



Welcome
Y'all!

MLB CAPITAL
PARTNERS

NEW TENANT INFORMATION PACKET

Last Revised: April 20, 2023



TABLE OF CONTENTS

SECTION 1:	CONTACT SHEET	3
SECTION 2:	MARKET MAP	4
SECTION 3:	INTRODUCTION	5
SECTION 4:	GLOSSARY	7
SECTION 5:	STOREFRONT CRITERA	11
SECTION 6:	AWNINGS & CANOPIES	16
SECTION 7:	SIGNAGE	19
SECTION 8:	OUTDOOR DISPLAYS & DINING	34
SECTION 9:	STORE INTERIORS	39
SECTION 10:	DRAWING & SUBMITTAL REQS	46
SECTION 11:	CONTRACTING & CONSTRUCTION	50



michaelcraftonline.com



CONTACT SHEET

TENANT IMPROVEMENTS

- *MEP Engineer, Boxx Group, LLC*
- **Contact:** Keith Boxx
- **Office Number:** 713-961-2699
- **Cell Number:** 713-557-2699
- **Email:** keith@boxxgroup.com

PERMIT & DESIGN CONSULTANT

- *Parker Project Management*
- **Contact:** Leo Parker
- **Cell Number:** 281-850-4242
- **Email:** lparker@parkerproject.net

PROPERTY MANAGER

- *MLB Capital Partners*
- **Contact:** Kevin Kleb
- **Office Number:** 713-862-8866
- **Email:** kkleb@mlbcapitalpartners

ASSISTANT PROPERTY MANAGER

- *MLB Capital Partners*
- **Contact:** Joe Perez (Habla Español)
- **Office Number:** 713-862-8866

BILLING

- *MLB Capital Partners*
- **Contact:** Marie Ndiaye
- **Office Phone:** 713-588-0165
- **Email:** mndiaye@mlbcapitalpartners.com

MARKETING

- *MLB Capital Partners*
- **Contact:** Lily Aguilar
- **Office Number:** 713-588-0149
- **Email:** laguilar@mlbcapitalpartners.com

JANITORIAL

- *DTK Facility Services, LLC*
- **Contact:** Susy Huerta
- **Office Number:** 713-463-7878
- **Email:** shuerta@dtkinc.com

SECURITY

- *Allied Universal Security Services*
- **Contact:** Kenneth Smith
- **Office Number:** 346-633-8297
- **Email:** kenneth.smith@aus.com

LOCKSMITH

- *Acme Architectural Hardware, Inc.*
- **Office Number:** 713-263-1010

SIGNAGE

- *Signature Aspen*
- **Contact:** Colton Carroll
- **Office Number:** 713-498-2053
- **Email:** ccarroll@SignatureAspen.com

LEASING

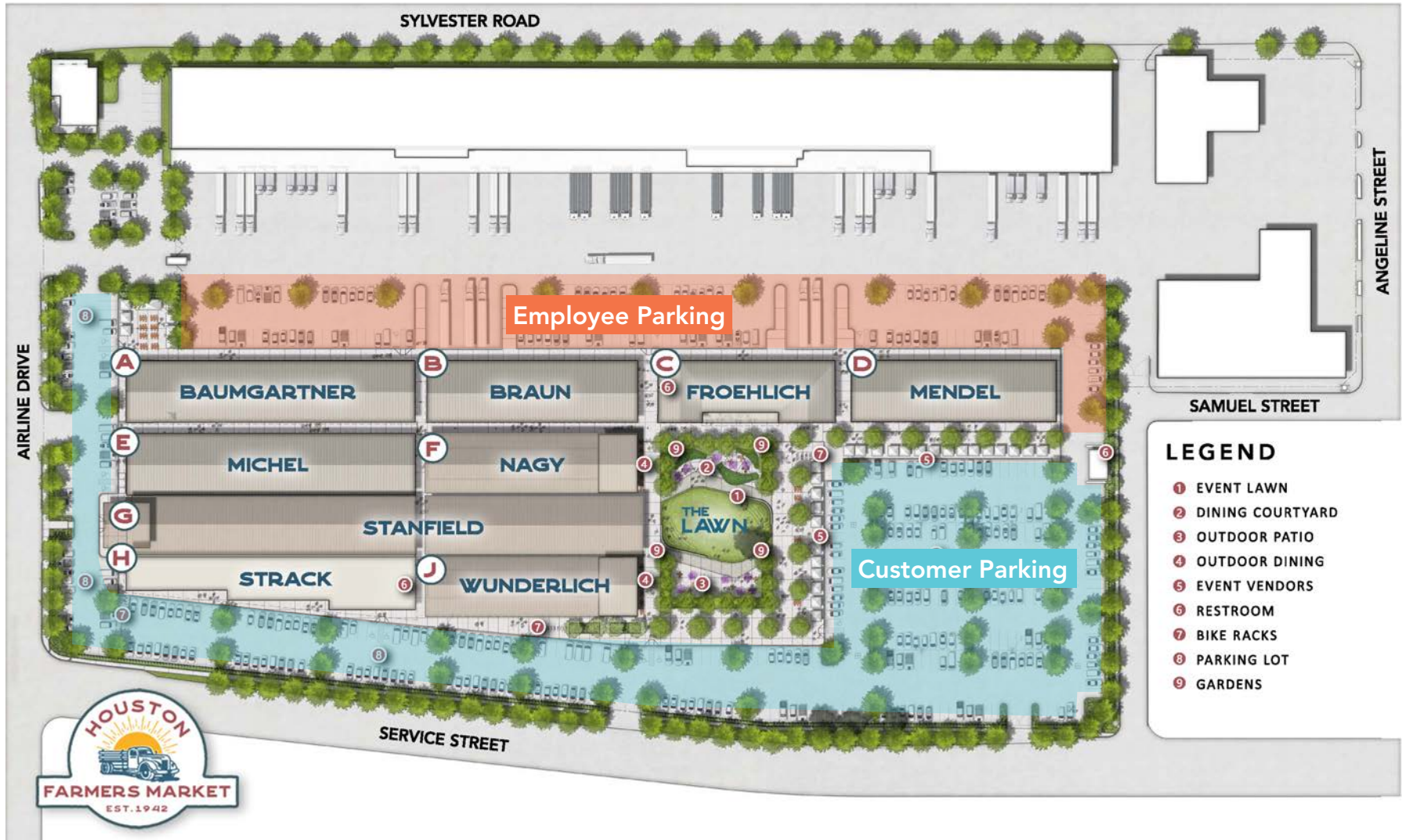
- *MLB Commercial Real Estate*
- **Contact:** Faith Pate
- **Office Number:** 713-324-9705
- **Email:** fpate@mlbcre.com

EVENTS

- *MLB Capital Partners*
- **Contact:** Brooklen Butler
- **Office Number:** 713-324-9707
- **Email:** bbutler@mlbcapitalpartners.com



MARKET MAP



*Please reference the building you are located in as the name it appears on the map. For example, if you are in Building A, reference your location as the "Baumgartner Building".



INTRODUCTION

A. THE HOUSTON FARMERS MARKET

It all began in 1937 when a group of Houston area farmers was frustrated with the selling conditions at local farmers markets. Out-performed by “speculators” (non-farming produce vendors), a group organized and created the Farmers Protective Association, the predecessor to the Farmers Market Co-operative Association (FMCA). In 1942, the 9 members of the board organized and formed the FMCA, and with the aid of many other local farmers, purchased the original 9.5 acres of land to build and operate their own farmers market on - the Houston Farmers Market.

For the next 80 years, nearly 9 more acres were acquired, buildings were erected as demand for space increased, and the FMCA was reorganized into a business corporation, the Farmers Marketing Association of Houston, Texas (FMA). In 2017, MLB Capital Partners purchased the Houston Farmers Market from the FMA, and began plans to redevelop the site into a destination restaurant and retail space, while honoring the roots of the Market’s long-standing merchants and history. Many trials were faced during the redevelopment, such as flooding from Hurricane Harvey, and COVID-19, among others. Fast forward to 2021, construction on the revitalized Houston Farmers Market is now complete and the new facilities are open for operations.

MLB Capital Partners is transforming the 18-acre Market into a destination retail and dining experience offering more diversified products, renovated facilities, and full service and fast-casual dining.

The Houston Farmers Market will host a wide array of Tenants

that will reflect the uniqueness and diversity of Houston. More than your typical farmers market, find everything from your weekly produce to chef-driven meals and retail shopping at the Houston Farmers Market.

B. PROPERTY INFORMATION

Programming

A full program of both habitual activities and specialty events will be provided in the Houston Farmers Market. Daytime programs, evening concerts, movies on the Lawn, and seasonal festivals will make it Houston’s most exciting experiential retail destination.

Parking

The location and layout of parking areas within the Houston Farmers Market’s master plan are based on convenience, pedestrian flow, and aesthetics. Ample parking is within the property; with direct links to plazas and sidewalks, public restrooms, and ATMs assure a hospitality-oriented experience for shoppers. Security and professional management of the public realm assures a safe environment in which families are comfortable to roam about.





INTRODUCTION

Tenant and employee parking is located on the north side of the Market's property. All Tenants and employees of Tenants are required to use this parking in order to leave customer parking available. Please refer to the map on page 4 to see Tenant vs Customer parking. Employee and Tenant parking is indicated in orange, and customer parking is indicated in blue.

C. ABOUT MLB CAPITAL PARTNERS

MLB Capital Partners is a Houston-based private investment company that specializes in commercial real estate, development, and hospitality investments. Helmed by Todd Mason, Jeff Lindenberger and Fred Baca, MLB Capital Partners uses their combined 80 years of real estate and investment experience to discover and add value to commercial properties. The target deal size is "under the radar" of institutional investors, but too large for most individual buyers.

MLB Capital Partners' overall focus is on long-term results, while also insisting on appropriate cash on cash returns for investors. It is not a question of long-term versus short-term, but rather a balance of constant returns combined with an appreciation of the asset overtime. This is achieved through diligent investments that are responsibly developed and managed to their full potential. The investment philosophy is driven by quality not quantity.

D. THE HANDBOOK PURPOSE

This Retail Tenant Handbook is intended to establish base standards for the design and construction of vendor stalls, retail stores, and restaurants within the Farmers Market. Creative interpretation of these standards and well-designed individual expressions of Tenant identity are encouraged. Tenants should imaginatively explore the unique aspects of their business and

how they translate into a unique storefront treatment and comprehensive store design.

Tenants are encouraged to creatively adapt their typical designs to meet the specific requirements of these standards. Design concepts that appear to fall outside the standards, but are of exceptional design quality and creativity and add to the character of the overall Market will be considered.

The Landlord is the administrator of the standards established by this Handbook and shall be the final aesthetic arbiter. All designs must be specifically approved by the Landlord, and this Handbook contains a description of the submittal/review/approval process. Every store will be reviewed on an individual basis to ensure creative design solutions. This Handbook has been assembled to provide you, the Tenant, with suggestions, guidelines, and requirements for your design submission.

It will be made an exhibit to each lease and is therefore, an integral part of the lease agreement. It is not meant to contradict nor replace any code requirements. It is the responsibility of the Tenant and its architect, engineer, and contractor to comply with all applicable federal/state/local codes, regulations, and guidelines.

The Houston Farmers Market and the requirements of this Handbook have been designed to offer you a great degree of flexibility in the planning of your space and to maximize your success



GLOSSARY

A. GLOSSARY OF TERMS

Awning: An architectural projection attached to the exterior wall of a building that provides weather protection, identity, or decoration and is entirely supported by the building to which it is attached. Awnings are typically composed of a metal size or fabric that is stretched tightly over a light metal structure. **Awning Valance:** The short vertical face that is below the sloped portion of a typical awning and is parallel to the building wall.

Canopy: An architectural projection attached to the exterior wall of a building that provides weather protection, identity, or decoration and is supported by the building to which it is attached and/or a ground mounting. Canopies are typically composed of a more substantial and permanent structure than awnings, and may be made of glass, metal, or fabric.

Canopy Fascia: The vertical faces on the front and sides of a canopy upon which signs may be located.

Frieze/Sign Band: The portion of a building façade that is typically just above the storefront openings.

Illumination, Channel Letter: The illumination of a sign by using individual letters made with an open or translucent face that is illuminated by light source inside a u-shaped metal channel. **Illumination**

Exposed Incandescent Bulb: The illumination of a sign by incandescent bulbs (or L.E.D.s that resemble incandescent bulbs) that are mounted directly to the face of the sign.

Illumination, External: The illumination of a sign by projecting

light onto the face of the sign from a light source located outside of the sign, such as “gooseneck” lamps.

Illumination, Halo: The illumination of a sign by projecting light behind an opaque letter which results in a silhouette or the appearance of a ring of light around the letter

Illumination, Internal: The illumination of a sign by projecting light on a translucent panel or translucent letters from a light source inside a sign cabinet.

Illumination, Exposed Neon Tube: The illumination of a sign by neon tubes which are mounted directly to the face of a sign.

Illumination, Reverse Channel: The illumination of a sign by using individual channel letters with the open face on the back side of the sign, a method of halo illumination.

Premises: The leased retail floor area as depicted in the L.O.D. Also referred to as the store interior.

Outdoor Dining Area: An area of sidewalk or paving directly adjacent to a restaurant or foodservice Tenant to be provided with tables and seating by the Tenant and used by the Tenant’s customers for the consumption of food or beverages sold by the Tenant.



GLOSSARY

Sign Area to Frontage Ratio: The ratio of total permitted area of permanent signs for a Tenant per linear foot of Tenant frontage.

Sign, Awning: A sign located on or attached to an awning.

Sign, Canopy: A sign located on or attached to a canopy.

Sign, Banner: A sign made of a flexible material such as cloth, vinyl, nylon, plastic, or canvas, bearing an image, logo, or text; usually hanging perpendicular to the storefront on projecting brackets.

Sign, Blade: A sign oriented perpendicular to the face of the building which projects more than 8" but less than 24" beyond the surface of the building or structure to which it is affixed and is supported by a bracket at its top surface.

Sign, Neon: A luminous-tube sign that contains neon or other inert gases at a low pressure. Applying a voltage makes the gas glow brightly. They are produced by the craft of bending glass tubing into shapes. Tubes internally lit by LED sources that simulate the appearance of glowing neon gas are also considered Neon Signs.

Sign, Projecting: A sign oriented perpendicular to the face of the building which projects more than 24" but less than 42" beyond the surface of the building or structure to which it is affixed and is supported along its building-facing edge.

Sign, Sandwich board: A portable temporary sign set up on the sidewalk adjacent to a restaurant or foodservice Tenant advertising that business's day, season, or special offerings. They are typically composed of two panels of equal size, which

are hinged at the top and unfold so as to be self supporting.

Sign, Message Board (manual): A sign comprised of non-permanent letters, numerals, or symbols, which allows change of sign message by adding, removing, or rearranging said letters, numerals, or symbols.

Sign, Message Board (electronic): A sign that uses alternating electronic data control components to display changing messages.

Sign, Permanent: Any sign that is constructed of durable materials and intended for permanent display within a Tenant's storefront area or for a period of more than ninety (90) consecutive days.

Sign, Temporary: Any sign temporarily displayed within a Tenant's storefront area for no more than ninety (90) consecutive days.

Sign, Umbrella: A sign located on the fabric of an umbrella used in an Outdoor Seating Area.

Sign, Wall: A sign mounted on and parallel to a building wall.

Sign, Window: A sign applied directly to the window glass or mounted or suspended directly behind a window, and is intended to be viewed from the exterior of the storefront.



GLOSSARY

Storefront: The area of exterior building façade with street or plaza frontage that is occupied by a Tenant. Typically the storefront area will be contained within the linear frontage of a Tenant's space up to the horizontal band course that separates the ground floor from the upper stories of a building. The storefront specific to each Tenant's location shall be defined by the lease.

Storefront Base: The portion of a storefront that meets the ground and lifts the display windows to a more visible level while protecting them from damage and weathering.

Store Interior: The leased premises. The area occupied by a Tenant within the building enclosure, including the Entry and Display Zone.

Window Area: Any window pane or group of panes contained entirely within glazing separators (mullions, piers, columns, etc.) of one and one quarter inches (1 ¼") or greater in width. Multiple window panes divided by glazing separators less than one and one quarter inches (1 ¼") in width shall be considered to be a single window.

Windows, Display: The large windows in a storefront at the pedestrian level that allow views into the store or window display area, and behind which Tenants may display their goods.

Windows, Transom: The band of windows above display windows and doors that provide additional transparency to the storefront and allow additional daylight deeper into the store.





STOREFRONT CRITERIA

A. STOREFRONT PRINCIPLES

Retail storefronts are one of the most highly visible components of an urban, pedestrian streetscape. While originality and variety in storefront designs are encouraged, a Tenant's storefront should also work with the architecture of the larger building and those of its neighbors, add to the overall character of the shopping district, and attract customers. The most successful storefronts are those that:

- Maximize visibility into the store and the appeal of the product
- Introduce and communicate the Tenant's unique identity and style
- Contribute to a lively and distinctive pedestrian experience
- Enhance the overall business district's integrity and identity

Basic categories of storefront relationship to building architecture:

Type 1- Integrated Retail

In this category, the storefront is seamlessly incorporated into and determined by the building's framework. Storefront components are identical in each building bay and they are part of the overall façade design. Tenant individuality is expressed primarily by signage.

Type 2- Common Expression Retail

The limits of storefronts are defined within the building's structural bays and often use a similar architectural language, but individual Tenant "trade dress" can be expressed in storefront framing profiles, materials, color, details, awnings, and signage.

Type 3- Autonomous Retail

Here the retail base of each store is read independently, and there's often a change in plane at the street level from the building above. Sometimes referred to in design slang as "chicklets," autonomous storefronts allow for, and almost demand, individual Tenant identity.



Type 1: Integrated Retail



Type 2: Common Expression Retail



Type 3: Autonomous Retail



STOREFRONT CRITERIA

Within the Houston Farmers Market, all three categories will be present and are desired..

B. WITHIN LANDLORD'S STOREFRONT DESIGN (TYPE 1 LOCATIONS)

In Type 1- Integrated Retail areas, Tenants shall adopt the Landlord's "base building storefront," constructed by the Landlord at the Landlord's expense. These have been designed with many possible door locations so that Tenants have the ability to locate their doors as desired within the overall building design.

C. OPTION FOR TENANT-DESIGNED STOREFRONTS (TYPE 2 LOCATIONS)

In Type 2- Common Expression areas, Tenants may adopt and construct at their expense the Landlord's "base building storefront" design (pre-approved designs provided by the Landlord for each specific location). But Tenants are also encouraged to consider providing their own distinctive storefront within the architectural openings of the building design and constructed at their expense to lend an authentic variety to the street and more specifically address that Tenant's identity via the use of "trade dress" components.

A Tenant's distinctive storefront may provide such features as entrances that are recessed from the primary building wall and outdoor dining areas within the overhang of the building. The majority of the space at the Houston Farmers Market is this type of building

D. TENANT-DESIGNED STOREFRONTS (TYPE 3 LOCATIONS)

In Type 3- Autonomous Retail areas, Tenants are strongly encouraged to provide their own distinctive storefront design, constructing an entirely different storefront to provide an exceptionally unique storefront identity. The open-air pavilions generally fall within this description.

All Tenant-designed storefronts should respond to the specific conditions of each location, and all designs (or modifications of the "base building storefront") must be compatible with the architecture of the building façade and incorporate any mechanical obligations of the frontage (ventilation grilles, hose bibs, standpipe connections, and the like). They shall conform to the requirements of this Handbook, including Landlord review and approval.

Tenants are encouraged to be creative. The Landlord seeks a level of storefront design that is commensurate with the Tenant's commitment to display quality and the project's overall high standards.





STOREFRONT CRITERIA

E. STOREFRONT COMPONENTS

While there will be a variety of buildings of different styles and many different storefront conditions at the Houston Farmers Market, storefronts are typically composed of a few basic components that work in unison. These basic components include a storefront entrance, a storefront base, display windows, and a /sign band/awning zone.

Storefronts are generally bordered by building piers that separate adjacent storefront bays and by a building frieze. These form a building opening for the storefront. While the piers may be used for mounting a Tenant's Blade Sign or Projecting Sign and the frieze may be used for mounting certain types of a Tenant's Permanent Wall Sign (see Section 7), both the piers and the frieze are often part of the overall building architecture and are not a part of the storefront. In some cases a particular storefront area will have only one "base building" pier, or may have no building piers. In such cases, the Tenant's storefront shall be designed to contain elements that clearly separate it from the adjacent storefronts.

Each Tenant's specific storefront area within the building opening (or storefront areas within multiple building openings) will be defined by an exhibit to the lease. Please review this exhibit to fully understand the Tenant's storefront area and the specific nature of the adjacent construction.

Storefront Framing

Residential windows and overly simple and clear-anodized aluminum storefront framing are prohibited (complex colored aluminum shapes are permitted). In general, the Tenant-designed storefront should be equal to or better than the base

building storefront that it replaces. Plain two-dimensional storefronts are also generally discouraged. Storefronts should have depth and visual interest. The incorporation of specific "trade dress" components such as a signature color, mullion profile, or door style is allowed; although unless specifically provided for in the lease, heavily thematic elements will be restricted to display areas behind the lease line and to an architectural surround at the store's main entrance.

Extent of Glass

Fully glazed storefronts should have the minimum possible bottom rail or base; less than 18" above the sidewalk is preferred, more than 48 " above the sidewalk is prohibited. Storefronts should also contain glazing over the maximum possible width of the store. Opaque elements wider than normal mullions, frames, columns, and the like will be permitted only if they do not detract from the vitality of the street nor merge with other masonry building elements at the sides of the store to produce wide areas of opaque wall. In no cases shall opaque surfaces occupy over 20% of the storefront area.

Extent of Doors

Tenants must typically provide out-swinging doors at the storefront. These doors must not project more than 36" beyond adjacent storefront construction while opening. Tenants with one storefront elevation may have one entry; usually a 3'-0" wide single leaf door or a 6'-0" wide double leaf door. Tenants with more than one distinct storefront elevation may have an entry in



STOREFRONT CRITERIA

Storefront Construction

The dead load of the Tenant-designed storefront shall be structurally independent of the shell of the building, although it may be attached to the building opening in order to achieve lateral support. The methods of attachment shall be detailed in the storefront design submission, and shall not permanently damage the building opening. The joint between the storefront and the building opening shall be caulked with sealant of a color and type compatible with the building. Sealant colored to match the Tenant's glazing systems may not be acceptable.

Sidewalk Paving

On the ground plane, Tenants are permitted to incorporate distinctive paving in any recessed areas created behind the lease line (usually at entries). Decorative cast metal, tile, terrazzo, stone, or similar materials may be used. Paving inserts may be used directly in front of the entry to create a "doormat" that can reinforce the Tenant's brand image while harmonizing with the surrounding context. If text is incorporated in such inlays, it will not be counted against the allowed signage area. Paving surfaces and/or inlays shall be durable, cleanly installed flush with the adjacent paving, and present no trip hazard or accessibility barrier. The Landlord will approve paving and inlays at their sole discretion.

Exterior Storefront Lighting

Creative lighting design can dramatically enhance storefront appeal, create a greater sense of security, and promote businesses in the evening hours. However, exterior storefront lighting (aside from sign illumination) should be used sparingly and selectively, and should be carefully coordinated with street lighting and building illumination provided by the

Landlord. In general, any lighting should be mounted to and be a coordinated part of the Tenant-designed storefront, and should not be mounted to the architectural building surround.

- All illumination of the exterior storefront must be on circuits separate from the store interior and must be controlled by a programmable time clock set to times mandated by the Landlord.
- Flashing, pulsating, or moving lights, or lights that cause significant glare shall not be permitted.
- Installing fixtures in ways that cause significant damage to the facade material shall not be permitted.

Note that codes usually require emergency lighting to be located at the exterior of all required exit doors sufficient to provide one footcandle of light on the sidewalk surface. Since most storefront entry doors will be required to function as egress doors, the Tenant should provide such lighting as part of the general storefront lighting scheme. Tenants are encouraged to incorporate the emergency light into awnings or canopies, or to provide at least one of their proposed decorative light fixtures on an emergency circuit.



STOREFRONT CRITERIA

F. PERMITTED MATERIALS

The use of durable, high quality, low maintenance, weather and tamper-resistant, time-tested materials and techniques is required in the design and fabrication of storefronts. Permitted storefront materials include:

- Glass
- Art glass, stained glass, antique glass (when used as accents on less than 30% of the glazing)
- Metal; including steel, stainless steel, bronze, copper, painted or chrome finished aluminum, and properly finished wood.
- Tile and stone
- Plaster and cement
- Cast materials such as FRP, GFRG, GFRC
- Door hardware of premium quality solid body bronze, brass, or stainless steel, stone or solid bronze or stainless steel thresholds.

G. PROHIBITED MATERIALS

Shoddy materials or those with short life spans or high maintenance requirements are not allowed, nor are details that are easily damaged. Prohibited storefront materials include:

- Concrete masonry units
- Galvanized, untreated, or corrugated metal
- EIFS
- Corrugated plastics or translucent fiberglass
- Scored or stained plywood or similar residential siding materials
- Aluminum or vinyl siding
- Painted or unpainted gypsum board or cement board
- Plastic Laminates

- Wallpaper, vinyl wallcoverings, PVC
- Carpet or fabric, rattan or thatch
- Door hardware of poor quality, painted or anodized aluminum hardware, aluminum or plastic thresholds



Properly finished wood and glass storefront design



AWNINGS & CANOPIES

A. AWNING AND CANOPY PRINCIPALS

A Tenant may install awnings or canopies at the storefront as decorative and protective design elements. Awnings and canopies may be used to call attention to store entrances, to reinforce the brand, and to provide additional signage locations at the storefront. They are particularly useful for shielding windows, outdoor seating areas, and entrances from the weather or heavy sunlight exposure. Awnings and canopies can be used to effectively enhance a storefront by adding dimensional interest, color, pattern, and texture. The placement of awnings and canopies should coordinate with the architectural design of the storefront and building facade, and should not create a visual barrier to adjacent Tenant storefronts.

Awnings and canopies must be approved by the Landlord prior to fabrication. The Tenant may be required to submit designs to the Landlord's structural engineer for review and approval at the Tenant's expense. Any work attaching structures to the exterior of the building or to an existing storefront must be coordinated with the Landlord.

B. AWNING STANDARDS

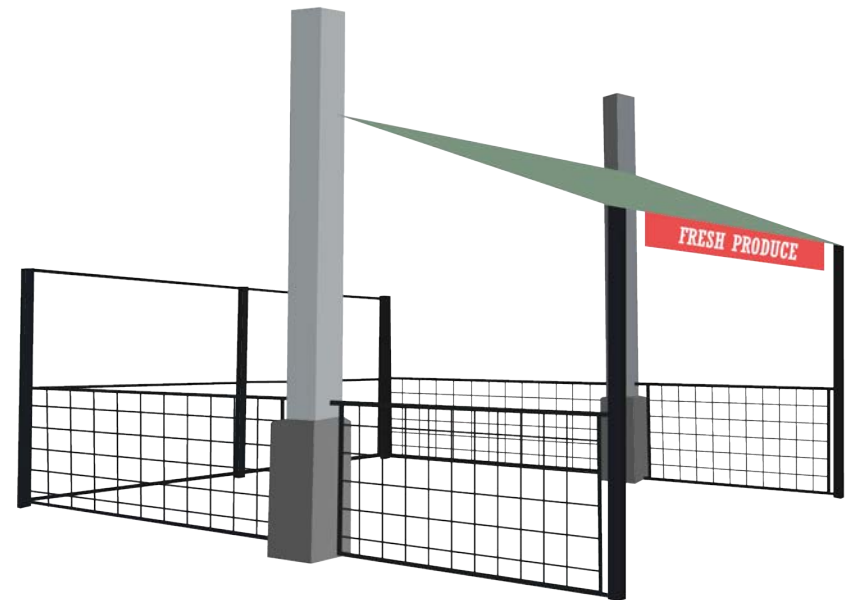
Awnings may be located above storefront windows, entrances, and outdoor seating areas and will generally occupy the transom window/sign band/awning zone.

Awnings shall be composed of an exterior grade fabric such as canvas or vinyl and be internally supported by a lightweight metal structure that is attached to and supported by the storefront structure or a building wall.

Signs may be incorporated into the design of an awning according to the standards (see Section 7).

Portions of the metal structure that are not completely concealed by the fabric shall be decorative in nature, with distinctive profiles, shapes, colors, or finishes.

No portion of an awning shall be less than eight feet (8') above the sidewalk over which it projects. Awnings nine feet (9') or more above the sidewalk are preferred.



Example of awning extending over an open-air market stall



AWNINGS & CANOPIES

The color and materials of the awning must be appropriate to the type of establishment and coordinated with the Tenant's signage. The Landlord reserves the right to reject colors that clash with the architecture or the awnings of neighbors, regardless of a trademark.

The shape of the awning should coordinate with the shape of the architectural building opening.

Traditional awnings with a primary sloped face, with or without a valance are encouraged. Creative use of other awning types may be permitted in the interest of variety.

Awnings with open sides are encouraged. Awnings with full side returns may be permitted. Full bottom returns are not permitted.

Retractable awnings are typically not permitted, but may be considered under specific circumstances (such as at large outdoor dining locations and on the open-air pavilions) provided that the mechanical device is concealed.

Supplemental down lighting may be provided beneath awnings or canopies that extend four feet (4') or more from the face of the building to provide adequate illumination of the pedestrian walking surface or outdoor dining area.

Backlit or internally illuminated awnings are not permitted. Lights that shine onto the outer surface of the awning may be permitted.

Larger fabric-covered structures with ground supports and

extending beyond six feet (6') from the building wall are considered to be canopies.



Awning with signage along valance



Awning with signage on sloped face



Canopy vs Awning



AWNINGS & CANOPIES

C. CANOPY STANDARDS

Canopies may be located above storefront windows, entrances, and outdoor seating areas. A single store may have no more than one canopy on each street frontage.

Canopies may have a more substantial structure than awnings, but their structure should be less substantial than that of the building to which they are attached.

Canopies are permitted to be attached to and supported by the storefront structure or a building wall, as well as ground supports.

Signs may be incorporated into the design of a canopy according to the standards (see Section 7).

The color and materials of the canopy must be appropriate to the type of establishment and coordinate with the building facade and Tenant's signage.

No portion of any canopy, except ground supports, shall be less than eight feet (8') above the sidewalk over which it projects. Canopies nine feet (9') or more above the sidewalk are preferred.

No portion of any canopy may project closer than one foot (1') to the edge of the sidewalk (defined as the sidewalk face of curb) over which it projects.





SIGNAGE

A. SIGNAGE PRINCIPLES

Tenants are encouraged to provide individually designed signage that is unique to their establishment. Variety in sign types is encouraged, and signs should convey the distinct brand identity of each individual store. Within the Houston Farmers Market, the sidewalks are designed to provide for slower traffic and a pedestrian-friendly environment and therefore the signs should engage shoppers appropriately; over-scaled commercial signs are not necessary. Signage should be designed to complement the storefront and building facade as well as the character of the overall market. Open-Air Market signs must be created by the Tenant. Aspen Signature has several pre-approved sign boards to choose from that the Tenant can submit their art to, or the Tenant may have their own sign professionally created, provided the Landlord's approval.

For signage options, please reach directly out to Aspen Signature (see page 3 for contact information).

Colors on signs should be appropriate to the business, and may employ brand identification colors as long as those colors are not garish or clash with the dominant colors of the building facade or adjacent Tenants. For legibility, contrasting colors should be used between the color of the background and the letters or symbols used. Light letters on a dark background or dark letters on a light background are most legible. Too many colors can confuse the message of a sign and should be avoided.

Signs materials, including framing and supports, shall be representative of the high quality of design in the materials, finishes, and details established in all parts of the project. Materials for all signs shall be durable and capable of

withstanding weathering over the life of the sign with reasonable maintenance. The size of structural members and supports shall be proportional to the sign panel they are supporting. All signs shall be designed, fabricated, and installed by signage professionals. They shall be fabricated from shop drawings approved by the Landlord, and shall not bear any visible manufacturer marks, labels, or nameplates.



308 U



704 U



116 U



371 U

Houston Farmers Market sign colors for Open-Air Market Tenants



Examples of high quality signage with good contrast



SIGNAGE

B. APPROVALS AND REGULATIONS

All signage that is visible from the exterior of the Tenant premises must be approved by the Landlord before fabrication. Tenants may be asked to modify the design of their signage if, in the opinion of the Landlord, the submitted design does not meet the requirements of this Handbook or compromises the individuality or level of quality of adjacent Tenants.

In addition to the requirements of this Handbook, all Tenant signage must comply with the City of Houston Sign Code and other applicable codes regarding materials, electrical connections, and general signage construction. All required permits shall be the responsibility of the Tenant.

C. MAINTENANCE

Signs, supporting hardware, and sign illumination (and awnings and canopies on which signage is located) shall be maintained in good repair and function properly at all times. Any damage or failure of a sign or its illumination shall be repaired within a maximum of 14 days from the date of damage or failure. Any repair or replacement of a sign shall be of materials and design of equal or better quality than the original sign.

When an existing sign is removed or replaced, all supports and hardware that are no longer required shall be removed and any work necessary to repair the building facade to its original condition shall be done within 14 days from the date of removal or replacement.

D. PERMITTED SIGN AREA

For each Tenant, the permitted sign area shall be limited by the Houston Sign Code and shall be calculated according to its measurement standards. The Landlord reserves the right

to further limit permitted sign area if, in its sole opinion, such limits are beneficial to the overall development.

For corner Tenants, the total area of signs permitted for each street frontage shall be calculated individually. The area of sign faces located at the corner shall be counted towards the sum of the total area of signs permitted for both frontages.

For Tenants with multiple storefront areas defined by multiple bays of architectural building openings, it is encouraged that signs be installed at each bay or distinct storefront area. This requirement is intended to maintain vitality along the street and to avoid the presence of "empty" or un-signed storefront bays.

This Permitted Sign Area is intended as a maximum area, not as a recommended area for signs. The area of Permanent Signs may stay under the maximum Permitted Sign Area as long as the signs clearly advertise the presence of the Tenant.



SIGNAGE

E. PERMANENT SIGNS

Tenants shall provide permanent signs that display their store or restaurant name and brand. These signs may also display certain other information such as slogans, tag lines, or a short description of the goods offered (e.g. "Fine Women's Clothing," "Distinctive Crafts"). The permanent signs shall not contain a list of numerous goods for sale. Permanent signs shall be one of, or a combination of the following types.

1. Wall Signs
2. Awning or Canopy Signs
3. Blade Signs (Shingle Signs)
4. Window Signs
5. Projecting Signs
6. Blade Signs (Shingle Signs)
7. Banner Signs

The total area for all these types of signs shall be limited to the Permitted Sign Area. The Houston sign code may regulate blade signs separately, and they may represent an opportunity for additional sign area.

The location of all permanent signs should coordinate with the architectural design of the storefront and the building facade. Sign locations should be carefully considered, and align with major architectural features. A sign is encouraged at every architectural building bay of a multi-bay storefront. The location of various types of signs should be designed to clearly indicate the primary entrance to the storefront; for instance, in a store that has three architectural building bays and has its entrance door in the center bay, the central sign should be more prominent while the flanking signs should be

in a different size, color, or may simply be a logo or a tag-line associated with the store.

Basic sign locations are as outlined in Permanent Sign Standards (see Sub-Section J). However, since the location of signage will depend on specific design conditions and varying building details, the final location of all signs must be approved by the Landlord.

F. TEMPORARY SIGNS

In addition to Permanent Signs, a Tenant may display temporary signs or graphics behind the glass and within the store that are visible from the sidewalk. Often these temporary signs or graphics are suspended behind window displays or goods or mannequins as a backdrop for them. Temporary signs may include grand opening signs, special sale signs, seasonal signage, and lifestyle images or graphics. The area of Temporary Signs shall not count against the Permitted Sign Area.

- Temporary Signs shall be displayed for no more than sixty (60) consecutive days per year.
- The area of any one Temporary Sign shall not exceed fifteen (15) sf.
- Temporary Signs shall not be mounted or affixed directly to the inside surface of the storefront glass. They may be suspended a minimum of 12" behind the glass.
- When mounted close to the glass or in front of other window displays, Temporary Signs shall not obscure more than 25% of any one window area.



SIGNAGE

G. ADDRESS AND HOURS OF OPERATION SIGNS

- Tenants are required to provide address and hours of operation signs, to be visible from the exterior of the storefront. Neither shall count against the total Permitted Sign Area.
- For Tenant address identification, the Landlord shall specify a preferred address sign type and location for each storefront.
- Typically address numbers are vinyl numbers mounted on the glass within the transom above the storefront entrance, or metal numbers mounted on a frame above or wall adjacent to the storefront entrance. Address numbers shall be visible from the street and shall not exceed four inches (4" in height).
- If the Tenant places an awning or canopy above the entrance obscuring the typical address location, the Tenant shall place the address numbers in an approved alternate location.
- Hours of Operation Signs shall be posted at a visible and ADA-compliant height (generally below four feet) and shall be clearly visible from the sidewalk.
- The height of lettering for hours of operation signs shall not exceed one and one-half inches (1 1/2").

H. OTHER SIGNS SPECIFIC TO RESTAURANTS

Foodservice and restaurant Tenants may have additional signage of a semi-permanent nature that is not included within the definition of Permanent Signs. These include Menu Signs (or the display of actual menus visible from the sidewalk), Sandwich Board Signs, and Umbrella Signs. The area of these signs shall not count against the total Permitted Sign Area. Permitted display of these signs is subject to the following:





SIGNAGE

Menu Signs

- Foodservice and restaurant Tenants shall be permitted one (1) Menu Sign. The Menu Sign area shall not exceed four square feet.
- Menu Signs may be mounted on a building wall adjacent to the entrance or suspended directly behind a storefront window adjacent to the entrance.
- Menu Signs mounted to a wall shall project no more than four (4) inches off the building wall and should consist of menus printed on paper within a weather-resistant display frame that allows for changing of the menu periodically. Wall-mounted Menu Signs should be externally illuminated or internally illuminated by a small light source at the top of the display frame. Projections shall comply with ADA guidelines and handicap regulations.
- Menu Signs suspended directly behind a storefront window should consist of menus printed on paper within a display frame.

Sandwich Board Signs

- Only one (1) Sandwich Board Sign shall be permitted per food service or restaurant Tenant. Restaurants occupying the full extent of a stand-alone pavilion may have two.
- A Sandwich Board shall not exceed the dimensions of four feet (4') in height by three feet (3') in width, shall be professionally made, and constructed of durable materials. Plastic frames are prohibited.

- A Sandwich Board Sign may be used to display the Tenant's name, special menu items, and special offerings or events. The area of lettering, logos, or graphics on a Sandwich Board Sign shall not exceed seventy-five percent (75%) of the area of the sign.
- A Sandwich Board Sign should be located near the entrance or within the Outdoor Dining Area and shall not impede pedestrian traffic. They shall be free-standing and self-supporting; and shall not be attached to the building, lamp posts, dining area enclosure stanchions, or any other element.
- Sandwich Board Signs must be moved indoors during times of heavy rain or high winds, and after business hours.



SIGNAGE

Umbrella Signs

- Umbrella Signs shall be permitted on umbrellas for food service and restaurant Tenants with Outdoor Seating Areas.
- Umbrella Signs shall be limited to one (1) line of vinyl, paint, or silkscreened letters applied directly to the valance face of the umbrella. The height of lettering shall not exceed two-thirds (2/3) the height of the valance or eight (8) inches, whichever is less.
- Alternatively, Umbrella signs may have the Tenant's logo located on the top faces of an umbrella, not to exceed twenty-five percent (25%) of the area per face. The Landlord may approve the use of the logo of a food or beverage manufacturer or purveyor (e.g. "Cinzano") at the Landlord's sole discretion.
- Umbrella signs shall not count against the Permitted Sign Area.



Flashing/animated sign



Electronic message board



Unprofessional/improperly maintained signs

I. PROHIBITED SIGNS

Signs other than those that are required or permitted in the above sections shall be prohibited unless specifically approved by the Landlord. Prohibited Signs include the following:

- Any sign in violation of the Houston Sign Code or other applicable codes.
- Signs that violate guidelines of the Americans with Disabilities Act or other applicable handicap regulations.
- Signs located remote from a Tenant's premises as defined in the lease.
- Signs attached to parts of the building not within the storefront area (other than blade signs on permitted building piers).
- Signs permanently mounted to the ground or sidewalk.
- Signs blocking or obstructing public access, fire egress, or traffic visibility.
- Signs that are not professional in appearance or that are improperly maintained.
- Message board signs with manually or electronically changeable messages.
- Exposed cabinets/raceways behind channel letters.
- Box signs and internally illuminated box signs.
- Signs with flashing, blinking, rotating, or animated features
- Signs (or stickers on glass or door hardware) that advertise accepted charge cards.
- Labels affixed to signs (e.g. the sign manufacturer's label).



SIGNAGE

J. PERMANENT SIGN STANDARDS

Wall Signs

- Wall Signs shall generally be located within the transom window/sign band/canopy zone of the storefront area or on a frieze of the architectural building wall above storefront. When the Wall Sign is located within the transom window/sign band/canopy zone, the Tenant may replace some or all of the transom windows with a colored sign band that carries the message, either integral to the sign band or by using individual letters and logo forms mounted to the sign band. When the Wall Sign is located on the building's frieze, only individual letters and logo forms may be employed. The Tenant will not be allowed to otherwise alter the surface of the building. Signs that are parallel to the storefront face but mounted on or above projecting valances or suspended from storefront framing shall be considered to be wall signs.
- The area of any one Wall Sign and all Wall Signs for any one Tenant shall be as regulated by the Houston Sign Code. Wall Signs are encouraged in every storefront bay occupied by any single Tenant. Stores occupying multiple bays should have multiple Wall Signs.
- The height of lettering and logo images on Wall Signs shall be proportional to the length of the sign image. Lettering that runs the full length of the sign area at a consistent height shall not exceed eighteen inches (18") nor generally be less than eight inches (8"). Shorter signs with abbreviated store names (eg. "H&M" or "AT&T") may have taller letterforms, generally up to 27" in height. Wall signs may combine letterforms of different heights.



Example of Wall Sign



Example of Suspended Sign



SIGNAGE

- No element of a Wall Sign shall project more than eight inches (8") from the building wall.
- The area of a Wall Sign is as follows: If the sign logo and lettering is part of a sign panel (as distinct from individual letters mounted on frieze or a sign band), the area of the sign shall be the surface area of the sign panel. If the sign consists of individual letters and logo forms mounted on the sign band or building frieze, the area of the sign shall be the sum of the rectangular areas bounding the extents of each line of lettering plus the surface area of any logo or graphic.
- Materials encouraged for use in Wall Signs include wood, ceramic, metal, and paint. Plastic or acrylic are discouraged, but may be permitted if used as base materials receiving a painted finish.



- Individual letters should be three dimensional; created by

raised letter forms pin-mounted on the building frieze or sign band, or by incised openings cut out from a sign panel.

- Wall Signs may be illuminated by external illumination, exposed neon tube illumination, reverse channel illumination, or halo illumination. Internal illumination and channel face illumination are discouraged unless well integrated into the storefront.



Awning Signs

- Awning Signs shall be permitted on the valance of the awning or on the primary face of the awning (typically the sloped portion).
- Signs on awning valances shall be limited to one line of lettering. The height of lettering shall not exceed two-thirds (2/3) the height of the valance or eight inches (8"), whichever is less. The area of the sign shall be determined as the rectangular area bounding the extents of the lettering.



SIGNAGE

- Signs on awning faces consist of metal, vinyl, paint, or silkscreened letters and logo forms applied directly to the awning, limited to the Tenant logo and no more than two lines of lettering. The height of lettering that is not an integral part of the logo shall not exceed twelve inches (12"). Signs shall not exceed twenty-five percent (25%) of the area of the awning face. The area of the sign shall be determined as the sum of the rectangular area bounding the extents of each line of lettering plus the surface area of the logo.
- Signature-colored fabrics, graphic patterns, or overall graphic images on awnings are not considered to be signs.
- Awning Signs should be illuminated by external illumination only.

Canopy Signs

- Canopy Signs shall be permitted on the side valances of a canopy and/or on the front valance and must be contained completely within the valance area.
- Signs on canopy side valance shall be limited to one line of lettering. The height of lettering shall not exceed two-thirds (2/3) the height of the valance or twelve inches (12"), whichever is less. The width of the sign shall not exceed two-thirds (2/3) of the canopy width. The area of the sign shall be determined as the rectangular area bounding the extents of the lettering. For Canopy Signs located on the side valances perpendicular to the building wall, the area of one of the two shall be included in the total Permitted Sign Area.

- Signs on canopy front valances may consist of a Tenant logo and no more than two lines of lettering. The height of lettering that is not an integral part of the logo shall not exceed twelve inches (12"). Signs shall not exceed twenty-five percent (25%) of the area of the front valance. The area of the sign shall be determined as the sum of the rectangular area bounding the extents of each line of lettering plus the surface area of the logo.
- Canopy Signs should consist of vinyl, paint, or silkscreened graphics applied directly to the fascias of fabric canopies; or should consist of painted or metal letters applied directly to canopies fabricated from glass and metal and the like.
- Canopy Signs should be illuminated by external illumination. Neon tube illumination is permissible on metal and glass canopies. Canopy Signs may be cut out of the canopy fascia and internally illuminated only if sign and illumination are an integral part of the canopy design.





SIGNAGE

Window Signs

- Window Signs shall consist of a logo, lettering, or other permanent graphics related to the name of the store or restaurant applied directly to the interior surface of the storefront glass or transom window glass in such a way that it is designed to be seen from the sidewalk.
- Window Sign letter height shall not exceed twelve inches (12”).
- No more than twenty-five percent (25%) of any individual window area shall be covered or otherwise occupied by Window Signs in order to maintain visibility into the storefront. The area of Window Signs shall be determined as the surface area of any logo or graphic plus the rectangular extents of each line of lettering.
- No sign shall be permitted to cover window mullions on the exterior of the storefront.
- Window Signs should consist of vinyl or paint applied to the window glass.
- Window Signs should not be illuminated.

Blade Signs and Projecting Signs

- Blade Signs and Projecting Signs consist of lettering and a logo or other graphics on both sides of a sign panel -mounted perpendicular to the storefront on a building pier. Blade signs are those that project from the building face by more than 8” and less than 24” and are hung from a bracket along their top edge. Projecting Signs are those

that project from the building face by more than 24” and less than 42” and are mounted to the building along their building-facing edge. No perpendicular signs are allowed to project from the building face by more than 42”. Sign panels with distinctive shapes or profiles relating to the brand or business are encouraged.

- No portion of a Blade Sign or Projecting Sign shall be less than eight feet (8’) above the sidewalk over which it projects.
- Only one Blade Sign or Projecting Sign will be permitted per street face of a Tenant’s store. The location of the sign will preferably be adjacent to the Tenant’s entrance, but in no case will be in a location where it could be misconstrued to be the sign for an adjacent Tenant.
- The area of a Blade Sign and Projecting Sign will be as regulated by the Houston Sign Code.
- Materials encouraged for use in Blade Signs include wood, metal, and paint.



Blade Sign



Projecting Sign



SIGNAGE

- Visible portions of metal supporting structure shall be decorative in nature, with distinctive profiles, shapes, colors, or finishes.
- Three-dimensional formed or carved figures attached directly to the building or attached on brackets shall be considered Blade Signs.

Banner Signs

- In certain specific instances (e.g. important building corners occupied by major Tenants) Banner Signs shall be permitted. These signs will not be available to all Tenants, and the desire for them must be discussed with the Landlord in advance of commencing the Tenant's signage design process. Banner signs will consist of lettering and a logo or other graphics on both sides of a vertically proportioned fabric panel-mounted perpendicular to the storefront on a building pier adjacent to a storefront, usually within the frieze/sign band or above.
- The area of a Banner Sign shall not exceed sixteen square feet (16 sf). The area shall be determined as the surface area of one face of the fabric, excluding the supports that attach it to the building.
- A Banner Sign shall project no more than four feet (4') from the building wall to which it is attached and no portion of a Banner Sign shall be less than eight feet (8') above the level of the sidewalk over which it projects.

- Materials used in Banner Signs should be a weather resistant fabric such as canvas, acrylic or vinyl, with vinyl, or silkscreened graphics.
- Banner Signs shall be supported at the top and bottom by metal stanchions mounted to the building wall in order to prevent excessive movement by wind. The bottom stanchion shall be provided with a tension device to permit the banner to be maintained in a taught condition. Portions of the metal structure that are not completely concealed by the fabric shall be decorative in nature, with distinctive profiles, shapes, colors, or finishes.
- Banner signs should be illuminated by external illumination only.



Banner Sign



SIGNAGE

K. SIGN ILLUMINATION

Creative signage lighting design can dramatically enhance storefront appeal, create a greater sense of security, and promote businesses in the evening hours. All sign illumination will be governed by the Houston Sign code. The Landlord reserves the right to further limit sign illumination if, in its sole opinion, such limits are beneficial to the overall development. Energy-efficient lighting is encouraged; and flashing, pulsating, or moving lights, or lights that cause significant glare shall not be permitted. Fixtures whose installation would cause significant damage to masonry or other building facade material shall not be permitted. All illumination of signs must be on separate circuits than the store interior and must be controlled by a programmable time clock to control the lighting shut off at the times set by the Landlord. In concert with the Houston Sign Code regulations, the following are the Landlord's guidelines for the use of the illumination types permitted:

External Illumination

- Fixtures such as gooseneck lamps should be properly installed and shielded to illuminate only the intended sign and to minimize glare and light over spill.
- Fixtures should be compatible with the building facade.

Internal Illumination

- Internal Illumination of signs shall not be permitted unless approved by the Landlord.
- Internally illuminated signs may be approved by Landlord if of a high-quality design that is fully integrated into a canopy or the storefront, or to be used as a blade sign.

- Internally Illuminated signs should consist of a metal cabinet with push-through letters. Translucent plastic face panels shall not be permitted.



Metal cabinet with push-through letters illuminated



Gooseneck lamps illuminating sign



SIGNAGE

Channel Illumination

- Channel Illumination of signs with translucent plastic face panels shall not be permitted unless with prior approval of the Landlord.

Halo and Reverse Channel Illumination

- Halo and Reverse Channel Illumination shall be permitted, and is preferred for pin-mounted letters mounted on the building frieze.
- The rear edge of letters or graphics should be located approximately one inch (1") off the background surface.
- Pins or other mounts shall be located in the least visible location to support the letters off the background surface and shall be painted to match the background surface.
- All light sources must be fully concealed so as not to be visible to the public.

Exposed Neon Tube Illumination

- Exposed Neon Tube Illumination may be utilized by Tenants who demonstrate a high degree of creativity and quality of construction, at the discretion of the Landlord.
- Stock neon signs shall not be permitted.

Exposed Incandescent Bulb Illumination

- Exposed Incandescent Bulb Illumination shall not be permitted without prior Landlord approval.

All lighting designs are subject to Landlord's approval



Halo and Reverse Channel Illumination

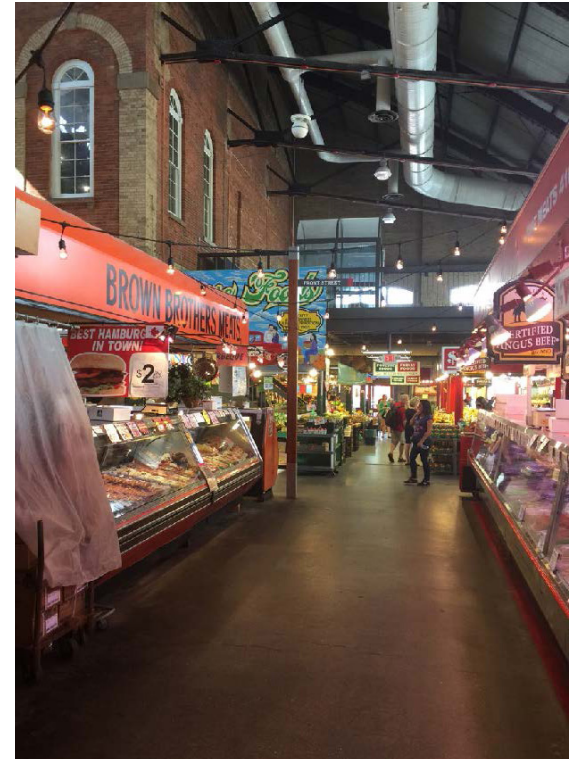


Examples of exposed neon tube illumination that may be considered to demonstrate creativity and quality of construction



SAMPLE IMAGES

A. STOREFRONT, SIGNAGE, AND CANOPY IDEAS FOR OPEN-AIR MARKET TENANTS





SAMPLE IMAGES

A. STOREFRONT, SIGNAGE, AND CANOPY IDEAS FOR OPEN-AIR MARKET TENANTS





OUTDOOR DISPLAYS & DINING

A. EXTERIOR STOREFRONT AMENITY ZONE

Non-food service and non-restaurant Tenants may be permitted an Exterior Storefront Amenity Zone for the purposes of creating visual interest and providing distinctive exterior features in front of the store (e.g. planters) or for the display of certain goods that are commonly displayed outdoors along the sidewalk (e.g. flowers, newspapers). The Exterior Storefront Amenity Zone specific to each Tenant's location shall be defined in the lease.

Generally the Exterior Storefront Amenity Zone shall be contained within the length of the Tenant's storefront and within a recessed area inside the space, and shall maintain a minimum of six feet (6') of unobstructed pedestrian space along the sidewalk. The design of all elements within the Exterior Storefront Amenity Zone should complement the character of the streetscape and coordinate with the design of the Tenant's storefront and signage as well as with the architectural design of the building. The placement of elements within the Exterior Storefront Amenity Zone should not create a visual barrier to the Tenant's storefront or to the storefronts of neighboring Tenants. Exterior Storefront Amenity Zones must be maintained in good condition and maintain a clean and neat visual appearance.

All elements of Exterior Storefront Amenity Zones must be approved by the Landlord before fabrication and display. A Tenant may be asked to modify the design of the Exterior Storefront Amenity Zone if, in the opinion of the Landlord, it does not meet the desired standards.

Planters:

- Planters are encouraged to provide additional visual interest.
- Planters must be located within the leased space
- Planters shall not exceed a height of forty-two inches (42").
- Plants within planters shall not exceed eight feet (8') above the adjacent sidewalk.
- All planters must have plants contained within them. If plants die, they must be replaced immediately or the planter must be removed.

Exterior Sales Displays:

- Tenants are not permitted to place merchandise sales displays along the sidewalk.
- Exterior sales displays should be an uncluttered, attractively presented display of appropriate merchandise to encourage pedestrians to enter the shop.
- Exterior sales displays shall be moved indoors during times of heavy rain or high winds, and after business hours.



OUTDOOR DISPLAYS & DINING

B. OUTDOOR DINING AREAS

Some restaurant and foodservice Tenants may be permitted an Outdoor Dining Area if provided for in the Tenant's lease. Generally, Outdoor Dining Areas shall be contained within the length of the Tenant's storefront, and shall maintain a minimum of eight feet (8') of unobstructed pedestrian space along the sidewalk. The lease shall define the Outdoor Dining Area specific to each Tenant's location.

Outdoor Dining Areas can create an attractive and more welcoming atmosphere by providing activity and visual interest on the sidewalk. The design of all elements within Outdoor Dining Areas should complement the character of the streetscape and coordinate with the design of the building as well as the Tenant's storefront and signage. The placement of elements within Outdoor Dining Areas should not create a visual barrier to the Tenant's storefront or to the storefronts of neighboring Tenants. Outdoor Dining Areas must be maintained in good condition and maintain a clean and neat visual appearance. All elements of Outdoor Dining Areas must be approved by the Landlord before fabrication. A Tenant may be asked to modify the design of the Outdoor Dining Area if, in the opinion of the Landlord, it does not meet the desired standards.

All Outdoor Dining Areas must comply with all applicable codes, including applicable liquor and food service regulations. Any permits that may be required shall be the responsibility of the Tenant.

Permitted elements within an Outdoor Dining Area include barriers, planters, furniture (such as tables, chairs, couches, & benches), and umbrellas. Sandwich Board Signs shall also be permitted (Section 7).





OUTDOOR DISPLAYS & DINING

Barriers:

- Barriers are not required at small Outdoor Dining Areas (e.g. a row of “two-tops” along a storefront face) where alcohol is not served.
- Barriers such as fences, planters, etc. are encouraged to separate larger outdoor dining areas from sidewalk pedestrian areas.
- For establishments where alcohol is served or consumed within Outdoor Dining Areas, barriers may be required for the full perimeter of the seating area with only one opening permitted to the sidewalk for access. Openings for access to the Outdoor Dining Area from the sidewalk shall be no less than five feet (5') wide.
- The height of barriers shall be between thirty inches (30”) and forty-two inches (42”) in order to maintain visual access through the Outdoor Dining Area to the storefront.
- Barriers may consist of wood or metal fencing, or may be integrated into the seating through the creative design of benches or tables. In some instances, the Landlord may approve barriers of rope or chain suspended by vertical stanchions made of metal or stone.
- Barriers must be durable, sturdy, and sufficiently anchored so as not to blow over with heavy winds nor be easily movable by pedestrians.



Planters used as barriers



Wooden restaurant barrier



OUTDOOR DISPLAYS & DINING

Furniture:

- Permitted furniture within Outdoor Dining Areas is limited to tables, chairs, couches, benches, and umbrellas.
- Host stands and service stations, if necessary, shall coordinate with other furniture or with planter designs.
- If the primary entrance to the establishment is through the Outdoor Seating Area, the layout of furniture must maintain a clear path of five feet (5') from the sidewalk to the entrance.
- Outdoor furniture must be durable and of a quality to withstand exposure to the weather. Furniture must be approved by Landlord.
- Tables may be round or rectangular and should typically seat two, four, or six persons. Materials encouraged for use in tables include wood and metal for support; table tops made of wood, metal, stone, or tile. Plastic tables are discouraged.
- All chairs, couches, and benches used in an Outdoor Seating Area should match each other and be of a complimentary design to the tables. Materials encouraged for use in chairs include wood and metal. Weather-resistant fabric, wicker, or rattan upholstery of a suitable design may be permitted. Plastic chairs are discouraged.



Umbrellas:

- Umbrellas are permitted in Outdoor Seating Areas that are not covered by an awning or canopy.
- Signage is permitted on umbrellas (see Section 7).
- No portion of an umbrella, except for the support pole, shall be less than seven feet (7') nor more than ten feet (10') above the ground.
- Umbrellas should be composed of an exterior grade fabric such as canvas or vinyl in a color that coordinates with Tenant signage. The structure of an umbrella should be wood or metal that is sufficiently weighted and anchored so as not to blow over in heavy winds.



OUTDOOR DISPLAYS & DINING

Paving:

- All damage to the Landlord's sidewalk or terrace paving must be patched and repaired to like-new condition following the installation of Tenant's furniture, host stands and service stations, barriers and planters, anchors, underground services, and all other Tenant provided or installed items.
- Should installation of these items require disturbance of Landlord's paving to the extent that patches are extensive or objectionably evident (in the Landlord's sole opinion), Tenant may be required to replace all the paving.



STORE INTERIORS

A. STORE INTERIOR PRINCIPALS

The Houston Farmers Market is designed to be a distinctive destination with distinctive stores and restaurants. The Tenant's interior design will fulfill this promise and the promise of the Tenant's storefront while conveying the retailer's brand image and vision. Well planned and executed store interiors can bring a sense of order and focus to the guest experience, enhance the perceived value of the goods and services for sale, and enhance the quality of the overall shopping district.

In the design and construction of their stores and restaurants, Tenants are required to comply with all local ordinances governing their operations, all code requirements, and all requirements of accessibility codes and guidelines, including the guidelines of the Americans with Disability Act.

B. ENTRY AND DISPLAY ZONE

The Entry and Display Zone is a specific area of the store interior adjacent to the storefront over which the Landlord has greater control and more stringent requirements. The appearance and design of this zone are critical to the overall appearance of the store and to the character of the overall business district. Design treatments and materials are expected to be of the highest quality.

Tenants should provide creative displays that express a Tenant's identity and maintain visibility into the store. Displays that change frequently or with the season are encouraged to provide variety and interest. Storefront transparency during both daytime and nighttime hours is important for continuous marketing and branding of the Tenant's business as well as promoting a sense of safety in the business district. While

visibility into the store is highly encouraged, some window display areas may be screened off entirely from the store interior or provide only glimpses into the store interior. Such screening of window display areas shall be permitted only with prior Landlord approval.

The Entry and Display Zone shall generally extend into the store a minimum of four feet (4') behind display windows and entrances. The Entry and Display Zone specific to each Tenant's location shall be defined by the lease.

- The design of displays should be compatible with the Tenant's permanent signage, and may incorporate additional temporary signage. Any signs within the Entry and Display Zone shall be subject to the standards for temporary signage (see Section 7).
- Standard merchandise racks or sales counters are not permitted in the Entry and Display Zone.
- Restaurants and foodservice Tenants may choose to place customer seating directly behind the display windows and within the Entry and Display Zone.
- At the entrance, display features, signs, or seating should not block customer flow in and out of the store. A clear minimum width of five feet (5') must be maintained from the entrance door through the Entry and Display Zone to the store interior.
- Floors in window display areas may be raised on a platform to allow displays to be visible above the storefront base from the exterior.



STORE INTERIORS

- Floor Finishes in the Entry and Display Zone shall be hard surface, high quality, durable materials. Carpeting shall not be permitted in this zone. At the entry, the floor finish shall be a non-slip material, and Tenants may consider the use of a walk-off mat. Walk-off mats should be recessed within the thickness of surrounding flooring materials. Any slab depressions required for walk-off mats or other special flooring will be within the Tenant's interior improvement scope of work.
 - Ceilings within the Entry and Display Zone shall be located a minimum of two inches (2") above the window or door openings.
 - Lighting within the Entry and Display Zone shall be designed to highlight displays. Quartz incandescent spots (low voltage), MR-16, or focused LED lamps are encouraged. Lamps should have a color rendering index of no less than 82 CRI. Florescent lighting and similar generalized illumination is prohibited.
 - Ceiling lighting within the Entry and Display Zone shall utilize only fully recessed and fully adjustable aimed fixtures. Additional footlights or lights arrayed vertically up the sides of storefront windows are permitted, but should be screened from sidewalk view. Track heads used as footlights or sidelights should be outfitted with shields or louvers. All light fixtures shall be provided in colors to match the ceiling and side walls or shall be in a neutral colored natural metal (e.g. stainless steel). Accent coloring is not allowed.
 - All lighting within the Entry and Display Zone must be on circuits separate from the store interior and must be controlled by a programmable time clock set to times mandated by the Landlord.
- C. DEMISING PARTITIONS**
- Demising partitions dividing the Tenant space from a service corridor shall be metal studs (6" 25ga minimum, 16" o.c.) with five-eighths inch (5/8") Type X gypsum wall board on the corridor side, or 8" CMU where required by code, installed by Landlord, ready for five-eighths (5/8") Type X gypsum wallboard to be installed by Tenant on the Tenant side. Each Tenant shall be responsible for installing three inch (3") U.F.-free sound attenuation batts in the stud cavities.
 - Demising partitions between adjacent Tenants as indicated on Lease Outline Drawings will be metal studs (6" 25ga minimum, 16" o.c.) with 6" sound attenuation batts and five-eighths inch (5/8")
 - Type X gypsum wallboard, in order to provide a minimum one (1) hour rated system from slab to the underside of structure. The Tenant will be responsible for funding one-half of the construction of demising partitions between Tenants. It is anticipated that the first Tenant in a space will install the studs, insulation, and gypsum wall board on that Tenant's side of the partition, with the subsequent Tenant installing the insulation and the gypsum wall board on the subsequent Tenant's side.



STORE INTERIORS

- All Tenant demising walls shall be constructed as required by code to provide required fire separation assemblies. All joints must be fire taped to the underside of the deck. Visible walls shall receive a minimum (USG) Level 3 finish.
- All Gypsum wallboard used in Tenant improvements, including those used on demising walls, shall be mold-resistant.
- Gypsum wallboard at the exterior wall and all demising walls shall be painted with Latex-based paint.
- Any Tenant whose business or operation creates odors that could be experienced in adjacent spaces or common areas shall provide odor control systems to prevent odors from spreading to adjacent Tenants and Landlord spaces. This section is intended to state the Landlord's right to require the Tenant to control odors within its Premises. However, if the Lease contains language addressing these issues, the Lease shall prevail.
- Any Tenant whose business or operation creates sounds that could be experienced in adjacent spaces or common areas shall provide additional insulation and sound isolation measures to prevent sounds from spreading to adjacent Tenants and Landlord spaces. This section is intended to state the Landlord's right to require the Tenant to control sounds within its Premises. However, if the Lease contains language addressing these issues, the Lease shall prevail.
- Tenants requiring additional security may propose additional demising partition elements for the Landlord's approval.
- All demising partitions are non-load bearing. Tenants may not hang or support fixtures, shelving, and the like from the demising partitions. Structural backing must be provided for any merchandising attached to the demising partitions. Such conditions require the Landlord's prior approval.
- Penetrations through or into area separation walls or fire rated assemblies require Landlord approval. Additionally, such penetrations must comply with code, governing agencies, and Landlord's insurance carrier's regulations.

D. INTERIOR PARTITIONS

- All store interior partitions shall be constructed by the Tenant with a minimum of three and five-eighths inch (3 5/8") metal studs with five-eighths inch (5/8) Type X gypsum wallboard on both sides to at least twelve feet (12'-0") A.F.F. Partitions not extending to the underside of deck shall contain solid metal track blocking at the top of the gypsum wallboard in order to prevent the passage of smoke into the stud cavity. Any such walls that do not extend to the underside of the building structure shall be properly braced or otherwise structurally supported. Any combustible materials applied to partitions shall receive a U.L. listed fire retardant coating. All Tenant installed finish materials shall meet flame spread and smoke generated requirements of applicable codes.



STORE INTERIORS

- All gypsum wallboard used in Tenant improvements, including those used on interior partitions, shall be of mold-resistant type. Wallboard in toilet rooms or other wet areas shall be manufacturer's Moisture Resistant (MR) Grade.
- All interior partitions within the Tenant sales area shall be finished with the acceptable finishes noted below:
 1. Minimum one (1) prime coat plus two (2) finish coats of paint. Partition above Tenant's light/ceiling line shall be painted. A trim piece is required at the ceiling or light line.
 2. Slatwall, if used on not more than thirty percent (30%) of partition area. Slatwall must have a laminate or mirrored finish. All screw holes must be covered with a fully extruded insert, and edge conditions must be trimmed.
 3. Wall coverings, if specifically approved by the Landlord.
 4. Mirrors, if used in limited areas but not as a total finish.
 5. Wall Panel Systems, and those finished in plastic laminate.
 6. Other proposed finishes, only if specifically approved during the Landlord's design review.
- The use of the following finish materials is NOT allowed:
 1. Simulated stone and brick (trompe l'oeil may be acceptable) except in limited areas.
 2. Wood-grained plastic laminates.
 3. Pegboard and pegboard fixture systems.
 4. Rough finish drywall.
 5. T 1-11 and similar textured plywood.
 6. Metal laminated wallboard.
 7. Carpeting on walls.
 8. Other materials as noted during the Landlord's design review.

E. DOORS

- All interior Tenant doors shall be a minimum of one and three-quarters inch (1-3/4") thick and have 1-1/2 pairs of butt hinges and closers.
- If allowed by code, interior wood doors may be hollow core and shall be finished with either stain, clear varnish, paint, or other products as approved in the Landlord design review.
- All dressing rooms shall have wood doors in areas in public view. Curtains may be used in areas that are not visible to the public.
- All interior doors used to access fire exit corridors shall meet all Codes and shall be provided by the Tenant.
- All doors in rated partitions shall be labeled as required by code and be a minimum of one and three-quarters inch (1-3/4") thick hollow metal with 1-1/2 pairs of butt hinges and closer. Corridor side of doors are to be primed and painted
- Landlord will typically provide one 3'-0" W x 7'-0" H hollow metal rear access/service door in a metal frame. Relocation of existing service doors will be done by Landlord at Tenant's expense.



STORE INTERIORS

F. FLOORS AND BASEBOARDS

Tenants shall install a floor covering in the sales area that conforms to the following:

- Only commercial grade flooring materials will be allowed.
- Wood installation shall be hardwood with wear-resistant surface. Solid hardwood floors or laminated floors with a minimum three-sixteenths inches (3/16") hardwood wearing surface are permitted.
- Ceramic, quarry tile, and stone tile installations must be commercial grade with non-slip surface.
- Carpet must be commercial grade and must have proper fire ratings to meet local Codes. Carpeting will not be permitted where color, quality or weave is not suitable for high traffic areas. Note: Carpet is NOT allowed within the Entry and Display Zone.
- Resilient flooring will be allowed only if it is made for high traffic areas; VCT is not allowed in retail areas. Samples and pattern layout must be submitted to Landlord for approval. Note: resilient flooring is NOT allowed within the Entry and Display Zone.
- Any floor materials other than those mentioned above are NOT allowed unless approved by Landlord.
- The Tenant's floor finish shall extend to the threshold of the Tenant's storefront doors. The Tenant's floor finish shall be flush to the threshold. Tenant shall feather the slab using Ardex or equal product and provide a threshold transition strip where the Tenant's floor meets the threshold or other floor finish with varying thickness. When the Tenant uses ceramic tile, stone, or other modular pavers; a full course is required beginning at the entry to the store.
- The Tenant shall provide a transition strip between opposing floor finishes within their store, including but not limited to carpet and wood, or carpet and tile and as required at any expansion joint which may occur in Tenant's space.
- The Tenant shall provide resilient, ceramic tile, or wood base in the sales area. Base at all drywall partitions in the Entry and Display Zone shall match adjacent flooring.
- The Tenant shall fill slab depressions and any cracks occurring in their Leased Premises prior to covering with Tenant's floor finish. Finish floor surfaces shall be smooth and level without tripping hazards.
- Non-sales areas and Tenant's toilets may be finished with VCT flooring and resilient base. Stockrooms may have exposed concrete floors, which shall be sealed and be provided with a four-inch (4") resilient base.



STORE INTERIORS

- In cases where the Tenant's leased premises include depressed floor slabs areas designed to provide the Tenant with the opportunity to locate entries coordinated with varying exterior grades; the Tenant shall either (a) utilize these depressed areas for entries and provide the associated stairs and ramps as necessary or required by code within the leased premises, or (b) not use the depressed areas for entries and provide fill material and a minimum 4" concrete slab (designed to be removable by subsequent Tenants) to bring that area level with the surrounding slab. All portions of the Tenant's sales area and staff area shall be accessible in compliance with the ADA guidelines and state and local handicap regulations.

G. CEILINGS

- Tenants shall install a ceiling in the sales area of the store at the Tenant's expense. Painted gypsum ceilings and continuous tegular acoustical twenty four inch by twenty-four inch (24" x 24") lay-in tile ceilings contained within architectural gypsum soffits are encouraged. Ceiling grid colors should match those of the ceiling tiles, contrasting grid colors are not acceptable. Lay-in 2x4 ceilings will not be accepted within the sales area.
- Open ceiling systems such as metal or cloth baffle system, suspended pipeframe grid and banners, open cell metal grid, or open cell egg crate ceiling systems are allowed but must be approved by the Landlord
- The Tenant shall coordinate the ceiling design with all the mechanical, fire protection, lighting, and structural

requirements as described in this Handbook and all applicable codes.

- All ceiling suspension systems shall be metal. Support for the ceiling and all other hangers shall be from the underside of the structural beams only. Support from the Landlord's utilities is not permitted. A maximum superimposed load of 3 psf is allowed.
- All ceilings, related framing, blocking, and accessories shall be non-combustible. No combustible materials may be used above finished ceiling surfaces.

H. LIGHTING

- The Tenant shall be responsible for maintenance of all lighting within the entire leased premises (and for maintenance of any exterior lighting employed on the storefront, on canopies or awnings, or on signage) including all lighting in the Entry and Display Zone.
- The Tenant shall comply with all applicable energy conservation components of applicable codes. The Tenant shall submit calculations to demonstrate compliance.
- Luminous ceilings are prohibited. No HID, Metal Halide, or mercury vapor light sources will be allowed unless shielded from view and specifically approved by the Landlord.
- Adjustable lighting shall be directed to highlight merchandise and shall not shine into storefront glass or into the eyes of customers.



STORE INTERIORS

- All showcases and display cases must be adequately lit, ventilated and U.L. listed. Direct visual exposure of incandescent bulbs (or LED lamps resembling them) and/or fluorescent tubes are prohibited.
 - Installation of Tenant lighting in Common Areas is prohibited.
 - The Tenant shall provide exit signs as required by the applicable codes and standards. Exit signs shall be provided with battery power for emergency operation.
 - The Tenant is responsible for emergency and egress lighting as required to meet applicable codes and standards. Emergency power is not available from the base building system. Egress lighting or emergency circuits shall be provided with battery power for emergency operation. Tenants are encouraged to consider placing some general store lighting on emergency circuits to meet the egress light level requirements, as opposed to providing separate emergency-only fixtures. If separate emergency-only fixtures are used, remote batteries will be required in the sales area. Battery packs visible from the storefront or from within the sales area will not be permitted.
- I. FLUORESCENT LIGHTING**
- Tenant's interior fluorescent lights shall have internal protection devices. Fluorescent ballasts shall be high power factor type with individual non-resetting overload protection. Ballast harmonics may not exceed the total harmonic current distortion allowable by the electric utility. Electronic ballasts are encouraged.
- J. TRACK LIGHTING**
- Quartz incandescent par 38 spots (low voltage) or MR-16 lamps or similar focused LED lamps are encouraged for the highlighting of merchandise.
 - Track lights fixtures shall be finished to match ceiling or adjacent millwork; other finishes may be approved by the Landlord upon request.
 - Track heads are to be outfitted with shields or louvers.
- K. TECHNICAL DESIGN CRITERIA AND PROVISIONS**
- All Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Telecommunications provisions to and within the Tenant's leased area shall conform to the details provided in Section 10- Funding Responsibility Matrix.
- Lamps and tubes shall be deluxe warm white for better color rendition (3000 Kelvin). Other similar lamps may be approved by Landlord upon request. Cool-colored lamps are not allowed.
 - Fluorescent lighting shall be two foot by two foot (2'-0" x 2'-0") recessed deep-cell parabolic type, indirect troffers, or PL-type downlights. Other similar fluorescent fixtures may be approved by the Landlord upon request. Fixtures with prismatic sheet type acrylic lenses are not allowed.
 - If fluorescent lighting is the primary source, an incandescent lamp type or focused LED lamp type should be used for accent along walls and merchandise display.



DRAWING & SUBMITTAL REQS

A. GENERAL

- The Tenant's Work shall include all necessary architectural, engineering, interiors, or other design-related efforts relating to the Tenant's Work.
 - Technical requirements for the Tenant's work and the responsibilities for those requirements (either by Tenant or by Landlord) are further enumerated and described with more specificity in an exhibit (or exhibits) to the lease, generally referred to as "the work letter." It is not the intention of this handbook to duplicate or supersede these requirements. The lease shall govern.
 - The Tenant shall prepare drawings, specifications, samples, and other submittals for the interior improvements to the premises as outlined below, showing in detail the nature and scope of work to be done by the Tenant. All items must be submitted to the Landlord pursuant to the schedule set forth below.
 - All prints, drawing information and other materials required to be furnished by the Tenant to the Landlord for approval shall be addressed Richard Mason, MLB Capital Partners at 7026 Old Katy Road, Houston, TX 77024
 - Approvals of such documents shall be deemed invalid unless given by the Landlord in writing. The Tenant acknowledges that the Landlord shall have the right to grant or withhold any such approval in its sole discretion. Any approval given by the Landlord with respect to the Tenant's Work or any subsequent alterations by the Tenant shall be effective only for a period of one hundred twenty
- (120) days following the Landlord's notice to the Tenant of such approval. If the Tenant shall not have commenced construction
 - With respect to such work or alterations within the one hundred twenty (120) day period (or shall not be diligently pursuing such work or alterations to completion), the Tenant shall be required to resubmit the applicable plans and specifications to Landlord for re-approval prior to commencement or continuation of such work or alterations.
 - All notices, drawing information and other material furnished by the Landlord to the Tenant under requirements of this Handbook or other sections of the Lease may be effectively submitted to the Tenant by mailing the same to the Tenant at the address set forth in the Lease or to the Tenant's architect, if the Tenant has provided the Landlord with such an address, (notwithstanding any contrary or additional requirement contained in any other Section of the Lease).

B. LEASE OUTLINE DRAWINGS

- The Landlord shall furnish Tenant with one (1) set of prints of Lease Outline Drawings ("LODs") giving technical and design information for the Premises. LODs will include a plan of the Premises and an elevation of the base building storefront condition showing the Tenant's Storefront Area (within which Tenants with Type 2 and 3 locations shall furnish the Tenant's storefront or may alter or replace the base building storefront).



DRAWING & SUBMITTAL REQ'S

- The Landlord shall not be responsible for the accuracy, efficacy, or sufficiency of the LOD and the Tenant shall be solely responsible for all technical and other examinations of the Premises and shall be exclusively responsible with respect to verification of actual field conditions and actual field measurements, and a full review of all technical and engineering requirements with respect to the premises and the Tenant's construction.

C. STORE DESIGN DRAWINGS

Within sixty (60) days from either of the following dates, whichever shall be the later to occur: (a) receipt by the Tenant of the LOD, or (b) execution of the Lease, the Tenant shall submit to the Landlord one (1) set of prints and/or a .pdf reproducible file of Design Drawings prepared by a qualified architect specializing in retail or restaurant design, as applicable, showing intended design character and finishing of the Premises. The Design Drawings shall comply with the design criteria of this Handbook and shall set forth the requirements of the Tenant within the Premises. The Design Drawings shall include but not be limited to the following:

- The design of the proposed storefront, including mullion and framing details, signage, and any awnings or canopies proposed. The storefront shall be shown in an elevation drawing within the context of the architectural building opening provided by the Landlord.
- The merchandising layout of the space, showing merchandise allocations and fixture locations (both permanent and movable), and complete fixturing information.
- The architectural design of the space, including floor plans, reflected ceiling plans, prominent interior elevations (including any interior signage), sections, and material selections and finishes (including color and material sample boards).
- The Mechanical system, including basic equipment to be used and its position and capacity, the duct distribution system, and diffuser and exterior vent locations.
- The Electrical system, including life safety, security, and tel/data systems. Include floor plans and reflected ceiling plans showing outlets, type of lighting fixtures, other electrical equipment contemplated, and the location of panel board(s), switchboard(s), and projected electrical loads.
- After review of the Design Drawings, the Landlord shall return to the Tenant one (1) set of prints with the Landlord's required modifications and/or written approval.
- If the drawings are returned to Tenant with modifications, but not bearing Landlord's approval, the Design Drawings shall be immediately revised by the Tenant and resubmitted to the Landlord within fourteen (14) days of their receipt by Tenant. Landlord will then review and return the resubmitted Design Drawings within fourteen
- (14) days of receipt. Resubmission and review will continue until Landlord approves Tenant's Design Drawings in writing.



DRAWING & SUBMITTAL REQ'S

D. CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

Immediately following the date on which the Design Drawings bearing the Landlord's approval are returned to the Tenant ("Approved Design Drawings"), Tenant shall engage an architect registered in the State of Texas to prepare construction drawings and specifications ("Tenant's Construction Documents") for the Tenant's Work in the Premises. The Tenant's Construction Documents shall be prepared in strict compliance with the requirements of this Handbook and all applicable codes and regulations, and shall adhere to and be consistent with the Approved Design Drawings.

The Tenant's Construction Documents shall be produced and submitted to the Landlord within ninety (90) days of Landlord's approval of Tenant Design Drawings. Tenant shall submit one (1) set of print and/or a .pdf reproducible file along with a Notice of Certification by the Tenant's architect that such drawings comply with the Tenant Handbook and all applicable Codes and Regulations.

With respect to the Tenant's storefront signage, awnings, and canopies; the Tenant shall submit shop drawings and material samples for the Landlord's approval. Such drawings shall show location of signs, awnings, and/or canopy on storefront elevation drawings and shall clearly indicate colors, materials, attachment devices, dimensions and construction details. No such sign, awning, or canopy shall be fabricated nor installed without Landlord's prior written approval.

The Landlord will review the Tenant's Construction Documents and the Tenant's signage shop drawings and will notify the

Tenant of any required revisions or approve the documents in writing. Any required revisions shall be prepared and resubmitted by the Tenant to the Landlord within fourteen (14) days of receipt of notice from the Landlord. The Tenant's Construction Documents and the Tenant's signage, awning, and/or canopy shop drawings, as approved by Landlord, are referred to as the "Approved Plans".

After receipt of the Landlord's approval, Tenant shall submit the "Approved Plans" to the Authorities Having Jurisdiction (AHJ's) for the purposes of obtaining a building permit. In some cases, with the specific prior approval of the Landlord, Tenant may simultaneously submit the Tenant Construction Drawings to the Landlord for approval and submit to the AHJ's for permit. In such cases, Tenant shall not commence construction without first having received both the Landlord's written approval and the building permit.

E. LIMITATIONS OF THE LANDLORD'S REVIEWS

The Landlord's review of the Tenant's documents shall be for the purpose of ascertaining compliance with the requirements of this Handbook and the requirements of the Lease, and shall in no event be deemed to be confirmation, authorization or opinion (express or implied) that the Tenant's documents or the Approved Plans, irrespective of whether same are approved by the Landlord, have been prepared in accordance with the requirements of all applicable Codes and Regulations. The Tenant shall be solely responsible with respect to all compliance with Codes and Regulations.



DRAWING & SUBMITTAL REQ'S

F. RESPONSIBILITY FOR DESIGN AND REVIEW FEES

The Tenant shall pay all fees of its Architect, Engineers, and other design professionals. The Tenant shall also reimburse the Landlord for any and all structural engineers, M.E.P. engineers, civil engineers, or other professional consultants employed by the Landlord to facilitate the Landlord's review of the Design Drawings, for the Landlord's review of the Tenant's Construction Documents, and for Landlord's facilitation and coordination of Tenant's actual construction in the Premises. However, the Landlord shall not be in any way responsible or liable with respect to the accuracy, sufficiency, or feasibility of the Approved Plans, and Tenant shall be totally responsible for same.



CONTRACTING & CONSTRUCTION

A. GENERAL

The Tenant's Work shall include all the costs associated with necessary code-related items, permits, special assessments or taxes relating to Tenant's Work.

The Tenant's work shall comply in all respects with applicable Federal, State, County and/or City statutes, ordinances, regulations, laws and codes, including without limitation all state and local energy and handicap regulations and the guidelines of the Americans with Disabilities Act (herein, collectively, "Codes and Regulations"). Before commencing work, Tenant shall be responsible for securing all required permits.

B. TENANT'S CONTRACTOR

No work shall be done on the Premises by the Tenant until the Landlord has given written approval of the Tenant's general contractor and mechanical, electrical, and plumbing subcontractors (Tenant's Contractor). The Tenant shall engage the services of such bondable, licensed contractors who will work in harmony with Landlord's contractors and the contractors employed by the other Tenants so that there shall be no labor disputes which would interfere with the operation, construction, and completion of the Development or with any work being carried out therein.

In instances where the performance of Tenant's Work coincides with Landlord's completion of various portions of the Development, Tenant's Contractor shall work in conjunction with the Landlord's contractor and subcontractors so that Tenant's Contractor does not interfere with or delay the construction activities of Landlord's contractors and

subcontractors, nor harm to or interfere with the Landlord's work. Tenant's Contractor must keep the area clean and

free of dust and debris and operate with a minimum of noise and interruption in the Common Areas. Tenant's Contractor shall be responsible for keeping both the areas within and outside of the Premises clean of construction debris at all times. If Tenant's Contractor fails or refuses to keep these areas clean at all times, the Landlord reserves the right to clean these areas at the Tenant's expense.

Tenant shall submit to Landlord, at least five (5) days prior to the commencement of construction, the following information:

- The names and addresses of the general, mechanical, electrical, and plumbing contractors that the Tenant intends to engage in the performance of the Tenant's Work.
- The date on which performance of the Tenant's Work will commence, together with the estimated date of completion of the Tenant's Work and date of the Tenant's projected opening for business in the Premises.
- Evidence of insurance as called for below.
- Itemized statement of estimated construction costs, including the Tenant's architectural, engineering and contractor's fees.
- Tenant's Contractors' Performance and/or Labor and Material bonds, if required by the Landlord, or any other bond to be furnished by the Tenant as may be required by the Landlord to insure the faithful performance of the work in accordance with the Approved Plans.



CONTRACTING & CONSTRUCTION

C. COMMENCEMENT OF CONSTRUCTION

Tenant shall commence construction of Tenant's Work in the Premises in time to open by the date set forth in the Lease as the Rent Commencement Date, and shall carry the construction to completion with all due diligence. The failure of the Tenant to comply with the procedures and requirements set forth in this Handbook, or to commence or complete the construction of the Premises prior to the Rent Commencement Date shall have no effect whatsoever upon the Rent Commencement Date, which shall in any event occur at the time provided for in the Lease.

D. LANDLORD'S RIGHT TO PERFORM WORK

Landlord shall have the right to perform, on behalf of and for the account of the Tenant, subject to reimbursement by the Tenant, any and all of Tenant's Work which the Landlord determines in its sole discretion should be performed immediately and on an emergency basis for the best interest of the Development. This shall include without limitation, work that pertains to structural components, mechanical components, sprinkler and general utility systems, roofing systems, and removal of unduly accumulated construction material and debris.

E. CONSTRUCTION COMPLETION

At the Substantial Completion of construction, the Tenant shall forward to the Landlord a Certificate of Substantial Completion by the Tenant's Architect stating that the Tenant Work has been substantially completed in compliance with the Approved Plans. The certificate shall be accompanied by a list of deficiencies (commonly referred to as the punch list) that must be corrected before the Work is complete. Any additional deficiencies noted by the Landlord shall be sent to the Tenant

who shall forward them to Tenant's Contractor for correction within thirty (30) days after receipt. In addition, the Tenant shall provide the Landlord with a copy of the occupancy certificate issued by the applicable local unit of government. Restaurants shall provide copies of pertinent operating licenses (liquor license, victualer permit, etc.).

F. LANDLORD'S LETTER OF ACCEPTANCE

Upon the completion of Tenant's Work, and upon written request to the Landlord from the Tenant, the Landlord shall issue a Letter of Acceptance of the Premises. The issuing of this Letter shall be conditioned on satisfaction by the Tenant of the following conditions:

- The satisfactory completion by the Tenant of the Tenant's Work including correction of deficiencies and inconsistencies with Approved Plans.
- Furnishing by the Tenant to the Landlord of all waivers of liens and sworn statements from all persons performing labor and/or supplying materials in connection with the Tenant's Work showing that all of said persons have been compensated in full.
- Submittal by the Tenant to the Landlord of a detailed breakdown of the Tenant's final and total construction costs.
- Submittal by the Tenant to the Landlord of warranties for not less than one (1) year against defects in workmanship, materials and equipment, if so required by Landlord.



CONTRACTING & CONSTRUCTION

- Full payment by the Tenant of all sums due to the Landlord for items of work performed by the Landlord and services provided on behalf of the Tenant, as outlined above.
- The issuance of a Certificate of Occupancy by the building and safety department of the applicable local unit of government. Upon written request from Tenant, the Landlord shall also inspect that portion of the Tenant's Work which has been completed up to the date of such request, and upon satisfaction of all of the conditions set forth above (other than the issuance of a Certificate of Occupancy) with respect to the completed portion of the Tenant's Work, the Landlord shall issue the Landlord's Letter of Acceptance with respect to such completed work. No payments, if any, required to be made by the Landlord to the Tenant shall be made unless and until the Tenant has obtained a current Letter of Acceptance with respect to all of the Tenant's Work completed as of the date of such required payment.

G. PAYMENTS BY TENANT

The Tenant shall pay the Landlord all sums due to the Landlord for items of work performed or expenses incurred by the Landlord on behalf of the Tenant within ten (10) days after receipt by the Tenant of a statement of those expenses from Landlord.

H. INSURANCE

The Tenant shall secure, pay for and maintain, or cause its Contractor(s) to secure, pay for and maintain during the performance of the Tenant's Work, all of the insurance policies required herein, in the amounts as set forth below, and such

insurance as may from time to time be required under city, county, state, or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances. The Tenant shall not permit its Contractor(s) to commence any work until all required insurance has been obtained and certificates of such insurance have been delivered to the Landlord.

Tenant's General Contractor's and Subcontractors' Required Minimum Coverages and Limits of Liability are:

- Worker's Compensation (including Employer's Liability Insurance) with a limit of not less than \$2,000,000, and any insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under those acts and statutes.
- Commercial General Liability insurance (including Contractor's Protective Liability) in an amount not less than \$2,000,000 for any one occurrence whether involving personal injury liability (or death resulting from personal injury) or property damage liability or a combination thereof with an aggregate limit of \$2,000,000. Such insurance shall provide for explosion, collapse and underground coverage. Such insurance shall insure the Tenant's Contractor against any and all claims for personal injury, including death resulting from personal injury, and damage to or destruction of property of any kind whatsoever and to whomsoever belonging and arising from his operations under the Contract and whether such operations are performed by the Tenant's Contractor, subcontractors, or any of their



CONTRACTING & CONSTRUCTION

their subcontractors, or by any one directly or indirectly employed by any of them.

- Comprehensive Automobile Liability Insurance, including the ownership, maintenance, and operation of any automotive equipment, owned, hired, and non-owned, in the following amounts:

Bodily injury, per occ. for personal injury and/or death:
\$2,000,000

Property Damage liability:
\$2,000,000

Such insurance shall insure the Tenant's General Contractor and/or subcontractors against any and all claims for personal injury, including death resulting from personal injury and damage to the property of others caused by accident and arising from its operations under the Contract and whether such operations are performed by the Tenant's Contractor, subcontractors, or by anyone directly or indirectly employed by any of them.

Tenant's Protective Liability Insurance

Tenant shall provide Owner's protective Liability Insurance as will insure Tenant against any and all liability to third parties for damages because of personal injury liability (or death resulting therefrom) and property damage liability of others of a combination thereof which may arise from work in connection with the leased premises, and any other liability for damages which Tenant's Contractor and/or subcontractors are required to insure against under any provisions herein. Said insurance shall be provided in minimum amounts as follows:

Bodily injury, per occurrence for personal injury and/or death
\$2,000,000

Property Damage liability
\$2,000,000

Tenant's Builder's Risk Insurance

Completed Value Builder's Risk Material Damage Insurance Coverage: An "All Physical Loss" Builder's Risk insurance policy on the work to be performed for the Tenant in the leased premises as it relates to the building within which the leased premises is located. The policy shall include the Tenant, Tenant's Contractor and subcontractors, the Landlord, and the partners and agents of the Landlord, as insureds as their interests may appear. The amount of insurance to be provided shall be 100% of the replacement cost.

All such insurance policies required under this Exhibit, except as noted above, shall include Landlord, its architect, general contractor, and the partners and agents of Landlord, and the partners of such partners, and any other parties in interest designated by Landlord, as additional insureds, except Worker's Compensation insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord, its architect, general contractor, partners and agents, and the partners of such partners, and any other parties in interests designated by Landlord. All such insurance shall be primary and noncontributing with respect to any policies carried by Landlord, and any insurance provided



CONTRACTING & CONSTRUCTION

by Landlord shall be carried on an excess basis.

Certificates of insurance shall provide that no reduction in the amounts or limits of liability or cancellation of such insurance coverage shall be undertaken without prior thirty (30) day written notice to Landlord.

The insurance required under the Exhibit shall be in addition to any and all insurance required to be procured by Tenant pursuant to other sections of the Lease.

Tenant shall cause Tenant's Contractor to provide warranties for not less than one (1) year against defects in workmanship, materials and equipment.

Tenant's Work shall be subject to the inspection of the Landlord, its consultants and its supervisory personnel, at any time.

I. TENANT WORK INTERFACE WITH BASE BUILDING SYSTEMS

Floors

Live loads shall be interpreted as all superimposed loads, including partitions, fixtures, product, files and other equipment. Standard floor leveling and patching will be performed by Tenant. Use of a crack-suppression membrane is recommended under rigid flooring materials such as ceramic and porcelain tile. If Tenant elects to install moisture sensitive flooring, subject to Landlord's approval, Tenant shall consult with an engineering professional to determine the appropriate type of concrete sealer for use under the finish flooring material, and shall use such sealer prior to installing flooring. Landlord shall not be responsible for water vapor emissions

through the slab that may exceed flooring manufacturer's recommendations, or which may occur as a result of penetrations in the slab by Tenant or its contractors.

Tenant shall not drill, core, cut or demolish slabs, walls, columns or other structural members without prior review and approval of Landlord, to be granted or withheld in Landlord's sole discretion. Tenant shall afford Landlord an adequate period of time to review any such plans such that, if determined to be necessary by Landlord, Landlord may obtain review of such plans by a structural engineer.

Demising Partitions

Tenant is responsible for necessary modifications to meet any Code required increase in separation due to Tenant's use of the Premises. Tenant shall not be permitted, without Landlord's prior written approval, to be granted or withheld in its sole discretion, to hang fixtures from demising partitions. Tenant acknowledges that Landlord may condition approval on Tenant's reinforcement of the demising partitions.

Interior Partitions

Tenant shall be responsible for all interior partitions, including stockroom partition and exit corridor, as well as any and all drop walls, lowered ceilings, soffitted areas, light coves, show window platforms, store fixtures, furnishings and accessories as indicated or required by their design.

Special Requirements for Working On or Penetrating the Roof

Any work, including without limitation, cutting, venting or duct installations which involve cutting into, or penetrating the roof



CONTRACTING & CONSTRUCTION

or any of its components, in any manner, must be performed by the Landlord's roofing contractor at the Tenant's expense. Tenant shall not permit Tenant's Contractor or any subcontractor to perform such work.

Tenant's contractor shall provide temporary roof protection at all times when working on the roof. Any work involving access to the roof requires notice to and approval from Landlord. Submittal of such notice shall include a detailed description of the temporary measures the contractor proposes to use to protect the roof.

Tenant shall be liable for all damages resulting from any penetration and its consequent effect on the integrity of the roof and any of its components, and for any applicable manufacturer's or contractor's warranty.

Special Requirements for Slab Penetrations

Any penetration of the building slab shall be repaired by Tenant, at its sole cost and expense, per Landlord-approved replacement details and methods, including the patching of sub-slab vapor or waterproof membranes. All such penetrations shall be coordinated with Landlord's MEP and structural engineers and shall be subject to Landlord's written approval prior to Tenant's undertaking of the same.

Special Requirements for Exterior Wall Penetrations

All such penetrations shall be coordinated with Landlord's MEP and structural engineers and shall be subject to Landlord's written approval prior to Tenant making any penetrations. All patching and sealing around penetrations must restore the fire resistant, moisture resistant, and air barrier properties of the

assembly.

Special Requirements for Work Extending Into Other Areas

No component of Tenant's work shall extend into other retail Tenant's areas. Should Tenant deem such work in other areas be unavoidable, Tenant shall petition Landlord for written approval, to be granted or withheld in its sole discretion, prior to commencing any such work. Should Landlord deem such work acceptable, Tenant and Landlord shall work together to plan acceptable routes for work extending into other areas and Tenant shall consult with Landlord's MEP and structural engineers to coordinate the work with the systems in the other areas and to eliminate any adverse effects on those systems. Tenant shall be liable for all planning, engineering, and construction costs associated with the work in other areas, including but not limited to alterations and repairs to the systems and elements of those other areas and the inconvenience to their users and occupants.

Building Monitoring and/or Fire Alarm System

All building monitoring and/or fire alarm system alterations and/or additional work must be performed by the Landlord's Fire Alarm/Monitoring Contractor at the Tenant's expense. Protection of existing devices and plug out costs associated with the construction and/or alteration of the Tenant space will be the Tenant's responsibility.



CONTRACTING & CONSTRUCTION

Fire Protection and Sprinkler System

All fire sprinkler system alterations and/or additional work must be performed by the Landlord's Sprinkler Contractor at the Tenant's expense. Drain downs and refills of the existing system to accommodate the Tenant's work will be the Tenant's responsibility.

Construction Signs

Design and location of all signs shall be approved by Landlord. All signs shall be in accordance with Codes and Regulations and Landlord's sign criteria and shall be installed prior to Tenant's initial opening for business. Tenant shall be responsible for all costs associated with sign illumination. In order to assure consistency and timely installation, Landlord reserves the right, at Tenant's sole cost and expense, to install sign lighting on behalf of Tenant.

J. TEMPORARY FACILITIES DURING CONSTRUCTION

Tenant shall pay for all temporary utility facilities, and the removal of debris, as necessary and required in connection with the demolition and/or construction of the leased premises. Storage of Tenant's Contractors' construction material, tools, equipment, and debris shall be confined to the premises and in areas which may be designated for such purposes by Landlord.

During construction, Landlord may provide temporary electrical service in an area designated by Landlord. Tenant shall request, in writing, permission to connect temporary lines to the power source for service to the Premises. The cost to Tenant for this service will be the greater of \$450.00 per month or twenty-five cents (\$0.25) per square foot of leased area per month, or

such charge as stated in the lease. Payment is to be remitted to Landlord by the first of each month after service is initiated. In the event that the premises contain a metered electrical service, Tenant shall utilize the existing service and reimburse Landlord on the metered basis.

Trash Removal

During Tenant's Work, Landlord may require Tenant to utilize trash removal service from designated loading docks or truck courts. Tenant is responsible for breaking down boxes and placing trash in containers in the designated areas.

The cost to the Tenant for this service will be on a monthly basis and payment is to be remitted by the first of each month after service is initiated. The charge shall be as stated in the lease or calculated on the following basis:

At any time determined by Landlord, Landlord may discontinue trash removal service and Tenant shall assume responsibility therefore. All such work shall be performed by contractors approved by Landlord.

Prior to the commencement of Tenant's Work, Tenant shall make application to all appropriate utility companies and place all meters for the Premises in Tenant's name. Tenant shall pay all utility charges for the Premises, including deposits, connection fees, etc. If permanent utility service is not available on the Delivery Date, at Landlord's election, it shall be the responsibility of Tenant or Tenant's Contractor to obtain such service on a Temporary basis or service shall be handled as provided for in the Lease.



CONTRACTING & CONSTRUCTION

Temporary Partitions

Should the extent of revisions of the Tenant's Landlord-designed or pre-existing storefront or the installation of a new Tenant-designed storefront require it, Tenant shall provide, during performance of Tenant's Work, a temporary barricade at the storefront lease line. This storefront barricade shall be neatly and cleanly constructed of A-side plywood or MDO plywood, and shall have finished corners and roofing. The storefront barricade shall be painted with exterior grade paint and may display the store name, logo, and a "coming soon" or opening date message, all as approved by Landlord. Landlord shall have the option, by written notice to Tenant, to require Tenant to remove the storefront barricade. In the event of removal, Tenant shall be responsible for and shall immediately repair any damage caused to the premises by the removal of the barricade. Tenant's Contractor shall also erect other temporary partitions, dust barriers, etc. as required by Landlord to minimize the impact of construction activities on other common areas or adjacent leased areas.

Temporary Toilets and Drinking Water

The Tenant Contractor shall provide and maintain sufficient temporary toilet facilities for its workforce. The location of such facilities must be identified on the Tenant plans. The Tenant contract must maintain such facilities as necessary to be clean and inoffensive. No workers may use the base building facilities. The Tenant's Contractor shall provide its workers drinking water as necessary.