

STORE CONSTRUCTION PROCEDURES

To expedite the construction of the Tenant's premises, the Landlord has established the following guidelines.

The construction of the Tenant's premises is to be performed in accordance with the Tenant's approved plans and specifications by a licensed & bondable Contractor selected by the Tenant. Tenants needing assistance in locating experienced local General Contractors should contact the Landlord's Representative for assistance. The General Contractors, as well as Heating, Ventilation and Air Conditioning, Plumbing, Gas Piping, Electrical and Sign Subcontractors, must be licensed by the State of Illinois and locally, as required.

The Tenant or Tenant's Architect must also forward a copy of this Design Criteria Manual to the General Contractor.

Note: Tenant General Contractor requirements are further outlined under separate cover in the General Contractor Guidelines publication.

The General Contractor selected by the Tenant must provide a full time Superintendent on site at all times during construction and must observe suitable safety practices.

The Tenant's General Contractor shall be required to conduct a pre-construction meeting and coordinate all construction staging with Landlord's Representative prior to starting construction. All on-site Tenant construction activities shall be in accordance with the lease and the Shoppes at Grand Prairie General Contractor Guidelines.

Contractors and Subcontractors shall not discriminate against any person or group of persons on account of race, sex, marital

status, age, handicaps, color, creed, religion, national origin or ancestry. All Contractors shall have good labor relations, be capable of performing quality workmanship and work in harmony with Landlord's Contractors and other Contractors on the job, and any other labor entity at or servicing the center.

Union labor must be used if required by Law and/or required by Landlord's contracts with third parties, or required to avoid strikes, work stoppage or disruptions, and comply with such other requirements as Landlord may impose concerning the manner and times in which such Work shall be done and other aspects of the Work.

Tenant's Contractor shall cooperate with the Landlord's Construction Superintendent and any other Contractor by coordinating its work in order not to delay other work in progress, interfere with the operations of existing stores, or impede or endanger the safety of Contractors and the public.

Permits and Certificate of Occupancy

The Tenant or his Contractor must submit the required number of sets of Landlord approved final working drawings and specifications and apply for all necessary permits, including a building permit from the City of Peoria Building Department, and pay all associated fees. All permits and one set of approved drawings must be kept at the construction site during construction.

In addition, if applicable, the Tenant may have to obtain certain permits or approvals from the Health Department or other governing authorities and pay for any applicable fees.

All Contractors must be licensed in the State of Illinois and possess all applicable local business licenses.

SECTION X STORE CONSTRUCTION PROCEDURES

It is the Tenant Contractor's responsibility to schedule periodic inspections by the appropriate Building Department and other inspectors as necessary and to comply with their requirements and all codes and regulations. Inspections should be scheduled so that there is adequate time to make any changes required by the inspectors prior to the store opening.

Tenant shall obtain a Certificate of Occupancy from the Building Department and submit a copy of this certificate to the Landlord's Representative before opening the premises to the public. The original must be posted within the Tenant space.

Prerequisites to Tenant Construction

Before the Tenant's Contractor will be permitted to start construction, the Contractor must comply with the following prerequisites:

Pre-Construction Meeting

A pre-construction meeting must be held with the Landlord's Representative to determine suitable access routes to the site and the premises, designated parking for Contractors, designated loading, unloading and storage areas if available and approved by the Landlord.

Insurance

Any Contractor engaged by the Tenant having a Contract shall furnish a certificate of insurance naming the Tenant; the Landlord's Lender; and the Landlord, as additional insureds, as their interest may appear. Evidence of the insurance must be filed with the Landlord's Representative before construction may begin. Insurance requirements should follow the details under the Insurance Exhibit within the Tenant's Lease.

Permits, Inspection and Acceptance

Tenant's Contractor must provide evidence of all necessary permits prior to start of construction. It is the Tenant Contractor's responsibility to schedule inspections by the appropriate building department and other inspectors as necessary, and to comply with their requirements, and all codes and regulations. A copy of all inspection reports must be submitted to the Landlord Representative. From time to time, and upon completion, Landlord's Representative will inspect Tenant's construction for compliance with approved drawings and specifications. Deviations or unsatisfactory workmanship must be immediately corrected, regardless of their acceptance by public authority or the Tenant. The Landlord's Representative will compile and issue a punch list to the Tenant's General Contractor for prompt completion.

Progress Schedule

The Tenant's Contractor shall promptly submit to the Landlord's Representative a progress schedule or bar chart showing the work schedule and anticipated completion of the store.

Tenant shall provide any subsequent updates to the Landlord if any changes or delays are experienced.

Changes In Design or Materials

Tenant's Contractor shall not deviate from approved drawings and specifications without obtaining prior written permission from Tenant, Landlord's Representative, and the Building Department and/or other governmental agencies.

Construction Utilities

During construction, the Tenant's electrical contractor shall be required to provide ground fault protection for all power equipment used in the premises.

If required, The Tenant shall provide temporary heat with equipment as permitted by local codes, the Fire Department, and the Landlord.

Access to Roof

Access to shopping center roof is restricted to the Landlord's personnel and the Landlord's designated Contractors. No Contractor or Subcontractor will be permitted on the roof unless specific permission has been obtained from the Landlord's Representative. The penetration of the roof deck and the installation of all flashing and curbing for Tenant related equipment must be by the Landlord's roofing Contractor at the Tenant's expense. Installation of equipment on the roof will be by the Tenant's Contractor.

Rubbish Removal

The Tenant or Tenant's Contractor shall be responsible for the daily removal of construction debris from the lease premises to a Landlord provided central dumpster to be located at the Service Court of each building. Should the Tenant fail to comply with the above, the Landlord will proceed, upon 24-hour notice, with the necessary cleanup, demolition and removal, and charge the

Tenant accordingly. Any damage to any Landlord equipment or finishes will be deducted from Tenant Construction allowance. The week before the Shopping Center Grand Opening, each unfinished Tenant space will be charged a pro-rate rubbish fee until the Tenant space is complete.

Courtyards, public corridors, service corridors, roof areas, and adjacent Tenant spaces must be kept clear of all trash, refuse, fixturing and merchandise at all times.

Damage

Tenant and his Contractor shall be responsible for the cost of any damage to structure, utilities or vehicles caused by any persons or equipment under Tenant Contracts.

Repair of Adjacent Finishes

It is the Tenant's responsibility to repair all existing Landlord or adjacent Tenant construction finishes which may have become damaged as a result of Tenant's construction.

Landlord's Prior Rights

The Landlord retains prior rights to the space above 14'-0" of the Tenant's premises, to accommodate the shopping center's structural, mechanical or electrical requirements, such as piping, ducts, conduit, etc.

Furthermore, Landlord, Landlord's agent(s), or an authorized utility company (subject to Landlord's written permission) shall have the right to run utility lines, pipes, conduits, or duct work where necessary or desirable, through air space above the Tenant's ceiling, column space or other parts of the leased premises, and to maintain, repair, alter, replace or remove the same, all in a manner which does not interfere unnecessarily with the Tenant's use thereof.

Violations

In the event the Tenant is notified of any violations of codes, ordinances, or regulations, or of its obligations hereunder, either by the jurisdictional authorities or by the Landlord, Tenant shall correct such violations within seven (7) calendar days, or the Landlord will correct, at Tenant's expense, such violations at Landlord's actual cost plus fifteen percent (15%) cost of administration.

Temporary Tenant Enclosure

In the event that the Tenant storefront construction will not be completed by Grand Opening, the Landlord will require that the Tenant's premises be separated from the exterior mall common area by a temporary tenant enclosure or construction barricade.

The enclosure shall extend from the top of the floor slab to the underside of the Landlord bulkhead and from neutral pier to neutral pier, across the entire designated tenant opening. It shall be constructed of metal studs with 5/8" exterior grade, fire-rated plywood, painted a Landlord approved color and may be required to include graphics per the Landlord's specification.

An access door will be permitted in the temporary Tenant enclosure only if there is no rear service door to the premises.

Construction of the initial barricade and subsequent modifications to it during construction will be at the Tenant's expense per the lease agreement. All barricade work after Grand Opening shall be done outside of the normal hours of mall operation.

Prior to the removal of the construction barricade, the Tenant contractor shall request a review and punch list of the lease space by the Landlord's Representative. All punch list items shall be completed prior to the removal of the barricade.

Clean-Up

Tenant shall provide daily cleanup of its premises and the surrounding area during construction, and the removal of all construction debris from the Tenant space to the trash containers. Upon completion of Tenant's construction, Tenant shall promptly dismantle, remove and dispose of the temporary tenant enclosure and any excess materials from the premises. Should the Tenant fail to comply with the above, Landlord will proceed, upon 24 hours notice, with the necessary cleanup, demolition and removal, and charge the Tenant.

Security

Access to the site will be restricted to only those employees working on the project.

Contractors wishing access to the site after normal working hours must obtain approval from the Landlord Representative.

Waivers of Lien

In making progress and final payments to Contractors, Tenant should obtain valid Waivers of Lien, indicating payment in full for labor, materials, and subcontractors. Landlord may request to see evidence of such Waivers before permitting Tenant to open the premises for business.

Certificate of Occupancy

Tenant shall obtain a Certificate of Occupancy from the City of Peoria and submit a copy of this certificate to the Landlord's Representative before opening the premises to the public. Further, turn over "as-built" drawings at the completion of the punch list and for final inspection by the Landlord Representative.