DINING COURT
DESIGN CRITERIA
Westland Mall

June 2014
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1.0 Mission Statement

At Starwood Retail Partners we strive to distinguish ourselves through superior performance in retail development. The continuous improvements made to our properties are done to meet the changing needs of our customers and the retailers we serve. This commitment is evident to our Tenants who enjoy a retail environment that is well-designed, meticulously maintained and vigorously marketed to maximize traffic and sales. We look to enhance the shopping experience for our customers through the quality of our Tenants and artful Tenant design. We look to become partners with retailers striving for these same goals. Starwood is ready to meet your needs; through shared communication and our expertise, we will create the store that you envision. We wish you great success with the completion of your project and look forward to forming a successful mutual relationship.
“STARWOOD LOOKS TO ENHANCE THE SHOPPING EXPERIENCE FOR OUR CUSTOMERS THROUGH THE QUALITY OF OUR TENANTS AND ARTFUL TENANT DESIGN.”
2.0 Project Introduction

Westland Mall, West 49th Street, Hialeah, FL
2.0 Project Introduction

Mall Map, Westland Mall, West 49th Street, Hialeah, FL
3.0 Design Philosophy

THE THEATER OF FOOD.

Eating is an art we all participate in. Stepping inside a Starwood food experience is like entering a theater. Dining Courts are composed of multiple stages made up of food scenery. Great restaurants entertain customers, share new flavors, make statements, express cultures and inspire lifestyles.
3.0 Design Philosophy

**food theater**

Let the show begin... to allow the audience to enjoy a great experience and be mesmerized.
4.0 Starwood Design Language

CAFE STYLE FOOD COURT.

In the hyper-competitive retail industry, Starwood Retail Partners is constantly striving for improvements in order to differentiate our shopping environment from our competitors. The Dining Court is part of this equation. It is comprised of mall common areas and individual tenant spaces. Our goal is to transform the environment from a “fast food hall” to a “cafe” style environment by breaking down traditionally large seating areas into small intimate groups, using “softer” materials, and appropriate lighting fixtures to enhance the dining and shopping experience. We are encouraging Tenants to re-think their store design to achieve this vision by treating the entire visual presentation like a well-composed work of art, seamlessly integrating:

- Architectural elements
- Graphic design
- Lighting
- Exhibition cooking
- Food merchandising
- Kitchen equipment
- Materials selection
While Starwood outlines specific requirements and prohibitions, there is language in this document that is considered subjective (i.e. “standard”, “typical”, “creative”, “prototypical”, etc.)

It will be up to the Starwood Tenant Coordinator’s discretion to determine whether your design meets the requirements outlined in this document. We will be working very closely with Tenants and their Designers to assure a completely integrated and appropriate design specific to their brand and corporate image.

While designing your store the following principles must be adhered to:

- We are asking the Tenant to re-image their store to fit into the Dining Court environment that Starwood envisioned for Chicago Ridge.

- The design must be consistent with the quality of a high-end, sit-down restaurant.

Please review the enclosed images and comments which will convey many of the concepts we are trying to achieve and discuss your ideas or concepts with your Tenant Coordinator.
4.1 Architectural Elements

Add visual interest through changes in ceiling planes and wall planes. Treat columns and hoods as architectural features. Create service counters more intricately detailed.

Requirements:

- All surfaces must be considered design elements. The elements must work together to create an interesting overall composition.
- All ceilings will be finished gypsum board ceilings with the exception of the "back of house" area.
- Acoustic ceiling tiles will not be permitted in the front of house.
- Return air grilles in the front of house (sales) areas (if used) must be painted to match the adjacent ceiling.
- Sprinkler heads must be fully recessed with covers to match the adjacent ceiling. No exceptions.
- Exposed hoods and columns need to be treated as architectural features and integrated into the overall design in a comprehensive manner.
- The front of house access/swing doors into the service area must extend fully to the floor such that Tenant tile is not visible underneath the access door from public mall area.
- Toe kick must be used along all store front counter areas, including aforementioned door.
- Floor finish transition must occur at center of swing gate at closed position. Tenant must extend mall finish.
4.1 Architectural Elements

- Tenants must provide a physical sample board and/or sample of all finishes used in front of house (sales) area. Electronic submittals will not be accepted and no exceptions will be made to this policy.

**Prohibitions:**

- No direct view of “back of house.”
- No swing gates at front counter unless required by code or approved by Starwood.
4.2 Graphic Design

ENVIRONMENTAL GRAPHICS.

In an era in which consumers are making decisions based on corporate identity we are encouraging companies to integrate their marketing strategies into the store design. This is accomplished through environmental graphics. Much like advertising, environmental graphics work to affect the consumer by impressing a mood and lifestyle. Retail shops have been incorporating this type of advertising into their stores for years. It is Starwood’s goal to bring this merchandising strategy into the food court as well. Environmental graphics should not be literal photos of your food offerings. It can be a backdrop for your store. The use of environmental graphics is an important element in getting your message and brand across to your potential customer. Environmental graphics tell the consumer what the product is all about. Name branding, lifestyle photos and environmental graphics are combined to convey information in a fresh modern way.
**Requirements:**

- Use a professional graphic designer to work with the architect to come up with an integrated environmental graphic.
- Digital graphics are recommended to be printed on high quality vinyl and mounted behind glass.
- Submit min. 18"x 18" vinyl sample printed in full scale on final material for Landlord approval.
- Detail the installation of the graphic in a clean seamless manner.
- Environmental graphics can be placed in non-traditional areas including columns and hoods.
- A food stylist must be employed in the production of all food photography.
- All graphic design elements are to be submitted with architectural drawings. They will be subject to review by Starwood's Tenant Coordinator.

**Prohibitions:**

- No plexiglass.
- No low resolution digital graphics.
- No low quality digital output.
MENU BOARDS.

The menu is part of the graphic design of the space. It should be designed by a professional graphic designer and integrated into the overall environmental graphic.

Traditional backlit menu boards and backlit transparencies will not be accepted. Non-traditional placement of the menu information creates visual interest and is strongly encouraged. See examples of menu on hoods, sidewalls, counter and the like.

We understand operational requirements of changing food items and prices. It is up to the graphic designer to devise methods to do so while adhering to these goals.
**Requirements:**

- Use a professional graphic designer to design your menu. Integrate menu into the overall graphic design of the space.
- Use non-illuminated menu, lit from a remote source. Creative use of alternative fonts. All fonts will be subject to landlord approval.
- Use food and lifestyle photos. However, all photos must be produced with the involvement of a professional food stylist and is subject to landlord approval.
- Menu drawings that completely detail the fabrication and installation methods must be submitted for landlord approval.
- Electronic menus are encouraged however, they need to be integrated into the architectural design. The digital content should be created by a professional graphic designer.
- Submit catalogue cuts for monitor digital contents for Landlord approval.

**Prohibitions:**

- No standard prototypical menu boards.
- No back-lit transparencies unless reviewed, approved by Starwood.
- No (traditional) back-lit menu boards unless reviewed, approved by Starwood.
- No surface mounted monitor screens with exposed mounting elements.
SIGNAGE.

Signage may be the single most important element of the entire store. This is the area where the Tenant can most effectively brand their storefront.

In imaging your store, your signage should not mimic a fast food type operation. You should use the type of signage that would compliment the design of a chic modern restaurant. The signage should be a part of the graphic design as a whole.

Requirements:

- Signage and environmental graphics must be conceived as an integral part of the design, so they do not appear as an afterthought application.
- Primary storefront identification shall be limited to Tenant's trade name, as approved in the lease, or as otherwise approved in writing by Landlord.
- All signs must fit comfortably into their storefront architecture, leaving sufficient margins and negative space on all sides. Thickness, height, and colors of sign lettering and graphics must be visually balanced and in proportion with other signs within the project.
- All illuminated signs must be controlled by Tenant's time clock and illuminated during general operating hours as defined by the Landlord.
- All submitted Tenant shop and storefront elevations should show and/or illustrate proposed signage in each phase of the presentation. Sign shop drawings for all signage must be presented to the Landlord for approval prior to commencement of fabrication.
- Signage shall be mounted only to Landlord designated location.
- All sign illumination must be concealed.
- All graphics and signage shall be professionally assembled and displayed in a first-class manner.
- Check mall specific sign criteria.

Prohibitions:

- No sign, advertisement, notice or other lettering shall be exhibited,
4.2 Graphic Design

inscribed, painted or affixed on any part of the storefront except for the store identification sign.

- No internally illuminated awnings with or without signage.
- No internally illuminated channel letters with faced acrylic translucent face panels.
- No signs fabricated of cloth, paper or cardboard.
- No signs which are fabricated of vinyl such as the stick-on or decal type.
- No noise-making signs.
- No conventional plastic or acrylic faced box or cabinet signs.
- No formed plastic or injection molded signs.
- No luminous vacuum formed letters.
- No temporary wall signs, window signs, pendants, banners, flags, inflatable displays or sandwich boards.
- No animated signs: signs consisting of anything swinging, rotating, flashing, blinking, scintillating, strobing, including any moving electronic message boards or centers, or temporary lighting, such as, but not limited to search, flood, or fluorescent gel lights.
- No odor producing signs.
- No hand-written signage.
- No exposed lamps, including decorative neon.
- No exposed fastenings or manufacturer’s/underwriter’s labels.
4.3 Lighting Design

Lighting design offers the designer the opportunity to satisfy both functional & aesthetic requirements. Care should be used in selecting light sources that compliment the food being served. Using a combination of ambient lighting accents and layering of architectural “jewelry” including decorative pendant lights will help activate the space.

Requirements:

- Landlord shall provide lighting in public spaces.
- Tenant is responsible for all lighting within the entire demised premises.
- For Tenant identification and signage, see architectural signing criteria.
- Recessed incandescent quartz halogen luminaries shall be used for counter illumination and shall be of a low brightness and shielded type.
- Foot-candle levels at counter height shall be 50 foot candle average maintained.
- Recessed incandescent quartz downlights with specular or semi-specular clear alzak reflectors are acceptable if they have a low brightness and are the shielded type.
- All fixtures must utilize a clear tempered glass safety lens as per food preparation and local electrical codes.
- The use of decorative type lighting such as luminous ceilings, chandeliers, pendant or wall units or clear type glitter strips are permitted only if the location is approved by Landlord.
- Tenant to provide/include Kelvin rating for all public lighting proposed in design. A color temperature of 3000K is recommended.
- All Tenant lighting shall be controlled separately, and illuminated during mall operation hours.
- H. I. D. Lighting shall not be used unless approved by Starwood.
- Incandescent quartz halogen pendant units may be used for general lighting only if the Tenant has established an identity on this theme or motif. Landlord shall have final approval of decorative type and location.
- Quartz halogen incandescent PAR 16/20/30/38 spots or low voltage MR-16 quartz halogen type lighting, recessed or surface track is recommended for high impact on merchandise or food. These sources must be protected with a clear tempered glass safety lens equipped with the fixture.
- All display cases must be adequately lit and ventilated. Direct visual exposure of incandescent lamps and/or fluorescent tubes is prohibited.
- Toe kick lighting should be fully concealed and staggered T5 or LED equivalent with 6” overlap should be used. A color temperature of 3000K is recommended.
4.3 Lighting Design

- All illuminated signs must be illuminated during the hours the mall is open. These signs shall be controlled by a time clock. Refer to architectural signing criteria.
- To retain and protect the visual environment of the area and for the benefit of all Tenants, each individual Tenant shall limit the brightness of their lighting fixtures, which shall be subject to the Tenant Coordinator’s approval.
- Emergency lighting must be fully recessed in the front-of-house (sales) areas. No surface mount type is allowed.
- Use staggered under-counter lighting if used.
- Bottom of pendant light must be installed at a minimum of 6’-8” A.F.

Prohibitions:

- No 2’ x 2’ or 2’ x 4’ fluorescent lighting in the front of house shall be allowed.
- No recessed flush type acrylic lenses shall be used for general lighting.
- No strobe, spinner or chase type lighting shall be used.
- No lighting shall be installed outside the demised premises.
- No track lighting is permitted in the front of house area unless specifically approved by landlord. It can be used if it is hidden or recessed into ceiling, otherwise tenant should use monopoint type fixtures. Use of high quality fixtures is required. Submit cut sheets of fixtures including manufacturer, model and any photos of specific fixture to landlord for design approval.
4.4 Exhibition Cooking

Whether it is grilling, chopping or plating a dish, seeing the art of cooking brings excitement to the customer. Exhibition cooking strikes a higher level of freshness in food served and offers a sophisticated experience that is unique to a Starwood Dining Court. Starwood encourages retailers to incorporate exhibition cooking into their design.

Requirements:

- Food preparation such as chopping/mixing can be interpreted as exhibition cooking.
- Showcasing the food preparation by opening the kitchen is encouraged.
- Equipment used for exhibition cooking should be an integral part of the store design.
- Uniforms at the front service area are encouraged as it strengthens brand image.
4.4 Exhibition Cooking
4.5 Food Merchandising

Food display/merchandising should be an integral part of the overall design. Just as successful retail merchants invest a great deal of time and energy in the display of their products, the successful Dining Court restaurateur must do the same. It is important for the product to be presented in a fresh, natural and pure way.

Requirements:

- Where appropriate, deli case displays should be incorporated into front counter. All deli/display cases are recommended to be frameless square glass and UV bonded. Curved display cases are discouraged.
- Steam tables, deli cases and food display presentation are recommended to be much lower than standard height.
- Packaged food products can be used as part of the display system. Images of food can be used to emphasize the message.

Prohibitions:

- No plastic food display allowed unless approved by LL.
4.5 Food Merchandising
4.6 Kitchen Equipment

Many traditional Food Court operators tend to look like “food factories”. This is not an acceptable design solution for Food Courts managed by Starwood. As a part of its goal of creating a café style environment, Starwood will be closely monitoring the selection and placement of all equipment. As such, whatever equipment deemed essential for the operation must be fully integrated into the overall design. Therefore, all efforts must be made to minimize the amount of equipment visible to the public. All exposed equipment should be minimized and integrated into the overall conceptual design.

**Requirements:**

- Soda dispensers must be “slimline” with stainless steel finish and can only be accessed by Tenant’s service employees.
- All storage in “front of house” shall be accounted for in the built-in millwork.
- UV bonded, frameless sneeze guard is encouraged.
- Equipment may not merely be placed on the counter, it must be integrated into the overall design, encased in cabinetry, etc..
- All equipment should be as compact as possible. If it is on the front counter it should be recessed into the counter to assure maximum sight lines.
- All hand sink soap, paper towel dispensers and other fixtures must be compact in size with stainless steel finishes.
- Hand sink in front of house must be integrated into counter/cabinet
4.6 Kitchen Equipment

• No self-serve soda towers. No corporate graphics (i.e. Coca Cola, Pepsi, etc.)
• No free standing equipment at front counter.
• No kitchen equipment provided by food purveyors will be allowed to display their signage/logo.
• No exposed storage at the front of the store will be accepted. All storage shall be incorporated in the built-in millwork.
• No front venting refrigerated display cases will be allowed at the front counter unless reviewed and approved by Starwood.
• No full height freezer/refrigerator will be allowed at the “front of house.”

Prohibitions:

or approved by LL.
• POS system must be recessed into counter or shrouded such that the majority of the POS is hidden from view and what remains visible is pleasing to the eye. This determination will be made solely by landlord design review. POS configuration must be submitted for landlord review.
• All equipment should be placed in the kitchen rather than the storefront.
• Catalogue cuts for all equipment visible to the public must be submitted for review and approval by Starwood.
• Service items including but not limited to straws, napkins, cups, plastic wares, condiments and other such items must be placed in recessed compartments on the counter. Otherwise, provide a designated place to hide service items from public view and reduce visual clutter.
4.7 Materials Selection

Material selection clearly plays a very important role in defining the cafe bistro ambiance. While it is important that the materials work in a functional way, they must also be employed to convey the overall message of your establishment to your customer. Tenants must submit a sample board to Starwood Tenant Coordination for approval. Careful selection of materials is necessary to emphasize the café environment.

Recommended:

**COUNTER TOP**
- Decorative Metal
- High End Porcelain / Ceramic / Mosaic / Quartz
- Stone Slab
- High quality Solid Surface or Granite
- High quality Resin
- Stainless Steel
- Wood

**COUNTER FRONT**
- Decorative Metal
- Back Painted Glass
- High End Porcelain / Ceramic / Mosaic / Quartz
- Stone Slab
- High quality Solid Surface or Granite
- High quality Resin
- Stainless Steel
- Wood
4.7 Materials Selection

MENU BOARD FEATURE WALL
- Molded MDF panels
- Embossed resin panels
- Wood Veneer

WALLS
- Back Painted Glass
- Graphic mounted to the rear of glass and mounted to the wall
- High End Porcelain / Ceramic / Mosaic / Glass Tiles / Rectangular Tiles
- High quality wallpaper graphics
- Required wall and neutral pier material: Granite “Kashmire White” 12x24 tile, polished, and sealed

❗ Prohibitions:
- No plastic laminates.
- No plexiglass.
- No standard 4” x 4”, 6” x 6”, 12” x 12” tiles unless approved by Starwood.
- No painted surfaces except areas approved by Starwood. i.e. ceiling.
- No standard wallpaper.
5.0 What's Inside

Interior Rendering
5.0 What’s Inside

Enlarged Food Court Plan - NTS
Typical Tenant Elevation - NTS

- Ceiling painted by tenant
- No A.C.T. permitted
- Track lighting only when recessed
- Signage on suspended raceway
- Area for menu board
- Kitchen door
- Counter
- Counter flips up; swinging entry door below
- Toe kick
- Existing neutral pier by LL

Covered food display area
5.0 What’s Inside

Typical Tenant Section 2 - NTS
Typical Tenant Plan - NTS
6.0 Construction Requirements

This section shall govern the design and installation of commercial kitchens and must be followed in conjunction with the Architectural Design portion of the criteria. If, in the sole opinion of the Landlord, deviations from these requirements are justified in certain instances, Tenant must obtain permission in writing from the Landlord for such deviations. All work and materials shall be in accordance with applicable Village of Chicago Ridge Building Department, Health Department and Fire Department requirements.

6.1 Architectural Design & Construction

Concrete Floor Slab

Where applicable, tenant shall be responsible for finishing and/or leveling the concrete floor slab within the Demised Premises to eliminate any tripping hazards.

Tenant will be required to finish and install slab in fill at slab leave out locations. Tenant shall furnish and install a waterproof membrane throughout the leased premises, as detailed in the section regarding Floor coverings. Tenant shall make all slab penetrations watertight. Conduit and piping shall be sleeved accordingly.

Tenant shall review specific slab penetration requirements under each section relating to Mechanical, Electrical and Plumbing.

Demising Partitions

At Landlord's option, the demising partitions shall be unfinished masonry, concrete, metal or wood studs sixteen inches (16") O/C, extended to the underside of the structure above. Where desirable, in Landlord's opinion, a vertical neutral strip shall be located at the storefront area between the stores. The said strip shall coincide with the lease line defining the premises.

It shall be the Tenant's responsibility to finish all demising partitions as required to meet all applicable codes and/or design requirements. Common demising wall shall be constructed with five-eighth inch (5/8") fire-rated gypsum board on a Landlord provided non-load bearing structure by extending from the floor slab to the underside of the deck above. All voids and penetrations shall be filled and sealed to provide a one-hour assembly. Where low walls are designated by Landlord, Tenant shall finish such walls as specified.

Common demising walls along the exit corridor and other Landlord spaces shall be provided and constructed of masonry, shaft wall or metal stud with one (1) sheet of five-eighth inch (5/8") fire-rated gypsum board on corridor side only, from floor to structure above. Tenant, at Tenant's expense, shall complete the one-hour rated partition on the Tenant's side. Rear doors should have two-hour rated partition.

Tenant shall protect fireproofed columns and braces. Where fire damage has been damaged or missing, Tenant shall repair and patch to the required thickness at Tenant's expense.

Sound insulation shall be required in demising walls (by Tenants generating sounds that may be disturbing to others) so that the noise level transmitted to adjoining Tenant spaces or Mall areas does not exceed forty (40) decibels. Additional sound mitigating measures must be taken to ensure compliance with the acoustical requirements for Tenant located adjacent to the Theaters.

Tenant shall not be permitted to use a demising wall for support of shelf standards or heavy attachments. Tenant shall fur-out the wall by providing additional metal structural studs or by furnishing independent supports.

All joints shall be taped. Exposed wall shall be finished with three (3) coats of joint compound and sanded.

Exposed wood framing shall not be allowed. When connecting studs to the floor, 1 1/4" pins with washers are to be used.

Floor Covering

The mall floor is installed on a concrete slab in the common area that stops at the Tenant lease line. Recessed areas leading up to the front service counter behind Tenant's lease line shall be finished with materials matching Landlord's scheduled finish.

Health Department approved quality floor coverings such as granite, glazed or unglazed pavers, etc., shall be used in Tenant areas visible to the public.

Vinyl composition tile or sheet vinyl flooring in service areas is not permitted.

Tenant shall install a waterproof membrane (minimum 50 mils in thickness) to waterproof all slab penetrations in all lavatories, kitchens and similar water prone areas. Perimeter walls of such areas shall also be waterproofed to a point of no less than two-feet (2'-0") above the slab. In addition, Tenant shall install such materials and/or devices to prevent the damage of membrane, passage of water, waste and other liquids out of such areas. Tenant shall furnish Landlord a warranty of such water-proofing. Warranty shall cover all material and labor.

Tenant shall fill in slab depressions and any cracks occurring in the leased premises and cover with Tenant's floor finish.

The transition between varying floor finishes shall not employ a vinyl reducer strip or metal “T” section. Rather, a minimum one-eighth inch (1/8") thick aluminum “L” angle is to be employed that shall flush out to the top of the hard surface flooring.

Ceiling

Tenant shall install all ceilings. All ceilings located in the service or public areas shall be drywall construction.

Acoustical tiles used in the kitchen areas shall meet requirements of all applicable codes and have been tested in accordance with ASTM E (latest edition) for flame spread, smoke development and fuel contribution. Tiles shall meet Class A Life Safety Code with requirements of flame spread 0-25, smoke development 0-15 and fuel contributed 0-25 that has been tested in accordance
with ASTM E-84. Tenant shall designate, on their plans and/or specifications, tile type and rating requirements for tiles to be used in the Tenant space, as listed in UL Building Materials Index. No combustibles (wood of any type) are permitted above suspended ceiling.

Tenant shall provide access to Landlord’s equipment, piping, controls or valves, located within the Demised Premises, by means of adequately sized access panels.

All free standing structural steel columns, within Tenant’s space, shall be enclosed with a minimum of one layer, five-eighth (5/8”) gypsum board.

**Interior Doors**

All interior doors used to access fire exit corridors shall be one (1) hour labeled fire door assemblies and meet local codes.

Fire and other exits shall be clearly marked and maintained in accordance with governing codes and ordinances. Tenant shall not install any hardware or other devices that would prohibit the use of any emergency/fire exits.

**Wall Finishes**

All wall finishes shall meet all required flame spread and smoke development factors.

All finishes shall be approved by the County Health Department or governing agency having jurisdiction.

The use of the following materials are not allowed within the Tenant sales area:
- Simulated stone and brick* (*trompe l’oeil may be acceptable;  
- Wood-grained laminate;  
- Pegboard walls and pegboard fixturing systems;  
- Rough-finish drywall;  
- Texture T-11 plywood; 
- Carpeting on walls and;  
- Other materials deemed unacceptable by Landlord.

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### 6.2 Mechanical Design & Construction

#### 1. Design Conditions - Heating

a. Inside space / Food Court spaces temperature: 70°F  
b. Outside air temperature: -10°F

#### 2. Design Conditions - Cooling

a. Maximum inside space / Food Court spaces:  
   - Seating/Dining areas: 75°F Dry Bulb Serving areas; 78°F Dry Bulb Cooking areas; 80°F Dry Bulb 50% Relative Humidity. 
   - Outside air temperature: 95°F Dry Bulb; 78°F Wet Bulb. 
   - People: 275 BTUH per person - sensible; 275 BTUH per person - latent.

#### 3. HVAC Equipment

Tenants shall furnish and install packaged rooftop units with gas heat on the roof directly above Tenant’s space. All Tenant HVAC equipment shall be commercial grade and shall conform to the following:

a. Approved manufacturers are Trane, Carrier, McQuay, Lennox, York or as approved by Landlord.  
b. Rooftop units shall be provided with thru-the-curb service connections.  
c. Rooftop units without an economizer shall be provided with low-ambient controls and a winter start kit.  
d. Air filters shall be two inch (2”) thick throwaway type.  
e. If an economizer is installed, must also provide powered exhaust to maintain negative indicated below.  
f. Ducted return to rooftop unit is required so as to minimize/prevent grease buildup above the ceiling and odor migration outside of the Tenant’s space. Where Tenant is required to utilize Landlord’s smoke exhaust system (typically when space is converted to restaurant space - Tenant’s team to verify), must provide ceiling grilles as required to meet smoke exhaust requirements.  
g. Condensate line (copper required) shall be piped to roof drain, utilizing pipe stands approved by Landlord’s roofing contractor.

#### 4. Roof-Mounted Equipment

Location of Tenant’s roof-mounted exhaust and make-up air systems and heating and cooling systems shall be approved by the Landlord. Where Tenant’s HVAC unit falls within a sight line, as established by landlord’s architect, Tenant shall design architectural screening which shall be per Landlord’s design criteria and installed by Landlord at tenant’s expense. All engineering and drawings shall be furnished by the Tenant for Landlord approval. Drawings shall show structural loads and all framing, supports and connections. Any additional structural supports required for Tenant’s rooftop equipment shall be the sole responsibility and cost of the Tenant. Note: If required by Landlord, must submit plans to Landlord’s structural engineer for approval at Tenant’s expense. Landlord-approved vendor required.

#### 5. Rooftop Equipment

Curb and rooftop penetrations shall be installed in accordance with the following requirements:

a. Locations must be verified in the field with the Landlord’s Operations Manager prior to bidding the job.  
b. Exhaust fan discharge shall be a minimum of 20 feet from any Landlord or adjacent Tenant outside air intake. May locate within 10 feet of Tenant’s outside air intake if allowed by the Building Department.  
c. For rooftop units, exhaust fans and make-up air units, rooftop curbs shall be insulated and shall be manufactured by: 1) the equipment manufacturer, or 2) a high quality prefabricated...
6.0 Construction Requirements

6. Exhaust / Make-Up / Outside Air Criteria

a. The Tenant’s space shall be maintained under negative pressure relative to mall public areas and other Tenant spaces. Make-up air shall be provided by the Tenant so that the amount of air taken from the mall is not less than 300 CFM (or as required by the Landlord) and not more than the maximum allowed by the Landlord. Note: If rooftop unit is furnished with an economizer, must provide power exhaust so as to maintain negative space.

b. Exhaust fans, make-up air units, exhaust hoods, fire protection equipment, all associated controls and other mechanical components shall be of high quality commercial grade equipment.

c. Exhaust fans for the purpose of removing grade-laden air from cooking areas shall be utility set high velocity restaurant duty vertical discharge type with optional grease box and insulated curb as manufactured by CaptiveAire Model HRE, or Landlord approved equal. The minimum discharge velocity shall be 2,000 FPM. The fan shall be UL 762 Listed. Must install G2 Grease Guard Rooftop Defense System by Facilitec (800-284-8273) around fan.

d. Make-up air units shall be heated gas-fired type, or as approved by the hood manufacturer and applicable codes.

e. Exhaust fan shall be interlocked with make-up air unit via airflow switch in make-up air duct so that the exhaust fan will not start until airflow has been proven (except as required for fire/smoke mode operation).

7. Grease Exhaust Hoods

a. Hoods shall be integrated front face or down discharge make-up air type with grease extraction filters, as manufactured by CaptiveAire, Gaylord, Greenheck, Halton or Landlord approved equal. Compensating and short circuit hoods, those hoods that introduce outside air directly into the hood, are allowed only if approved by the Building Department. Tenant’s design team must verify prior to preparing plans.

b. Hoods shall bear a current (2002 or later) UL 710 Label for Type 1 hoods. Labels and listings prior to 2002 are not acceptable.

c. Landlord will not consider permitting the reuse of existing grease exhaust hood(s) until a report on the capacity and condition of the existing equipment by a company employing full time certified HVAC service specialists has been submitted by the Tenant to the Landlord in writing. This report shall include test data used in confirming the equipment’s capabilities, a statement of confirmation the hood is not a compensating or short circuit design and bears a UL 710 label dated 2002 or later.

d. Where feasible, partial or full end panels shall be installed on the open ends of the hood.

e. All island type hoods shall have a minimum overhang of 12” on any open sides rather than the 6” code minimum.

f. Grease extraction filters similar to Grease-X Tractor by Greenheck, KSA multi-cyclone by Halton or Landlord approved equal are required. Standard baffle type filters are not acceptable and if existing, must be replaced.

g. Tenant shall provide fire extinguishing system for each hood and schedule on Tenant’s drawings. System shall include hood nozzles, wet chemical cylinders, piping, etc. and accessories to provide an approved operating system. Provide manual pull stations at required locations. See Fire Suppression Criteria below.

8. Grease Exhaust Ductwork

a. Kitchen exhaust hood ductwork shall be fabricated and installed in accordance with NFPA 96 requirements and Building Department requirements.

b. Unobstructed access panels in ductwork are required at each change in direction and as required to clean the entire length of the ductwork.

c. Access panel locations shall be approved by the Landlord’s representative and/or the Building Department.

d. Access panels shall be gasketed ‘grease-tight’, and be of the same black iron material as the ductwork. Galvanized, double wall, or other comfort air-conditioning access doors shall not be used.
c. Ducts shall be welded sixteen- (16) gauge or heavier metal enclosed with a two- (2) hour fire-rated shaft or approved fire wrap material in accordance with all applicable codes.

d. In no event shall this ductwork be less than 20 gauge E-Brite 26-1 stainless steel.

e. All joints shall be soldered to prevent leaking.

f. All grease ductwork must be tested to 1-1/2” positive pressure, and demonstrated by the Landlord’s representative to have no loss in pressure after 10 minutes. Installation shall not proceed beyond this point until this test has been verified by the Landlord’s representative.

g. All cooking-exhaust ducts shall be seamlessly welded and comply with NFPA 96 requirements. Access doors are required and are to be on the vertical face of the horizontal run, at the bottom of the vertical riser and/or as required by Code. Automatic and manual devices for shutting down fuel or power supply shall be furnished.

h. Routing of ductwork serving exhaust and make-up air systems shall be designed by Tenant and approved by the Landlord. Roof openings for such equipment shall be by Landlord’s roofing contractor, at Tenant’s expense.

i. All insulated joints shall be double layered with overlapped joints. Insulation shall be installed on all kitchen exhaust ductwork in full accordance with the manufacturer’s instructions, Codes and requirements.

9. Other Exhaust Systems

a. Dishwasher Exhaust: Dishwasher vapors must be captured by a hood. An exhaust grill at the ceiling is not acceptable.

b. Hood and ductwork shall be constructed of aluminum or stainless steel, and be watertight. Pitch ductwork and install joints in such a manner to allow moisture to drain back to hood or drain.

c. Ductwork and moisture eliminators for dishwasher exhaust shall be fabricated in accordance with standards specified in the Mechanical/Electrical Design Criteria for rectangular low velocity ductwork.

d. The dishwasher exhaust duct(s) shall be insulated with one (1) inch thick fiberglass duct insulation having a 3/4 pound density and vapor barrier.

e. Air Balancing of all HVAC, exhaust and make-up air systems shall be by a Landlord approved air balancing contractor. Note: Tenant's air balance report must be approved by the Landlord before the Tenant will be allowed to open for business.

10. Vibration and Noise Criteria

a. Vibration Isolation: Mounted equipment must provide at least 95% vibration isolation of all frequencies generated by the equipment and the mounting equipment must be such that no resonances can occur between equipment and the structure. See Tenant Criteria Manual for more information on Noise Criteria.

b. All electrical, mechanical, refrigeration, heating, lighting, ventilating, air conditioning or allied equipment installed by Tenant must conform to the following noise and vibration limits:
   i) it must not produce sounds which emanate into any adjacent occupied areas (not occupied or leased by Tenant) exceeding DBA 40.
   ii) In Tenant’s space, it must not produce sounds exceeding DBA 50 in normal areas of human activity.
   iii) If floor-mounted, it must be on adequate resilient mounting system to provide at least ninety-five percent (95%) vibration isolation of all frequencies generated by the equipment, and the mounting system must be such that no resonances can occur between the equipment and the structure.

c. All piping above the roof shall be finished with a rust

6.3 Plumbing Design & Construction

1. Gas Piping

a. Landlord shall provide a gas manifold or point of connection to the gas main for tenant's connection of gas meter and services at a remote location outside of Tenant's space.

b. Landlord shall reserve the right to deny the use of gas service to any Tenant.

c. All natural gas distribution system shall conform to good engineering practices and the Landlord’s requirements stated herein. Tenant shall contact the gas company and verify available gas capacity (mbh) and pressure (psi) prior to preparing engineering plans. Landlord does not warrant capacity or pressure. Tenant shall pay for all expenses associated with obtaining gas service, installing metering and extending piping from the point of connection provided by the landlord to all appliance within the Tenant’s premises. Tenant shall submit load calculations indicating gas capacity and pressure required at the point of connection.

d. The entire piping system and equipment or fixtures shall be furnished with automatic and manual shut off devices/controls and color coded or identified as such as required.

e. All piping shall be Schedule 40 black steel, ASTM A120 with 150 lb banded malleable iron screwed fittings and in compliance with all governing codes and requirements of the utility company, as it relates to piping and equipment installation and testing methods and procedures.

f. When required by the Building Department, or other authority having jurisdiction, underground piping passing directly beneath buildings and/or piping located in return air plenum ceilings shall be encased. Casing shall be as directed by the Building Department or other authority having jurisdiction.

g. All piping above the roof shall be finished with a rust
2. Domestic Water

a. Landlord provides a minimum 3/4 inch tap for Food Court tenants and a minimum 1-1/4 inch tap for restaurant tenants. If Tenant requires a larger size tap than provided by Landlord, Tenant shall pay all costs associated with providing the new tap.

b. Water meter is required - must obtain from the Chicago Ridge Water Department and install in accordance with Building Department requirements. Meter location must be approved by the Landlord's Operation Manager. Verify if RPZ type backflow preventer is required with the Building Department.

c. Specifications and schedules for all equipment such as water heaters, pumps and other similar or related equipment shall be included on the plans.

d. Sanitary, grease, vent, water or gas piping is not allowed within demising walls. Walls shall be furred out as needed.

e. Hinged access doors must be installed to provide access to all plumbing equipment including but not limited to valves, cleanouts, meters and indirectly connected piping or as designated by the Landlord.

f. Any and all piping not reused within the Tenant's premises must be removed.

g. Insulate all hot water, cold water and condensate drain piping.

3. Sanitary Waste and Grease Waste

a. Landlord shall provide the following:
   i) All Food Court tenant spaces: 4 inch sanitary waste line.
   ii) Most Food Court tenant spaces: 4 inch grease waste line. (Tenant's design team shall verify if Tenant's space has a grease waste line prior to preparing plans).
   iii) Restaurant and Fast Food tenant spaces: 4 inch sanitary waste line.

b. All waste lines including but not limited to mop sinks, 3- compartment sinks, and floor drains in all kitchen and food preparation areas shall be connected to Landlord's grease waste line or a tenant provided grease interceptor. Exceptions: any fixtures or equipment prohibited from being connected through a grease interceptor by Code, the Health Department or the Building Department - Tenant's design team to verify. All tenant provided grease interceptors shall be maintained and cleaned regularly by Tenant.

c. Hand sinks, vegetable sinks, ice machines, beverage dispensers, and any other fixtures and equipment required by code, the Health Department or the Building Department shall be connected to Landlord's sanitary waste line.

d. Grease interceptors shall be ThermaCo 'Big Dipper' system, or equal as approved by the Building Department, health Department and the Landlord. Restaurant tenants may be required to provide an outside grease interceptor at a location designated by the Landlord. Tenant's design team must verify with the Building Department and Landlord prior to preparing plans. Note: Tenant must put sizing calculation for all grease interceptors on plans.

e. Food court tenants connected to Landlord's grease waste line must also provide a grease interceptor at the 3-compartment sink.

4. Other Plumbing Requirements

a. Fees and/or Assessments: Tenant is responsible for all applicable fees, tapping, use, assessments, benefit charges and capital changes incurred by reason of supplying utilities to the demised Premises.

b. PVC piping is not allowed (Chicago Plumbing Code).

c. Tenants serving soft drinks, juices, alcoholic beverages or any corrosive liquid shall use 'Durion' piping for all below floor waste lines.

d. Garbage Disposals are not allowed.

e. Kitchen Designer Notice: Kitchen designers and kitchen equipment suppliers should be made aware of the specific requirements of this document as it pertains to specifications and/or installation of services and equipment for Food Service Tenants.

f. Waterproofing Membrane: Tenant shall install a waterproofing barrier membrane, in accordance with Landlord's specifications, in all areas that may be exposed to fluids or liquids including, but not limited to, restrooms, food preparation and service areas, laundry and dry cleaning areas and photo processing areas. All floor pipe penetrations, cleanouts, and floor drains must be sealed watertight, with membrane and flashing extended into clamping collar, per manufacturer's specifications.

g. Plumbing is not allowed within demising walls. Walls shall be "furred-out" where needed.

h. Any unused plumbing equipment, piping, etc. within or serving the Tenant's space must be removed.
6.4 Electrical / Telephone Design & Construction

1. Landlord Work shall include the following:
   a. Landlord shall provide a space for a Tenant provided circuit breaker in a metering switchboard for Tenant's electrical service connection. The Landlord's metering switchboard shall be located outside the Tenant's Demised Premises in one of the landlord's main electrical rooms or on a horizontal bus-way in Landlord's corridor.
   b. Circuit breaker shall be sized at 40 w/sf for restaurant tenants and 65 watts for Food Court tenants.
   c. Landlord shall furnish a 1 1/2” minimum service conduit from Landlord's metering switchboard stubbed into Tenant's Demised Premises at a location determined by Landlord.
   d. Landlord shall provide main telephone terminal board at a location outside the Tenant Space, selected by Landlord, for Tenant connection to telephone service.
   e. Landlord shall furnish a communications line rack along the pathway in the service corridors and a one inch (1”) minimum conduit in other than service corridors outside the Tenant's Demised Premises for Tenant's use.
   f. If Tenant requires a different size main electrical switch or service conduits, Landlord may furnish same, if available, at Tenant's expense. Tenant's electrical engineer shall notify Landlord in writing of any switch or conduit size requirements of Tenant that are larger than those existing prior to plan submittal.
   g. Landlord shall provide the meter base.

2. Tenant shall provide the following:
   a. Complete design and installation of the 480/277V, 3 phase, 4 wire electrical service and power distribution of the Premises.
   b. Complete design and installation of the Tenant's electrical lighting of the Premises.
   c. Complete design and installation of the communications systems of the Premises.
   d. Tenant shall verify by physical inspection the amp rating of the main electrical circuit breaker space provided for the Tenant's electrical service conduit.
   e. Tenant shall make application to the local utility for an electric meter and a metered electric service. Tenant shall comply with all local utility's guidelines. Application for a temporary electric meter to permanent electric meter, including installation and provisions for the same shall be submitted and installation commence within the first week of tenant construction.
   f. Tenant shall provide a single main disconnect within the Tenant Demised Premises.
   g. Tenant shall extend Landlord's conduit, as needed, within the Tenant's Demised Premises to Tenant's main disconnect switch and/or panel board with main disconnect.
   h. Tenant shall install feeder wires through the main electrical service conduit and make the final connections to the main electrical circuit breaker located at the Landlord's metering switchboard. Tenant shall coordinate with the Landlord's electrical contractor.
   i. Tenant's electrical system shall be designed in accordance with landlord's criteria as outlined in this manual, the last adopted editions of the NEC and the requirements of all local authorities having jurisdiction.
   j. Tenant shall install all electrical work necessary for a complete electrical distribution system within the premises, including without limitation, transformers, electrical panels, and disconnect switches.
   k. Materials, products and equipment, including all components thereof, shall be new and such as appear on the Underwriters Laboratories List of Approved Items, and shall meet requirements of ASTM, IEEE, NEC, NEMA, CBM and other recognized standards and shall be sized in conformity with applicable Codes.
   l. Equipment shall be identified with permanent nameplates as to name and/or function (distribution panels, lighting panels and miscellaneous power panels, transformers, motor starters, disconnect switches, dimming panels, cabinets, and push button stations. “Dymo Tape” - type identification is not permitted.
   m. All electric work shall be installed so as to be readily accessible for servicing. Hangers shall include all miscellaneous steel, such as channels, rods, etc., necessary for the installation of work and shall be fastened to steel, concrete or masonry, but not to piping.
   n. All conduits shall be concealed where possible. Exposed conduits shall be in straight lines parallel with or at right angles to column lines or beams and separated at least twelve (12) inches from water lines wherever they run alongside or across such lines, Conductors shall be in conduit or approved raceways.
   o. All temporary wiring and/or abandoned wiring and conduit shall be removed from the Premises.

3. General Service and Distribution System Requirements
   a. All electrical work within the Premises, including feeders, circuit breaker panel boards, disconnect switches, lighting fixtures and lamps, resistance heating elements, power and signal outlets, conduit, wiring, special timing devices, exit and emergency lights, signs and other electrical systems such as security, life safety and intercom systems that may be required by Tenant or Starwood Retail Partners or Code.
   b. All electrical work including conductors required to connect the electrical system within the Premises to Starwood's Tenant Metering Center at a location designated by Starwood Retail Partners.
   c. An empty conduit from the Tenant Premises to the Tenant...
6.0 Construction Requirements

Metering Center located in the Electrical Switchboard Room will be provided by Starwood Retail Partners for Tenant's service conductor installation.

d. At Starwood Retail Partners' sole discretion, Tenant may be required to obtain power directly for the local electric utility company at the Tenant's expense.

e. Tenant shall procure Tenant meter from the local electric utility company, and the meter shall be installed in the Tenant's designated meter socket by the local electric utility company prior to the completion of the Tenant's work.

f. Panel-boards shall be as manufactured by Square 'D'. Tenant shall install air chambers or shock absorbers at all fixture connections.

g. Circuit breakers shall be bolted thermal magnetic type, molded case with two 2-pole and 3-pole circuit breakers of the common trip type. One (1) spare circuit breaker of 20 ampere capacity shall be provided for every five (5) active circuits. Lighting circuits shall be 20 ampere capacity with connected load not to exceed eighty percent (80%) of breaker trip rating.

h. Minimum sizes of conduits shall be 3/4 inch for embedment in concrete and 1/2 inch for all other applications. Electric Metallic Tubing (EMT) shall be galvanized or electro-galvanized. Fittings, couplings, and connectors for EMT raceway systems one (1) inch and smaller shall be steel compression type. For EMT conduit larger than one (1) inch provide steel set screw type fittings. Fittings shall have two (2) screws per fittings for sizes 1-1/4 inches to 2 inches, and shall have four (4) screws per fittings for 2-1/2 inches to 4 inches conduit size. Die cast fittings shall not be permitted.

i. Provide green ground wire in feeders. EMT may be used for feeders and branch circuits run above suspended ceilings or concealed in interior partitions 1/2 inch minimum size. EMT shall not be permitted to be installed in poured concrete slab or walls. Provide IMC or heavy wall (rigid steel) conduit with threaded connections.

j. Conduit systems installed in plenum ceilings shall conform to Code requirements for plenum ceiling installations. Flex conduit may only be used from a junction box to fixtures in runs no greater than fifteen (15) feet.

k. Outlet boxes shall be steel, galvanized, sizes 4 and 4-11/16 inch, with fixture studs, as required. Flush device boxes with metal cover plates shall be finished to match adjacent hardware for concealed use. Flush in floor boxes shall be concrete tight, with case housing and brass cover plates.

l. All conductors shall be soft drawn, annealed copper; #12: solid with single braid; #10 and larger: stranded with at least double braid; type RHW, THW, THHW or THHN for feeders and branch circuits #12 AWG minimum size. Type AF (300 volt insulation) flexible, bunch stranded for remote ballast wiring. On 120 volt circuits longer than one hundred (100) feet from panel to center of load, #10 conductors shall be used. On 277 volt circuits longer than two hundred (200) feet from panel to center of load, #10 conductors shall be used. Aluminum conductors are not permitted.

m. Receptacles shall be of the NEMA grounding type 20 ampere duplex receptacles. waterproof receptacle shall have stainless steel device plate, with PVC gasket cover plate. Floor outlets shall be round, adjustable, watertight, complete with two (2) inch plug-in cover. Provide ground fault circuit interrupter style (GFCI) receptacles in toilet rooms and locations as required by Code.

n. Disconnect switches shall be fused or non-fused heavy duty NEMA type as required by Code, manufactured by Square 'D' or equal, in enclosure suitable for the application. Fusible switches shall be provided with fuse rejection clips where current-limiting fuse style is required.

o. Manual motor starters with overload protection may be used for fractional horsepower motors. Single phase starters shall be Square 'D' or equal. Motor starters shall be provided with overload device in each phase. Magnetic motor starters shall be used for integral horsepower motors. Combination starters, when used, shall contain fusible switches.

p. Transformers shall be dry type (480 volt, 3-phase primary, 120/208 volt, 3 phase, wire secondary, 60 hertz). Insulation class shall be 220°C for transformers larger than 15 KVA, and 185°C or 220°C for transformers 15 KVA and less.

q. Transformers: Only 30 KVA or less may be suspended from Landlord's structure, all transformers larger than 30 KVA must be floor supported.

4. Lighting System

a. Lighting panel-boards shall be of the 3 phase, 4 wire, distributed phasing type with bolt-on circuit breakers. Cabinets shall be constructed of code gauge steel with hinged doors having typed directory cards, and set in frames with transparent covers.

b. Lighting fixtures shall be as follows:
   i. Fluorescent fixtures shall be for either rapid start or slimline lamps with high power factor, energy savings ballast.
   ii. Ballasts shall have “A” sound ratings. Incandescent fixtures shall be as required by Tenant.
   iii. Recessed fixtures shall be UL listed and approved for return air plenum use.
   iv. Preheat and/or trigger start fixtures shall be used only in special applications requiring lamps less than four (4) feet in length.

c. Provide a seven (7) day, calendar type time device for control of the illumination of the Premises storefront, show window, menu board, and sign lighting during required hours designated by Starwood Retail Partners from time to time. Electronic time controllers shall be permitted.

d. Contractors for timer controlled lighting shall be ASCO Bulletin, 920 Series, closed, electrically operated, mechanically held.

5. Communications System

a. Tenant shall use the Telephone/Communication location by Starwood Retail Partners.
b. Tenant shall provide conduit system where required by Code in plenum ceilings.

c. Tenant telephone outlet boxes shall be four (4) inch square minimum with a single device area and telephone plate.

d. Tenant shall make application to the serving telephone company for service and shall comply with their requirements.

e. Tenant shall install telephone wiring from Tenant’s Demised Premises to landlord’s main telephone backboard along the pathway provided by the Landlord. Tenant shall label all telephone wiring in the landlord’s communications line rack in the service corridors every 20 linear feet within the rack.

f. Tenant’s telephone equipment is not permitted in Landlord’s telephone equipment room. Tenant shall furnish a telephone backboard with a 120-volt, 20 amp duplex outlet on a separate circuit within the Tenant’s Demised Premises.

6. Conduits and Wires

- Minimum building wire size shall be #12 AWG, excluding control wiring. All building wiring shall be copper with Type THHN/THWN insulation.

- Panel connected loads within the Tenant's Demised Premises and main feeder conductors (from Landlord switchboard to panel) shall be balanced within plus or minus ten percent (10%) across all phases.

- All conduits shall be concealed in finished areas.

- Minimum conduit shall be one-half inch (1/2”) thick and concealed in slab that shall be three-quarter inch (3/4”). No conduit shall be allowed to be installed in the slab unless absolutely necessary.

- All wiring shall be installed in conduit. Conduit shall be galvanized steel, rigid heavy wall or electrical metallic tubing. Watertight fittings shall be used where required by Code.

- Conduit hangers, clamps, light fixture supports, etc. shall be fastened to bar joists or beams. No attachment or support from any roof deck is allowed. Exposed conduits shall be in straight lines parallel with or at right angles to column lines or beams and separated at least three inches (3”) from water or gas lines, wherever they run alongside or across such lines.

- Flexible metal conduit shall be used only for connections inside casework and as the final connection four feet (4’-0”) maximum length, minimum one-half (1/2”) electrical trade size to recessed fixtures, motors and electrical equipment that may generate vibration through the conduit system.

- Flexible metal conduit shall be used only for connections inside casework and as the final connection four feet (4’-0”) maximum length, minimum one-half (1/2”) electrical trade size to recessed fixtures, motors and electrical equipment that may generate vibration through the conduit system.

- The electrical system serving the Tenant’s Demised Premises shall be grounded in accordance with the latest requirements of the NEC. Step down transformers shall be grounded to the building steel, not the main cold water pipe in the Demised Premises.

- Round fault circuit interrupters shall be installed in branch circuits, where required by Code.

- Prior to making any conduit, pipe or duct-roof penetration and/or positioning any equipment on the roof, all the proposed locations and/or penetrations shall match locations, as indicated on the Landlord approved plans and be approved by Landlord’s on-site representative.

- All roof penetrations made by Tenant’s general contractor shall be subject to Landlord’s approval as to location and construction details. Weatherproofing, of any installation, shall be performed by Landlord’s authorized roofing contractor. Tenant’s general contractor shall pay all costs directly to such roofing contractor.

7. Electrical Panels

- As required, provide lock-on devices on panel circuit breakers for exit and emergency light and fire/smoke alarm system.

- Lighting panel boards shall be of the 3 phase, 4 wire circuit breaker type. Cabinets shall be constructed of code-gauge steel, having not less than four-inch (4”) gutter space on all sides. Doors shall be hinged with keyed cylinder locks and all locks shall be keyed alike. Circuit breakers shall be the thermal magnetic type with molded case with all two (2) and three (3) pole breakers of the common handle type.

- Distribution panels shall be of the convertible type utilizing automatic circuit breakers or fusible disconnect switches that shall be furnished with current limiting fuses. Tenant shall be required to install a main circuit breaker or manual disconnects.

- Lighting panels shall have quick-lag molded case breakers bolted to buss. Half-size or tandem breakers or plug-ins shall not be allowed. Distribution panels shall be either fusible-type (with quick-make, quick break interrupter switches) or molded case breaker type.

- Furnish a complete typewritten identification directory card for all main and branch circuits in the panel door.

8. Misc. Items

- As required by governing codes, furnish self-contained, battery pack emergency lighting and exit signs throughout the Tenant’s Demised Premises. Coordinate with Landlord for specific make and model if required.
9. Drawing Requirements

a. Tenant’s electrical drawings shall consist of, but not limited to, the following:
   i. Electrical floor plan at one-quarter inch (1/4”) scale or larger (for power).
   ii. Reflected ceiling plan at one-quarter inch (1/4”) scale or larger (for lighting).

b. Tenants electrical drawings shall consist of, but not limited to:
   i. General floor plan at one-quarter inch (1/4”) scale or larger.
   ii. Elevations at one eighth inch (1/8”) scale.
   iii. Electrical riser diagram, including type and size of feeders, fuses, disconnect switches and main breakers.
   iv. Electrical panel(s) schedule, including circuit breaker sizes and all connected load calculations.
   v. Lighting fixture schedule, including type, lamps, mounting, wattages, quantities and manufacturers catalog number.
   vi. Fire/Smoke alarm system controls and inter-connections.
   vii. HVAC control schematic details.
   viii. Electrical load summary, including all connected and demand load calculations. Equipment and materials specifications.

10. Drawing Design & Coordination

a. The following items shall be noted on Tenant’s plan, for clarification:
   i. Prior to making any conduit, pipe or duct roof penetration and/or positioning of any equipment on the roof, all the proposed locations and/or penetrations shall match locations as indicated on Landlord-approved plans and approved by Landlord’s construction field coordinator.
   ii. No roof work of any kind can be performed prior to an on-site meeting with the Tenant Construction Coordinator. Any required roof penetrations shall be performed in coordination with Landlord’s roofing contractor, as outlines in HVAC Design and Construction Criteria.
   iii. Tenant’s general contractor shall be required to furnish temporary weatherproofing for all roof penetrations until Landlord’s roofing contractor has made the final patch.
   iv. Tenant’s general contractor shall provide a fire watch whenever any welding is done within the Tenant’s Demised Premises. The person performing the fire watch shall remain in the Tenant’s Demised Premises for at least one (1) hour after the completion of any welding.
   v. All roof and slab penetrations made by Tenant’s general contractor shall conform to Landlord’s standard criteria and shall be subject to Landlord’s approval as to location and construction details. Weatherproofing of any roof penetrations required by Tenant shall be performed by Landlord’s authorized roofing contractor.
   vi. Tenant’s general contractor shall pay all such costs, therefore, directly to such roofing contractor upon their demand. Any failure to follow this procedure, and any damages resulting there from, shall be at the Tenant’s sole cost and expense.
   vii. All pipes penetrating and/or located on the roof shall be painted to match the color of the existing roof.
   viii. Use the appropriate coats of pre-treatment primer prior to the final coat. Final coat of the roof matching color shall be approved by Landlord.

b. Equipment installed in Tenant Premises shall be provided with proper NEMA enclosures suitable for use in location in which the equipment is installed.

c. Tenant’s design shall comply with the Code requirements and local amendments for automatic shut-off of Tenant kitchen equipment power supply (supplies) upon actuation of Tenant’s kitchen hood fire extinguishing system.

d. Conduits, where installed exposed to corrosive atmosphere or high humidity shall be rigid galvanized steel.

6.0 Construction Requirements

6.5 Fire Suppression Design & Construction

Tenant shall provide an automatic fire extinguishing system complying with standard UL 300, Fire Testing of fire Extinguishing Systems for Protection of Restaurant Cooking Areas, NFPA 96 and Building Department requirements. The system shall include, but not be limited to, the following:

1. Surface protection for deep fat fryer, griddle, broiler and range.

2. Automatic devices for shutting down fuel or power supply to the appliances receiving the surface protection. These devices must be of the manual reset type. Gas fired cooking equipment must have a permanent notice posted at the reset device cautioning the operator to shut off the gas at all appliances before resetting the device.
3. A readily accessible means to manually actuate the fire extinguishing equipment shall be provided in a path of exit or egress and shall be clearly identified. This device shall be mechanical and shall not rely on electric power for actuation.

4. In accordance with NFPA Standard 96, the installation and inspection of these systems shall only be made by persons properly trained and qualified by the manufacturer of the system being installed; such inspections shall be performed at least once every six months.

5. Upon activation of this system all cooking equipment must shut down automatically and a signal must be sent to the Landlord’s Fire Alarm System. Verify required sequence of operation for HVAC equipment, hood exhaust fans and make up air units with the fire suppression system manufacturer, the Building Department and the Fire Department.

6. Fire Protection sprinkler System: Provide a complete, hydraulically, calculated, wet pipe fire protection sprinkler system in accordance with Landlord’s Insurance Underwriter, the Building Department and the Landlord’s requirements. The Tenant must use the Landlord’s approved sprinkler main is allowed. The Tenant shall provide a check valve and flow switch at connection. The flow switch shall be connected to Landlord’s Fire Alarm System.

6.6 Smoke/Fire Alarm Design & Construction

1. Landlord’s system is an addressable system to which individual Tenant fire alarm systems are to be interfaced via Landlord’s designated fire alarm contractor. Tenant system components shall be compatible with Landlord’s system. Tenant to provide a self monitored and maintained code compliant system.

2. A fire alarm junction box and take off point for Tenant’s system connection, shall be as located by Landlord.

3. The Tenant shall engage in the services of the Landlord’s designated fire alarm contractor for the installation and connection to the main alarm panel.

4. Smoke and heat detector coverage shall be compatible with the Landlord’s alarm system. Detectors shall be operational before final occupancy.

5. Exhaust hood fire suppression system must send a signal to Landlord’s fire alarm system when activated. Verify signal and connection requirements with the Landlord’s Fire Alarm Contractor.

6.7 MEP/FP Maintenance Requirement

1. Maintenance Agreement: Tenant shall enter into contracts with licensed and insured individuals or contractors that are currently registered to do work in the Village of Chicago Ridge (which contracts shall be kept in full force during the entire term of Tenant’s Lease) for the inspection, cleaning and maintenance of Tenant’s kitchen, including, but not limited to:
   a. The inspection, maintenance and cleaning of all HVAC equipment, make-up air units, exhaust fans, range hoods, grease exhaust ductwork, grease interceptors, and associated equipment related to all of the above.
   b. The inspection, control and extermination of pests and vermin within the Tenant’s space.

2. If, in the sole judgment of Landlord, such services are not being adequately performed or are being performed at intervals unacceptable to Landlord, Landlord may, but shall be under no duty to, arrange for the performance of such services it deems necessary, and all costs and expenses incurred in connection therewith shall be due from and payable forthwith by the Tenant.

3. Tenant is responsible for maintenance, servicing and repair of all Tenant’s equipment and systems, and shall furnish documented evidence of work to the Landlord.

4. Such maintenance, servicing and repair shall be consistent with the manufacturer’s recommendations and the requirements and conditions of any equipment warranties in order that all warranties may continue in effect until warranty expiration. Tenant’s furnishing of maintenance records to the Landlord shall be on an annual basis.

5. Maintenance Equipment: The Tenant is required to contract with a Maintenance Contractor approved by the Landlord for the quarterly inspection and cleaning of the following systems:
   a. Odor exhaust fan
   b. Grease exhaust fan and fan grease trap
   c. Grease guard system
   d. Grease exhaust hood and filters
   e. Grease exhaust duct
   f. Grease interceptor

6. Maintenance Schedule: More frequent inspections and/or cleaning may be required by the Landlord depending on Tenant’s use, results of Tenant’s self-cleaning efforts and/or the Maintenance Contractor’s recommendations, whichever is more stringent.

   a. The Tenant must submit proof to the Landlord that contracts have been executed for the maintenance and repair of these systems.

   b. The Tenant shall keep a maintenance log and support documents from the Maintenance Contractor, including the executed maintenance contract, on-site for inspection by the Landlord and Local Authorities.

7. Tenant shall educate his employees to the problems which can occur by improper disposal of grease in the sanitary waste system. These include: clogged waste lines; fines levied against the Tenant (from sewage authority); and increased maintenance costs.

8. Post ‘NO GREASE’ signs over each plumbing fixture within the food preparation area that is not connected to the grease interceptor.
6.8 MEP Tenant Drawing Criteria

1. General

Tenant’s drawings are to clearly show ALL modifications to existing installation that are required to accommodate the Tenant improvements. Tenant’s drawings shall be prepared and stamped by a Professional Engineer. Unless already existing and in compliance with Landlord’s requirements, Tenant is required to install, upgrade and/or furnish any and all equipment, piping, etc. for Tenant’s mechanical, electrical and plumbing installation, including services.

2. Design

The design, materials and installation shall conform to the best current practice in the respective trades and shall be consistent with good engineering practice, manufacturer’s recommendations, industry technical references and standards.

3. Any modifications or upgrade of existing base building services or construction must receive the prior written approval from the Landlord, prior to drawing submission. Upgrades shall be subject to building capacity and access availability.

4. Restaurant, grill, heat, and odor-producing areas must be designed so as to prevent hear an/or odors from migrating out into the mall, public areas, or other Tenant spaces.

5. Hoods, filters, fire protection equipment and any equipment such as exhaust fans and ducts shall be furnished and installed by Tenant at the Tenant’s expense.

6. Tenant must submit all information pertaining to this section at the same time it submits Preliminary Plans for approval.

7. Utility Company: Tenant may or may not be a customer of the Utility Company, however the design should be executed as if Tenant was acquiring services directly from the Utility Company. Only one connection to the Landlord’s MEP utilities is permitted.
7.0 General Information

7.1 Tenant Submission Process

Architect & Engineer Notification

Within five (5) calendar days of the Tenant signature date of the Lease or earlier if required to make Tenant's commencement date, Tenant shall notify Landlord of the identity of the licensed architect engaged by Tenant for the preparation of the drawings for Tenant’s work. Tenant or Tenant's Architect shall immediately engage mechanical, electrical and sprinkler system engineers (and structural, if required) and notify Landlord of such, as soon as possible. All architects and engineers shall be licensed, as required by the State of Ohio.

Landlord’s Review & Approval

Landlord shall not be responsible for proper engineering, safety and design of facilities or compliance with any applicable governing codes and regulations. Said responsibility is not implied and/or inferred on the part of Landlord when drawing(s) are approved. Landlord's drawing review and approval is only to ensure Tenant complies with Landlord’s criteria. This approval does not relieve Tenant of responsibility for:

- Compliance with lease documents;
- Field verification of dimensions and existing conditions;
- Discrepancies between final drawings and as-built conditions of Tenant's space;
- Coordination with other trades and job conditions and/or;
- Compliance with any and all governing codes and regulations applicable to the Tenant’s work.

On-Site Inspection

During all phases of drawing development and prior to bidding document and/or commencing construction, Tenant is urged to make a physical, on-site inspection of the Tenant Space or facilitate Tenant's Architect and Engineers to do so. This shall allow the Tenant to verify the as-built location conditions and physical dimensions of the Demised Premises and the Final Working Drawings conformance to such. Failure to do so shall be at the risk and sole expense of the Tenant. Tenant's Architect or Tenant's Engineers shall contact the Tenant Coordination Department or Mall Management Office prior to visiting the site. Hard hats, proper footwear and dress may be required for new Mall construction.

Changes After Final CD Approval

Once Landlord has approved your Working Drawings, no changes shall be made to the “Final Construction Drawings” except with the prior written approval of Landlord. Landlord reserves the right to make changes in, on or about the building as may be required. In that situation, the Tenant shall be notified and shall be asked to adjust the “Final Construction Drawings” to accommodate such changes. Tenant Architect shall issue a set of the Approved Working Drawings shall be issued to the Tenant's General Contractor for on site reference.

Submittal Procedure

All sample boards and related documentation shall be submitted for review and approval to:

Starwood Retail Partners Tenant Coordination
1 E. Wacker Drive
Suite 3600
Chicago, IL 60601
t. 312.242.3200
Tenantcoordination@starwoodretail.com

Check with the Tenant Coordination department for submittal requirements for electronic documentation.
Design Development | Preliminary Drawing Submittal

Within fourteen (14) calendar days after the receipt of Final Concept Development Approval from Landlord’s Tenant Coordinator, Tenant (at Tenant’s sole cost and expense) shall cause Tenant’s Architect to coordinate, prepare and deliver the following to Landlord’s Tenant Coordinator, for approval:

1. Sample Board
   One (1) sample board of all storefront and interior materials and colorings. Actual samples shall be included (photos shall not be accepted). Sample Boards shall include but not be limited to the following:
   • Front counter materials
   • Interior wall materials
   • Casework finish materials
   • Graphic/Menu material
   • Signage material
   • Ceiling treatment
   For expediency, it is asked that the Sample Board is identified with the Mall name, store’s name and space number, as well as each individual sample clearly identified.

2. Preliminary Plan Submittal
   A set of preliminary drawings shall be submitted and shall contain architectural plans based on the information in this Tenant Criteria Manual. Said drawings shall be submitted on the following mediums.
   • One (1) complete set of PDF files at full print size.
   • One (1) color digital rendering of Tenant proposed storefront design.

Design drawings shall clearly express Tenant’s design intent and include the following:
   • Floor plan
   • Ceiling plan
   • Front counter elevations
   • Section
   • Interior elevations
   • Equipment plan

NOTE: Tenant covenants and agrees that such preliminary drawings shall be prepared in strict accordance with this Exhibit B-1 Tenant Criteria Manual and/or any addendum.

Landlord shall notify Tenant’s Architect of the matters, if any, in that the preliminary plans require corrections to meet with Landlord’s approval.

Immediately upon receipt of such notice from Landlord, Tenant or Tenant’s Architect agrees to cause the preliminary drawings to be revised in such a manner as shall obtain Landlord’s approval and shall submit revised preliminary drawings to Landlord before final drawings are submitted.

When Landlord determines that the preliminary drawings are in compliance with the design criteria, Landlord shall return one (1) set of electronically stamped PDF formatted computer file drawings, with comments, showing Starwood’s approval. The stamped Landlord approved preliminary drawings or the revised preliminary drawings shall be referred to as the “Preliminary Plans.”
Construction Documents | Final Drawing Submittal

Within twenty-one (21) calendar days after the return of the Landlord reviewed Preliminary Plans (or less as required to meet Tenant’s commencement date) Tenant (at Tenant’s sole cost and expense) shall cause Tenant’s Architect to coordinate, prepare and deliver to Starwood’s Tenant Coordinator:

• One (1) complete set of PDF files at full size. Architectural, electrical, mechanical, plumbing, signage and sprinkler system drawings and specifications shall be included. Such plans shall be prepared in conformity with the Preliminary Plans and in strict accordance with this Tenant Criteria Manual and Tenant’s design and construction requirements.

Working Drawings shall consist of, but not be limited to, the following (at minimum scales indicated):

• Completed “Tenant Improvement Checklist”
• Site Plan
• Vicinity Map
• Key Plan with location of Tenant’s Demised premises within the Mall, incl. space number
• Responsibility Schedule
• Floor Plan
• Longitudinal and cross sections
• Reflected ceiling plan at
• Front counter elevations at
• Sections
• Details
• Interior finish and door schedule
• Interior Elevations
• Shop drawings for signs and menu boards, including a section through the sign
• Equipment Plan
• Restroom Plan & Details confirming ADA compliance
• Construction Shop Drawings or catalogue cut sheets for equipment
• Plumbing Plans (see Plumbing Section)
• Electrical Plans (see Electrical Section).
• Mechanical Plans (see Mechanical Section)
• Code Analysis
• Egress Plan
• Wall Schedule

NOTE: Landlord shall notify Tenant’s Architect of corrections, if any, regarding construction drawings and specifications which require corrections to conform to the preliminary drawings, construction requirements, this Tenant Criteria Manual and/or other items as may be deemed relevant by Starwood’s Tenant Coordinator.

Within ten (10) days after receipt of such notice from Landlord, Tenant or Tenant’s Architect shall revise final drawings in such a manner, as required, to obtain Landlord’s approval. At that time, one (1) complete set of PDF files at full size.

When Landlord determines that the construction drawings and specifications conform to all relevant criteria, Landlord shall electronically stamp one (1) copy of said plans, thereby evidencing the approval of Landlord. One (1) copy of said Electronically Stamped Final Drawings shall then be returned to Tenant and/or Tenant’s Architect by Landlord.

This approval is contingent upon Tenant’s requirement to follow all Landlord comments noted within the final drawings. The construction drawings and specifications or the revised final drawings and specifications shall be referred to as the “Final Construction Drawings”.

A set of the Landlord Approved drawings or Final Construction Drawings reflecting all Landlord comments must be on site at all times. The tenant shall be responsible for bidding & building to the Landlord comments.
Signage Shop Drawing Submittal

Tenant shall electronically submit:
A. One (1) set of PDF formatted copy of the proposed signage during the preliminary phase, showing location, color, materials and attachment devices.

Upon approval, Tenant shall furnish Landlord with one (1) set of PDF formatted copy of shop drawings, including color and materials samples prior to fabrication.

Shop drawings for signage and/or menu boards shall include the following criteria:
- Elevation of signage
- Plan of signage
- Section through signage
- Detail of all attachments

Resubmittals

In event that any drawing submittal requires revisions and a resubmittal, Tenant shall, within ten (10) calendar days (or less as required to meet Tenant’s commencement date), revise and resubmit to Landlord. Once Tenant drawings are approved, no changes shall be made unless approved by Landlord in writing.

Default

If Tenant fails to adequately perform any of the following items, Landlord may, at any time thereafter, give Tenant notice that Tenant is in default of its lease. Such notice will describe the nature of the Tenant’s default and will specify a date after the giving of such notice by which such default must be cured. Unless prior to such date Tenant makes the required submissions, Tenant will be deemed incur-ably in default of this lease and Landlord will be entitled to all remedies specified in the lease:

- Submit to Landlord preliminary plans and final working drawings and specifications.
- Submit to Landlord final approved sprinkler shop and fire alarm drawings and specifications.
- Present a full set of final working drawings approved by the Landlord and endorsed with the approval stamp and permit number of the Building Department to Landlord’s Tenant Construction Superintendent, before commencement of construction.
- Cause Tenant’s space to be built strictly in accordance with the final set of Landlord’s approved plans.
7.2 Codes & Jurisdiction

Please contact the local building department for the latest code versions.

It is the sole responsibility of the Tenant's Architect, Engineer(s) and Contractor(s) to comply with all applicable federal, state, local codes and ordinances for their occupancy type.

Note: Prior to the commencement of construction, building and other permits shall be obtained by Tenant and posted in a prominent place within the premises. All Tenant improvements must comply with governing building codes in effect at the time the application for the building permit is submitted. The Tenant is required to determine the jurisdiction and comply with all applicable code requirements. The Tenant shall secure their own building permits. All Tenants involved in food sales or service shall submit plans for review and approval by the local health department.

Base Building Information

Building Address: Westland Mall
1675 West 49th St.
Hialeah, FL 33012
Tel. 305-823-9310

Construction Type
Existing Mall Building: TYPE 2-B Fully Sprinklered

Occupancy Type
Primary Occupancy: Group M (Mercantile)
Restaurant: Group A3 (Assembly >300 persons, without a stage)
Kitchen: Group F-1
Office: Group B
Storage: Group S-1
7.3 Project Directory

LANDLORD'S COORDINATING STAFF

LANDLORD
Starwood Retail Partners Tenant Coordination
1 E. Wacker Drive
Suite 3600
Chicago, IL 60601
t. 312.242.3200
Tenantcoordination@starwoodretail.com

MALL MANAGEMENT
Westland Mall
1675 West 49th St.
Hialeah, FL 33012
Tel. 305-823-9310