 - STAND MIXER
WALKINFR	EEZER	1	•	0.60	20	35	C	36	15	1		1.19	ITEM K-10 - UNDERCOUNTER RE
EVAPORATI	OR COIL	0.19	1		20	37	À	38	15	1.19	1 '		ITEM K-10 - UNDERCOUNTER RE
		+	0.75	ł		39	В	40	15		1.03	1	ITEM K-12 - CAKE SHOWCASE
COMPRESS	OR	1	1.0.70	0.75	20	41	č	42	15	1	1.44	103	ITEM K-12 - CAKE SHOWCASE
		3.84	1	0.70	 	43	Ä	44	15	1.86	۱ ۱		ITEM K-13 - SAND SHOWCASE
ITEM K-20 -	COFFEE BREWER	3.04		1	50	45	F B	46		1.00	2.50	1	MEM K-14 - KE MAKER
	BREWER GRINDER	4	3 84	<u> </u>				40	15	1	1.60		
		1		0.68	15	47	С		15	L	.	0.79	ITEM K-15 - UNDERCOUNTER RE
	MICROWAVE	1.80			15	49	Α	50	15	0.79			ITEM K-15 - UNDERCOUNTER RE
ITEM K-23 -	FREEZER		1.26	ļ	15	51	В	52	15	1	0.72	ŀ	ITEM K-16 - UNDERCOUNTER FR
WATER HEA	ATER HWH-1	7		0.50	20	53	C	54	15	1		1.56	ITEM K-17 - BAR BLENDER
CIRCULATIO	N PUMP HWCP-1	1.18	l		20	55	A	56	15	1.56	1 '		ITEM K-17 - BAR BLENDER
ALLIMINATE	D SIGNAGE	1	1.40	1	20	57	В	58	15		0.46	1	ITEM K-18 - KE SHAVER
RECEPTACE	F - FLOOR	-		1.08	20	59	č	FO	20	ı		1 80	ITEM K-19 - COFFEE MACHINE
SPARE		+	1	1.00		61	Ä	62		-	i '	1100	SPARE
SPARE		-		,		63	6	64			—	ı	SPARE
		4	L							l	\vdash	_	
SPARE				L		65	С	66				<u> </u>	SPARE
SPARE		1	<u> </u>			67	A	8				_	SPARE
SPACE AND	HARDWARE	1		l		69	В	70			1		SPACE AND HARDWARE
SPACE AND	HARDWARE	7				71	C	72		1			SPACE AND HARDWARE
SPACE AND	HARDWARE		1			73	A	74			i '		SPACE AND HARDWARE
	HARDWARE	 		1		75	A	76			1	1	SPACE AND HARDWARE
	HARDWARE	┨	L	 		77	č	78		1			SPACE AND HARDWARE
	HARDWARE		1	L		79	Ä	80		-	, '		SPACE AND HARDWARE
		 		,							-		SPACE AND HARDWARE
	HARDWARE	4	L	<u> </u>		81	B	82		Į			
SPACE AND	HARDWARE					83	C	84					SPACE AND HARDWARE
		10.79	11.43	5.32	1	SU	TOTE	ALS		22.45	22.0€	22.54	
PHASE A	33 24 KVA						CON	4 KVA	CALC	KVA			OPTIONS:
			LIGHT	ΠNG				44	4.3		125	5%	
PHASE B	33.49 KVA			PTAC	ES			86	4.8		50%		
. MOL B	00.70 NYA							96	3.9		100		
	07.07			PMEN									
PHASE C	27.86 KVA		KIIC	TON E	DUPME	41		.33	53.5		65	7%	
							94	.59	66.6	54			
				_									
ELECTRICAL	CONTRACTOR SHALL	L PRO	/IDE I	N-UNE	SHUNT	TRIP I	RELA	YNR	ELAY C	ABINE	T		





ANALOGUE STUDIO

BLW)

BLW Engineers, Inc. 311 Great Road, Post Office Box 1551 Littleton, Massachusetts 01460 t: 978.486.4301 f: 978.428.0067

www.blwengineers.com BLW # 19037 RNC * Dectrical * Planting * Fire Protection

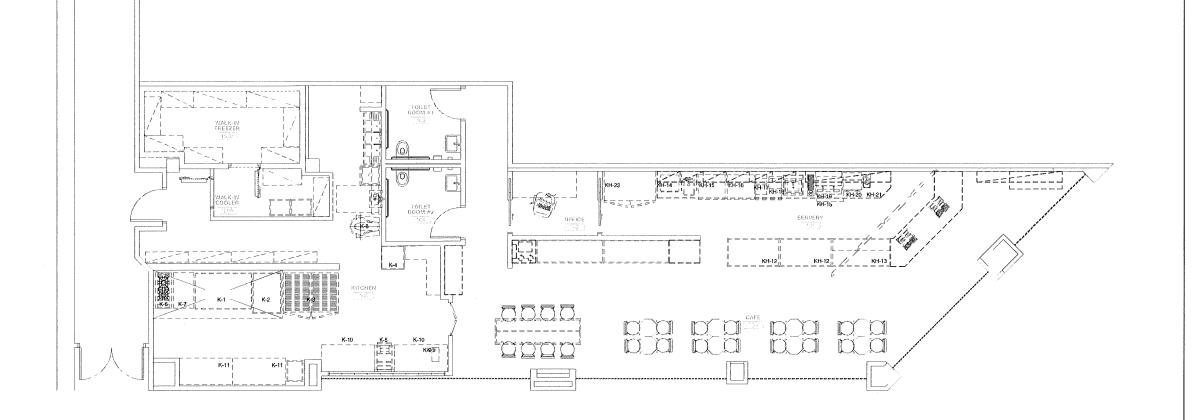
Tous Les Jours

Natick Mall - Space #2094 / Level 2 1245 Worcester St. Natick, MA 01760

DELTA	DESCRIPTION	DATE
-		
_		
-	LANDLORD COMMENTS	04/16/201
	CONSTRUCTION DOCUMENTS	04/16/201 04/01/201

ELECTRICAL SCHEDULES AND RISER DIAGRAMS

SCALE: NTS DATE: 04/01/2019 DRAWN BY: CHECKED BY:



ELECTRICAL - First Floor Power Plan
SCALE: 1/4"=1"-0"

KTICHEN EQUIPMENT NOTES:

- ELECTRICAL CONTRACTOR SHALL MAKE ALL ROUGH-INS AND MAKE ALL FINAL CONNECTIONS TO EQUIPMENT, E.C. SHALL FURNISH ALL TRAY, ACCESSORIES, DISCONNECTS, CONTRACTORS, SMITCHES, RELAYS, ETC., AS REQUIRED.
- ALL CONVENIENCE RECEPTACIES SHALL BE MOUNTED HORIZONTALLY, LOCATIONS SHALL BE RIELD VERNIED PROOF TO ROUGH-IN, AND ELECTRICAL MATERIALS SHALL BE PROVIDED AND SUPPLIED BY ELECTRICAL CONTRACTOR.
- 3. ALL WIRING AND CONDUIT SHALL BE CONCEALED.
- 4. ELECTRICAL CONTRACTOR SHALL INTERVINE VENTILATOR WAPORPROOF LIGHTS, PROVIDE ALL INTERVIEWS OF FREE PROTECTION SYSTEM AND INTOHEN HOODS, PROVIDE SHAMF-TIRE TO TURN OF ALL POWERT TO LEETHICAL COOKING EQUIPMENT IN THE EVENT OF A FIRE, PROVIDE FAN INTERLOCK AND SUPPLY LIGHT TURES/BULBS TO VENTILATION.
- ELECTRICAL CONTRACTOR SHALL MAKE ALLOWANCES FOR ANY APPLIED FINISH
 ADHERED TO CONNECTIONS FROM ALL HOODS TO EXHAUST SYSTEMS.
- ELECTRICAL CONTRACTOR SHALL VERBY ALL REQUIREMENTS AND CONNECTIONS FOR DWINER AND VENDOR SUPPLIED EQUIPMENTS WITH OWNER.
- ELECTRICAL CONTRACTOR SHALL ACCOMPODATE ALL PREVAILING LOCAL ELECTRICAL CODES, AS REQUIRED.
- REFER TO KITCHEN EQUIPMENT ROUGH—IN DRAWINGS FOR EXACT MOUNTING LOCATIONS, HEIGHTS, ETC. OF DEVICES.
- COORDINATE EXACT NEWA CONFIGURATION WITH KITCHEN EQUIPMENT SUPPLIER CONTRACTOR PRIOR TO FINAL INSTALLATION.
- 10. PROVIDE MONOUAL DEVICE, CROUT, ETC. FOR EACH ITEM LISTED IN QUANTITY COLUMN OF SCHEDULE.
- WEATHER SHALL BE LIQUIDTICHT.
- CONTRACTOR SHALL PROMDE DISCONNECT SMTCHES IN ACCORDANCE WITH ALL APPLICABLE LOCAL CODES. ALL DISCONNECT SMTCHES IN DISHMASHING AND COOKING AREAS SHALL BE HEMA TYPE 3R AND WALL MOUNTED TO AVOID THE
- ALL KITCHEN OUTLETS INCLUDING EQUIPMENT SHALL BE GFCI PROTECTED IN ACCORDANCE WITH NEC 210.8(8)(2).
- , CONTRACTOR SHALL VERIFY ALL PURCHASED KITCHEN EQUIPMENT AND NOTIFY ARCHITECT/ENGINEER OF ANY CHANGES OR DISCREPANCIES.
- ELECTRICAL CONTRACTOR SHALL VERIFY CONNECTION TYPE AND ALL ELECTRICAL. REQUIREMENTS WITH DWINER PRIOR TO ROUGH III.
- EQUIPMENT SCHEDULES AND LOCATIONS SHOWN ON PLANS ARE SUBJECT TO BUILDING DEPT. AND LANDLORD APPROVAL.



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	LANDLORD COMMENTS	04/16/201 04/01/201
	CONSTRUCTION DOCUMENTS	04/01/2019

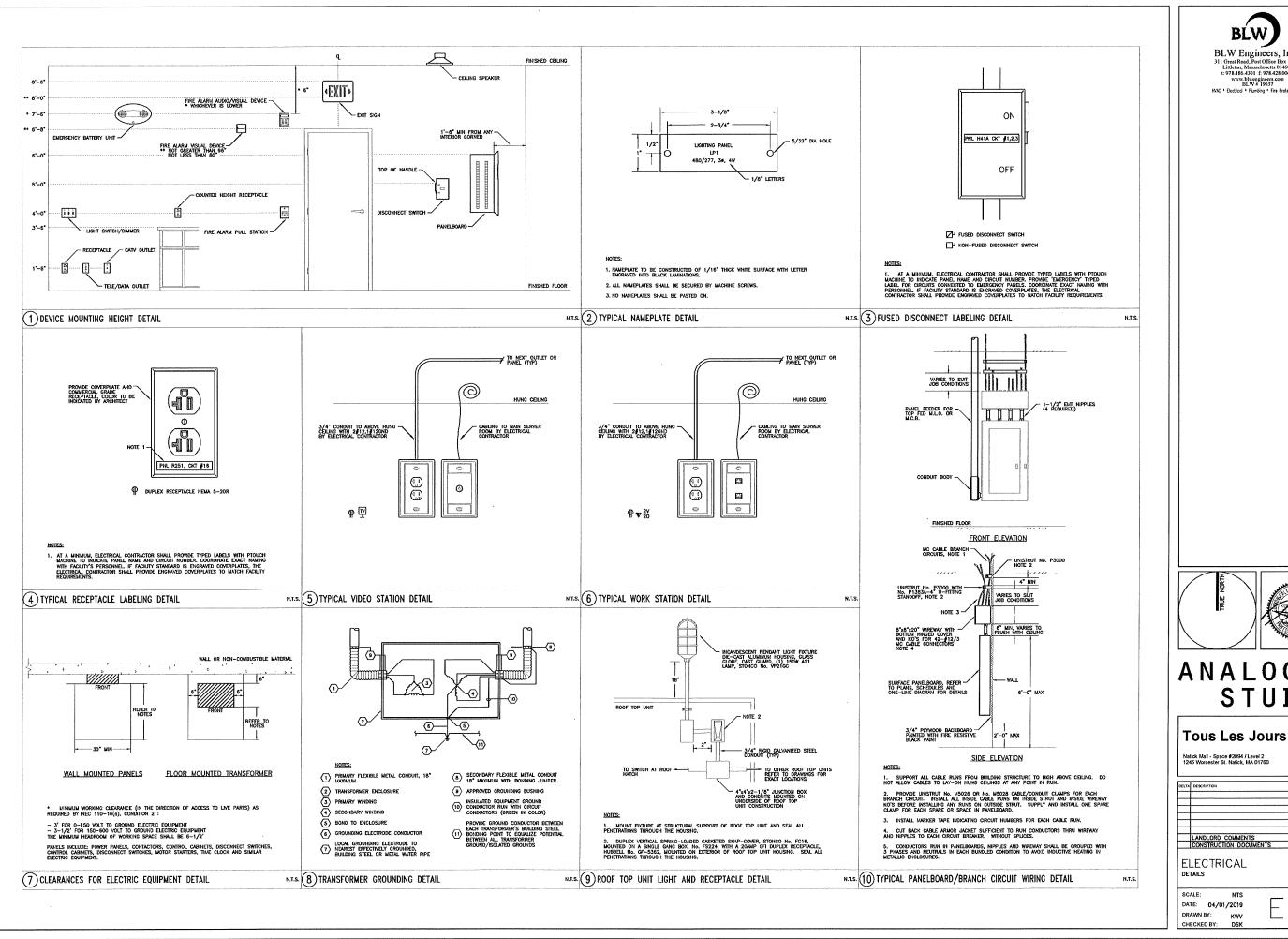
ELECTRICAL KITCHEN PLAN

SCALE: NTS

DATE: 04/01/2019

DRAWN BY: KWV

CHECKED BY: DSK



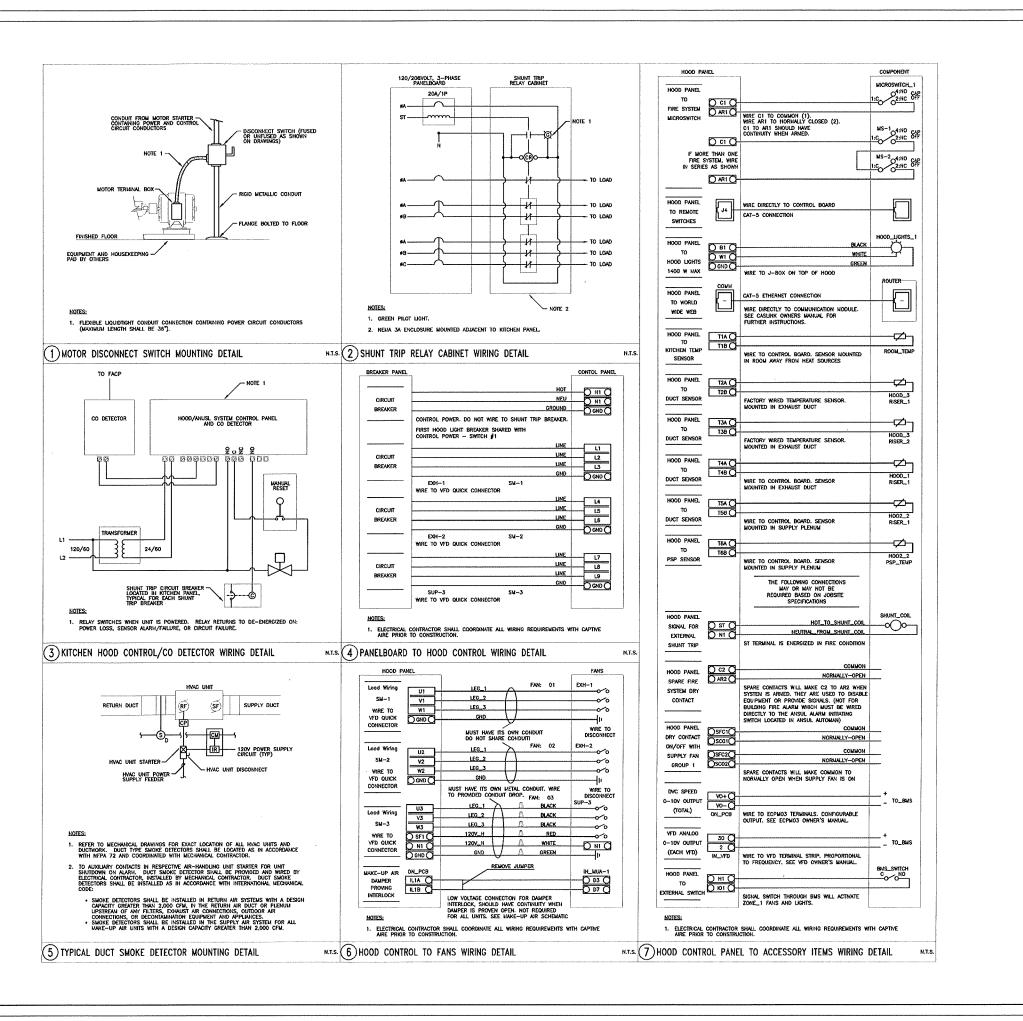
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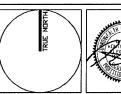
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	CONSTRUCTION DOCUMENTS	04/16/20





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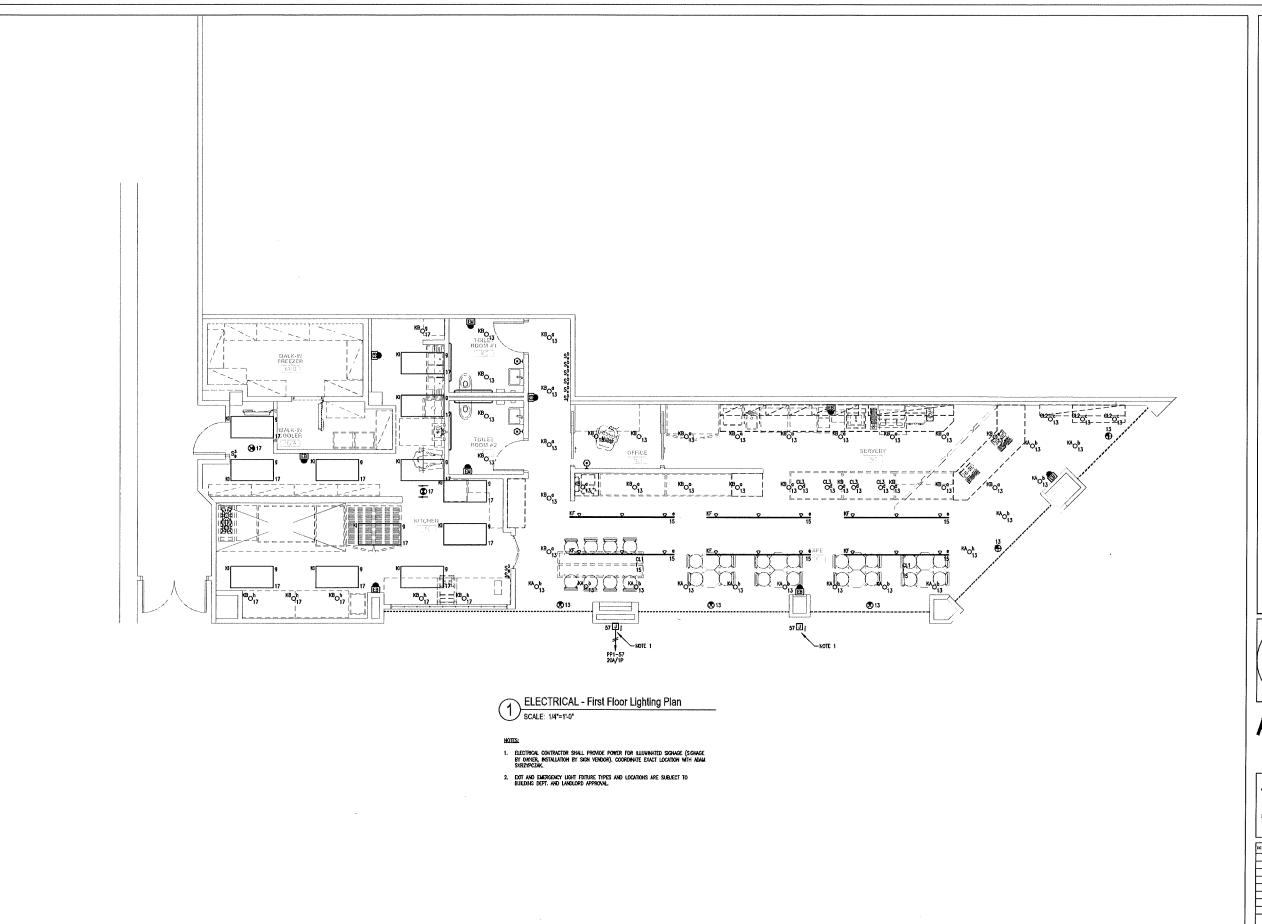
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	CONSTRUCTION DOCUMENTS	04/01/2019

ELECTRICAL DETAILS

SCALE: NTS
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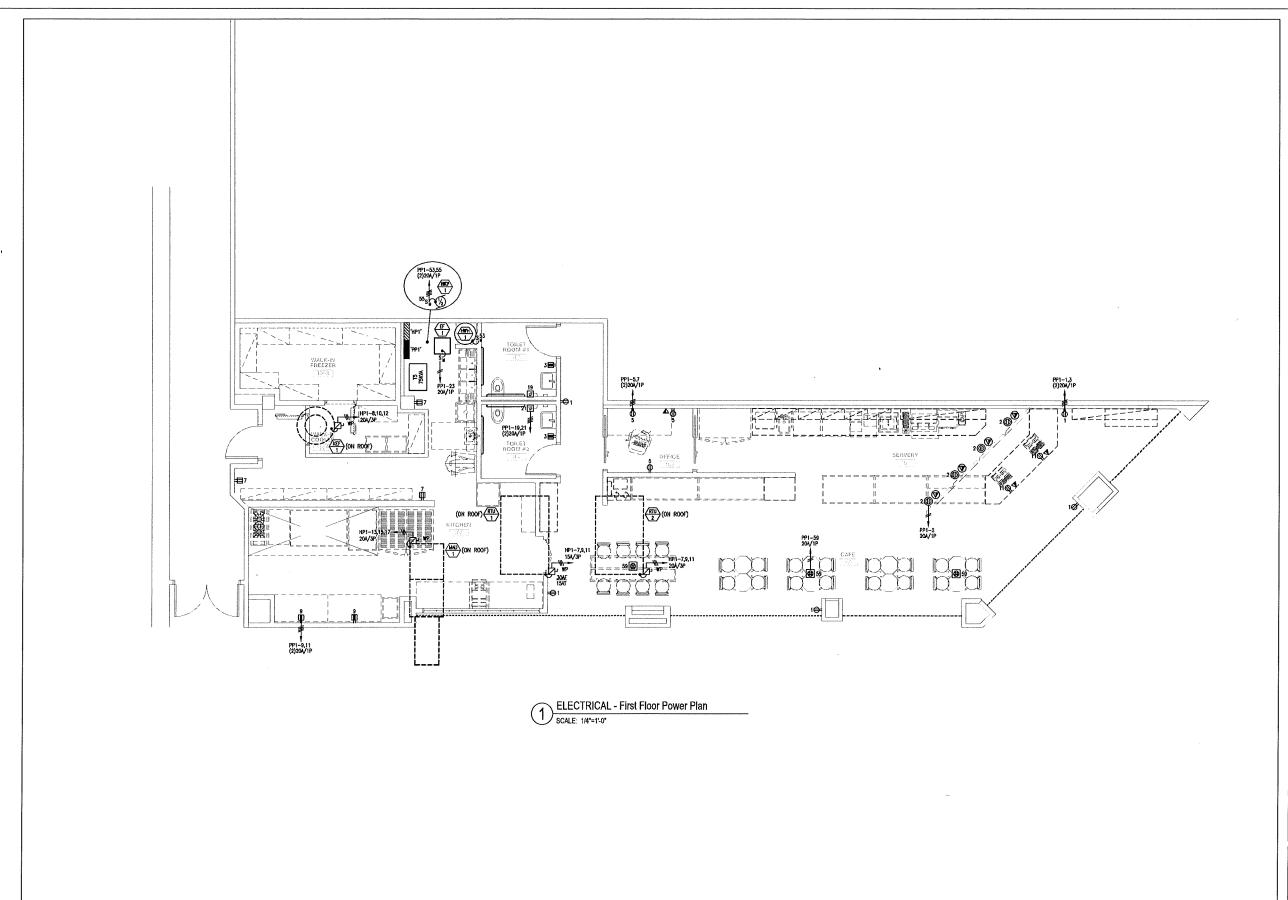
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ELECTRICAL

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	CONSTRUCTION DOCUMENTS	04/01/2019

ELECTRICAL POWER PLAN

SCALE: NTS
DATE: 04/01/2019
DRAWN BY: KWV
CHECKED BY: DSK

FIRE ALARM NOTES

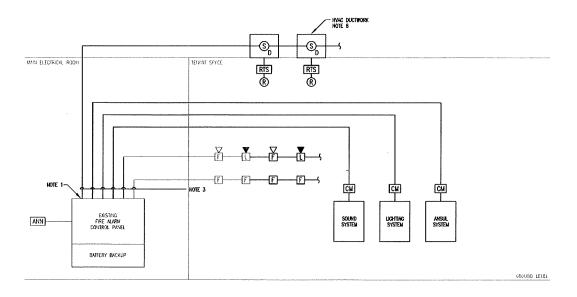
- THE FIRE ALARM SYSTEM IS EXISTING, MANUFACTURED BY FIRE-LITE. THE FIRE ALARM CONTROL PANEL IS AN
 ADDRESSABLE PANEL, LOCATED THE MAIN ELECTRICAL ROOM ON THE FIRST FLOOR.
- 2. ALL FIRE ALARM VISUAL DEVICES SHALL BE SYNCHRONIZED.
- 3. ALL WIRING METHODS SHALL BE AS APPROVED BY THE WIRING INSPECTOR AND THE BOSTON FIRE DEPARTMENT.
- 5. ALL WINING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NEPA 72 SERIES PAMPHLETS, AND ALL STATE AND LOCAL CODES.
- CONTRACTOR SHALL PROVIDE CENERAL INFORMATION, BUILDING INFORMATION, APPROVED SHOP DRAINING, ONE—LINE DAGRALS, ADDRESS LIST, BUTTERY CALCULATIONS, VOLTAGE DROP CALCULATIONS AS PER THE BOSTON FIRE DEPARTMENT FIRE ALMS DIRENTIAL CENCLAST.
- 7. THE ELECTROAL CONTRACTOR MUST OFFIAN AN ELECTROAL PERMIT FROM THE LYMMFELD BUILDING DEPARTMENT AND A PERMIT FROM THE UNIVERLED FIRE DEPARTMENT PROR TO COMMENCIALING TO EQUIPMENT INSTILLATION. A FLOOR PLAN SHOWNIC ALL ARKIL DEVICES, PARELS AND ONE-LINE WARNS DIAGRAW WILL BE REQUIRED TO BE SUBMITTED BEFORE THE RAC DEPARTMENT ISSUES A PERMIT.
- 8. INSTALLATION OF EQUIPMENT SHALL BE IN ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- All fre alarm equipment, installation and operation shall be in conformance with the lynnfield fre department installation requirements and system installation guidelines.
- 10. ALL EQUIPMENT SHOWN ON DRAWINGS IS DIAGRAMMATIC.
- The Fire Marku System shop drawnes shall be revened and approved by both the discrete and the boston fire departisht. The shop drawnes bust be sened off by the fire departisht and discrete program operang and installation of experient.
- All JOHTS AND CONNECTIONS SHALL BE IN JUNCTION BOXES. ALL CONNECTIONS NOT ON APPROVED TERMINAL STRPS SHALL BE SOLDERED AND TAPED. ALL JUNCTION BOXES SHALL BE PAINTED RED.
- 13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THAT ALL CONNECTING WIRRIG MARTAN ELECTRICAL INTEGRITY, WITH NO OPPO CROUNTS, GROUNDS, LEWAGE OR OTHER FAULTS. F FAULTS DEVELOP AFTER INSTALLATION, CORRECTION MUST BE UNDER 8TH DEVELOPMENT OF A PEROD OF ONE VERY AFTER THE DUTE OF PIAUL COMPLETION.
- 14. ALL EQUIPMENT SHALL BE WADE AVAILABLE FOR TEST AND INSPECTION WHEN REQUIRED BY THE FIRE DEPARTMENT.
- 15. ALL EQUIPMENT USED SIMIL BE OF A TYPE APPROVED BY THE FIRE CHIEF THROUGH THE ALARM SUPERINTENDENT AND THE FIRE PREVENTION OFFICER.
- ALL SYSTEMS SHALL BE DC, SUPERVISED, BATTERY STANDBY FRE ALARM SYSTEM. A SEPARATE AC CIRCUIT MUST BE PROMDED FOR THE FIRE ALARM SYSTEM. STANDBY BATTERES AND THE CHARGING SYSTEM SHALL BE SUPERVISED.
- 17. THE BATTERES USED WITH THE FIRE ALARM CONTROL PANEL SHALL BE CAPABLE OF OPERATING THE PANEL FOR INSULY-FOUR (24) HOURS WITH A FIX (5) MANUTE BIRK-FOWN AT THE END OF THE INSULY-FOUR (24) HOUR PERSON. OF INSULTATION LISED TO DETERMINE BATTERY CAPACITY SHALL BE PRESENTED TO THE FIRE DEPARTMENT AT THE TIME OF INSULTATION. PROVIDE BATTERY CALCULATIONS WITH SHOP BRUNNES.
- Upon activation of any fire alarm device, the control panel shall sound the evacuation signals, flash the evacuation lights, noticate the zone of activation at the panel and trip the rudo master box.
- 19. THE VISUAL INDICATORS OF THE EVACUATION SIGNALS MUST STAY ILLUMINATED UNTIL THE SYSTEM IS RESET.
- Yerfy any demoution work, and any new work, required by the landlord that is not shown on plans with adal skrzypczak, landloro's operation lanager, proor to bid.
- 21. VERFY ANY WORK REQUIRED TO PROTECT LANDLORD AND TRIANT FRE ALARW/LIFE SYFTY SYSTEM WRING AND DEVICES, SPRINKLER FPRING, DICHTRORK, PLUMEING, COMMINICATION SYSTEM WRING, ETC. DURING DEKATION AND NEW CONSTRUCTION WITH DAMA SKERZYCEZAK AND THE TRUMPT'S ARCHITED PROOR TO BOSTORT OF WORKS.
- 22. VERIT TRE ALMULUS SYSTEM REQUIREMENTS WITH THE TEMMI'S ARCHITECT AND ADMI SKRZIPCZAK PROR TO BD ALL DISTING MALDG SYSTEMS IMEST BE UNERPLOD TO DOTAL. MUST USE LANGUARD'S FIRE ALMU CONTRACTOR IMPRESSAL ADMINION A MECHANICAL SERVICES BRAN SILINAN PH. 508-600-6000

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 AUTOMATION & DESTINING DEVICES, WIRMS ETC. IS SUBJECT TO APPROVAL BY THE FIRE DEPT. AND UNMERSAL MUTOMATION & DEWINANCE, VERY IF ANY SKRYGE/MAINTENINCE WORK IS REQUIRED PROR TO BD. ALL FIRE ALARM SYSTEM WIRMS SHALL BE RISTALLED IN "RED" EMT COMDUIT AND UMBLED "FIRE ALARM"
- PROVIDE REMOTE STATION FOR DUCT SMOKE DETECTOR AT LOCATION DESIGNATED BY THE FIRE DEPT. VERIFY TEST STATION TYPE AND LOCATION WITH THE FIRE DEPT.
- 24. VERFY IF REQUIRED TO MUTE TEMATI'S MUSIC/STERED SISTEM WHEN FIRE ALARM SISTEM IS ACTIVATED WITH LANDLORG'S FIRE ALARM SISTEM CONTRACTOR AND THE TEMATI'S ARCHITECT PROOR TO BD.
- ALL WATERIALS AND WORK IN A CEUING RETURN AR PLEMAN SHALL BE "PLEMAN RATED/APPROVED" AS PER BUILDING DEPT, REQUIREMENTS. YERFY REQUIREMENTS WITH THE TENNAT'S ARCHITECT AND THE BUILDING DEPT, PROR TO BD/START OF WORK.
- 26. THE LWOLDRO'S OPERATIONS MAYAGER SHALL HAVE THE AUTHORITY TO MAKE ON-SITE DECISIONS AND RIELD CHANGES IN ACCORNANCE WITH THE LANDLORD'S TOWART DESIGN ORTERA, AND MY SPECIFIC MULL OPERATION NEEDS/REQUIREMENTS NOT MOTED ON PLANS.

FIRE ALARM SYSTEM

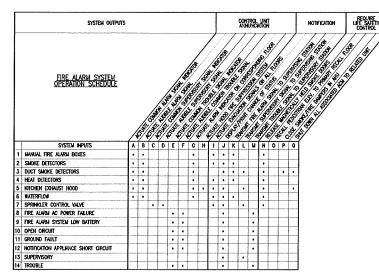
- EN 15 AUDIBLE/NSUAL DEVICE, TOP OF DEVICE MOUNTED NOT LESS THAN 90" AFF AND NOT LESS THAN 6" BELOW FINISHED
- VISUAL DEVICE, ENTIRE LENS MOUNTED NOT LESS THAN 80" AFF AND NOT MORE THAN 96" AFF
- MANUAL PULL STATION, MOUNTING HEIGHT 48" TO CENTERLINE AFF
- HEAT DETECTOR, 135' RATE-OF-RISE TYPE
- FIRE ALARM MODULE CONTROL MODULE
- FIRE ALARM MONITOR MODULE
- FIRE ALARM TERMINAL CABINET
- FIRE ALARM CONTROL PANEL
- C/O DETECTION SISTEM PROMDED AND INSTALLED BY PLUMBING CONTRACTOR, WIRED BY ELECTRICAL COMPINCTOR, E.C. SIMIL COORDINATE EXACT REQUIREMENTS WITH PLUMBING CONTRACTOR AND SYSTEM MUNUFACTURER PRIOR TO



PARTIAL FIRE ALARM RISER DIAGRAM

- DISTING RIFE ALARM CONTROL PAVEL IS BY NOTIFIER, LOCATED IN MAIN ELECTRICAL ROOM. THE FIRE ALARM CONTROL PAVEL AND ALL DEVISES SIMILE BE BY ONE MAINTACHINER. THE CHITER SYSTEMS SHALL BE CHARAMITED BY (1) SYSTEM MAINTACHINER. ELECTRICAL CONTRACTOR TO CONFIRM PROOR TO SUBMITTING BID, WIST STIE TO INSPORCED DISTING CONTROLS.
- ALL EQUIPMENT AND DEVICES SHALL BE UL LISTED, MEET THE REQUIREMENTS OF ADA AND COMPATIBLE WITH EXISTING, FOR QUANTITY AND LOCATION OF DEVICES REFER TO FLOOR PLANS.
- Conductors shall be as required by manufacturer. Wre shall be a winmun flavag installed in conduit. The fire alarm control parel is an addressable parel, wring type shall be class a in conduit.
- ALL JUNCTION BOXES SHALL BE PAINTED RED. ALL CONCEALED CONDUIT SHALL BE STRIPPED RED ON 2'-0" CENTERS.
- RISER DIAGRAM DOES NOT SHOW ENTIRE SYSTEM. REFER TO FLOOR PLANS FOR EXACT QUANTITIES AND LOCATIONS OF ALL SYSTEM DEVICES.
- 6. TO AUXILIARY CONTINCTS IN RESPICEME AN-HAMBLIGG UNIT STARTER FOR UNIT SERIOUN ON ALRAY, DUCT SLOKE CETECTOR SIAL BE PROVINED AND WRED BY BLEFFIRM, CONTINUED, REVISIOLE BY RECEIVANCE, CONTINUED, REVISIOLE BY RECEIVANCE, CONTINUED, REVISION CO. STARTER OF THE RESPIRATIONAL RECHARDAL CO.
 - SMOKE DETECTORS SHALL BE INSTALLED IN RETURN AR SYSTEMS WITH A DESIGN CAPACITY GREATER THAN 2,000 CPM, IN THE RETURN AR DUCT OR PLENUM USSTEMA OF ANY FILTERS, DOWNLET ARE CONNECTIONS, OUTDOOR ANY CONNECTIONS, OR DECONTAINATION FEDITHALT AND APPLIANCES.
 SMOKE DETECTORS SHALL BE INSTALLED IN THE SUPPLY AR SYSTEM FOR ALL WAYE-UP AR INITIS WITH A DESIGN CAPACITY GREATER THAN 2,000 CPM.

- MUSIC CONTROL SYSTEM BE CONNECTED TO FIRE ALARM SYSTEM SO THAT, WHEN IN ALARM STATUS, FIRE ALARM SYSTEM OVERFICES AND MUTES MUSIC SYSTEM ENTIRELY.
- DIMMING SYSTEM SHALL BE CONNECTED TO FIRE ALARM SYSTEM SO THAT, WHEN IN ALARM STATUS, FIRE ALARM SYSTEM OVERROES DIMMING SYSTEM AND LIGHTS ARE BROUGHT UP TO 100%.
- SHOP DRAWINGS INCLUDING A COMPLETE RISER AND BATTERY CALCULATIONS ARE REQUIRED. SUBMIT A DUPLICATE COPY TO THE FIRE DEPARTMENT.
- THE FIRE ALARM SYSTEM, ALL COMPONENTS AND WIRING METHODS SHALL CONFORM TO NEPA, ADA AND NATICK FIRE DEPARTMENT REQUIREMENTS.
- Absolutely no work shall be started or equipment purchased until a pervit has been issued by the fire department.
- 12. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MANUFACTURERS TESTING, TRAINING AND REPROGRAMMING
- ELECTRICAL CONTRACTOR SHALL CARRY ALL COSTS TO REPROGRAM EDISTING FIRE ALARM CONTROL PANEL AS REQUIRED.
- ELECTRICAL CONTRACTOR SHALL COORDINATE SHUTDOWNS OF LANDLORD FIRE ALARM SYSTEM WITH BUILDING MANAGER AND CARRY ASSOCIATED COST.



- 1. ALL EVENTS SHALL BE RECORDED AT THE FIRE ALARM CONTROL PAYEL AND SHALL INDICATE TIME AND DATE OF OCCURRENCE AND LIST DEVICE INITIATED.
- 2. TROUBLE AND SUPERMSORY SIGNALS SHALL BE MONTORED IN ACCORDANCE WITH 780 CUR 903.4.1

LANDLORD REQUIRED CONTRACTORS (VERSEY WITH ADAM SKRZYPCZAK)

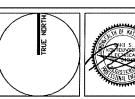
ELECTRICAL SERVICE & FIRE MARKE BRIAN SULLIVA SERVICE & FIRE AURIL BRUM SULLIVAN
UNIVERSUL AUTOMATION & MECH. SERVICES
841 WORKESTER RO. §512
HATICK, UA 01750
PH. 508-650-65000
CELL: 508-637-0571
EMAIL: BRUM SULLIVANOUMISERVICE.COM

ROOFING: DON BREENER
TECTA AMERICAN ROOFING
PH: 978-436-9990

all work and material shall be in accordance with the landlord's $NATICK\ MALL$ TENANT CRITERIA MANUAL ALL CONTRACTORS SHALL GRIM A COPY FROM THE LANDLORD'S TERMIT COORDINATO OR HALL OPERATIONS MANAGER AND RECOME FAMILIE WITH THE REQUIREMENTS CONFIDENT HALL OPERATIONS MANAGER AND RECOME FAMILIE WHITE CHARGE REQUIREMENTS CONFLICT WITH COORS OR ORDINANCES, THE STRICTEST INTERPRETATION SHALL APPLY.



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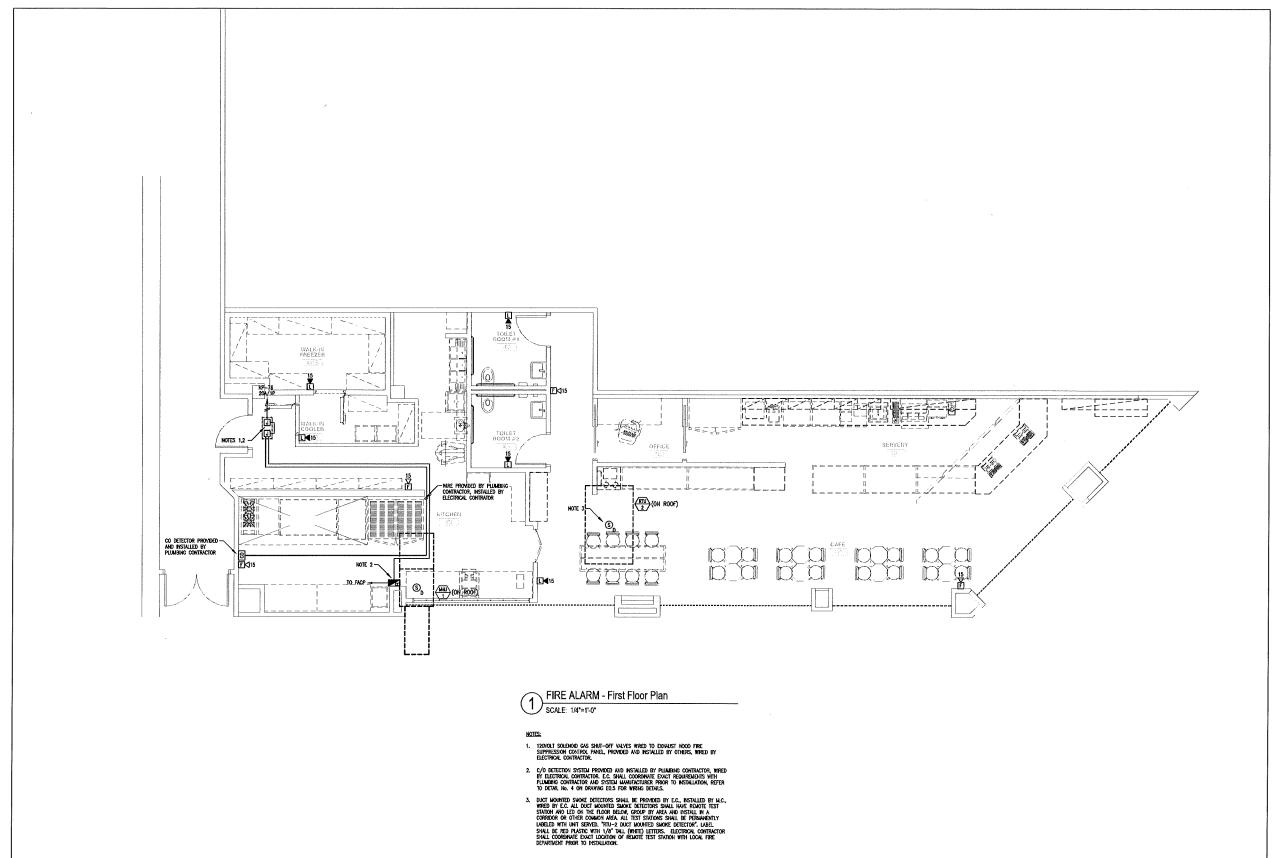
DELTA	DESCRIPTION	DATE
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	LANDLORD COMMENTS	04/16/2019
	CONSTRUCTION DOCUMENTS	04/16/2019 04/01/2019

FIRE ALARM RISER DIAGRAMS

CHECKED BY:

SCALE: NTS DATE: 04/01/2019 DRAWN BY: KWV







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