



**MIRACLE MILE SHOPS**  
at planet hollywood resort & casino

**TENANT DESIGN MANUAL**

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## 1.0 FOREWORD

Las Vegas' most exciting shopping center is now \$50 million more fabulous. Formerly The Shops at Desert Passage, this unique signature retail destination boasts a sleek, modern façade with floor to ceiling glass vestibule doors and storefronts that blend seamlessly with the neighboring Planet Hollywood Resort & Casino. The façade includes a 162-foot LED sign that extends 40 feet above the roof, telling everyone outside what's going on inside.

The design by New York-based architecture firm Gensler includes people movers, a backlit sidewalk water feature, and continuous streaming imagery and special effects throughout.

Confirmed merchants include PBR Rock Bar, Ben Sherman, DC Shoes, Quiksilver, Sisley, Urban Outfitters, Wild Pair, Journeys, Aldo Accessories, Guess?, Guess by Marciano, H&M, Sunglass Hut, Sin City Brewing Co., Chinese Laundry, White House|Black Market, Pampas Churrascaria, and Cabo Wabo Cantina.

**All Tenants must utilize union trades (laborers and carpentry) whilst renovating new or existing construction of a space inside Miracle Mile Shops.**



## 1.1 PROJECT INFORMATION

### HOURS

Sunday - Thursday 10 am - 11 pm

Friday - Saturday 10 am - 12 midnight

Open 365 days. Restaurant and nightclub hours vary.

Management telephone: 702.866.0703

Management fax: 702.866.0717

Security/Maintenance: 702.862.8014

Security: (24 hours) 702.862.8014

### LOCATION

3663 Las Vegas Blvd., South

Las Vegas, NV 89109

Directions from I-15:

Exit Flamingo Road and go East. Turn right on Las Vegas Blvd. Turn left on Harmon Ave. Turn left into the Miracle Mile Shops parking garage. Free valet parking or self parking is available.

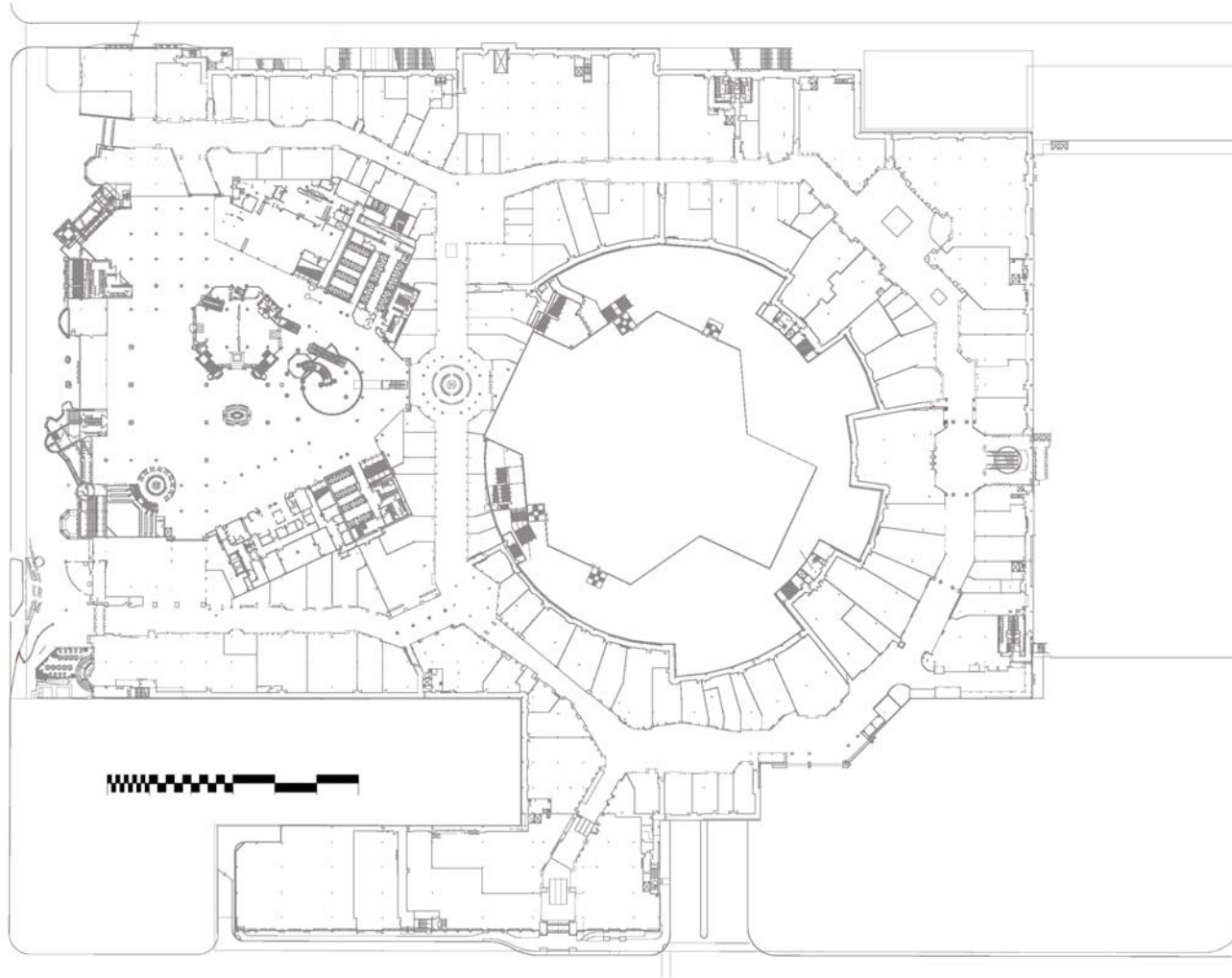
From McCarran International Airport:

Exit the airport via the Tropicana Blvd/Paradise Rd. exit. Proceed north on Paradise Rd., crossing over Tropicana Blvd. Turn left on Harmon Ave. Pass Audrie St., then turn right into Miracle Mile Shops parking garage. Free valet parking or self parking is available.



## 1.2 Project Layout

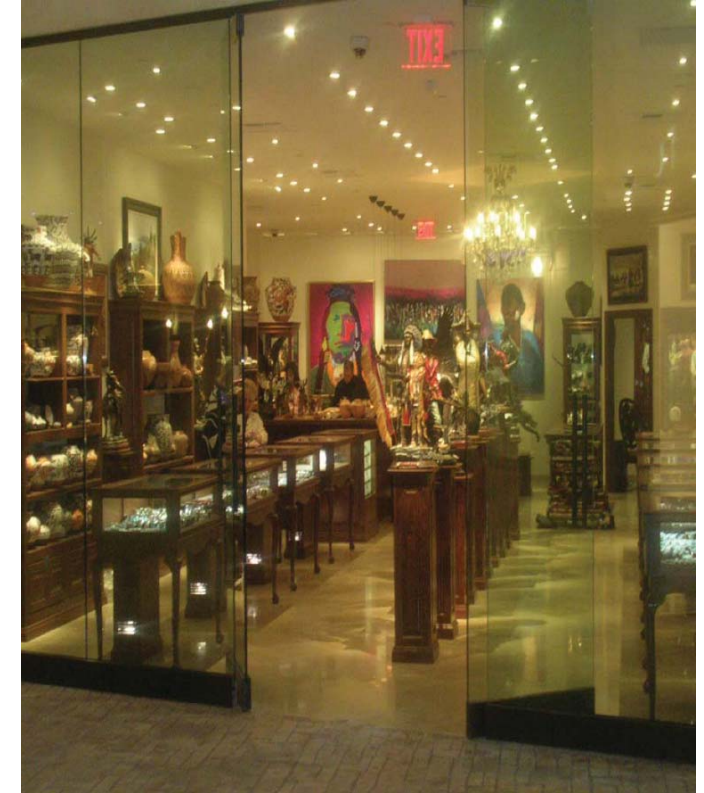
With 170 Specialty Stores, 15 Tantalizing Restaurants, and a Prime Center Strip Location, Miracle Mile Shops offers an array of shopping, dining and entertainment experiences.



## 2.0 Design Parameters

The following is a description of the basic parameters a Tenant must follow when designing the Leased Premises in Miracle Mile Shops at Planet Hollywood Resort and Casino. These guidelines apply to all Tenants and are subject to Landlord's and governing agency approvals.

1. Each store should reflect the Tenant's best quality of merchandising, price point and image and lifestyle of targeted customers.
2. Tenant should understand that Landlord review of store design in the context with neighboring store designs is necessary and will benefit the entire mall. Within this context a level of quality will be achieved which will benefit the image of each Tenant and Miracle Mile Shops at Planet Hollywood Resort and Casino as a whole.
3. All Tenant documents shall be designed and produced by licensed professionals registered in the State of Nevada.
4. Prior to design process, the Tenant and his licensed professionals should visit the site to verify existing conditions. The Landlord is not responsible for omissions of architectural, structural, mechanical, electrical, plumbing elements within tenant premises.
5. **For plan submission process, refer to Section 5.**
6. As ceilings are a very visible element of the store interior, they should be treated with much care. In order to create more interesting stores, Tenant ceiling areas shall be designed to emphasize specific locations within the store. This can be accomplished by changing ceiling heights and colors. Innovative light fixtures can also add a special character. Solid gypsum board ceilings are required 10'-0" from the Storefront Lease Line inwards and are mandatory. Acoustical T-bar ceiling modules will not be permitted except in storage and non-public areas. Open ceilings within the general store area may be permitted subject to Landlord's approval.
7. No depressed floor slabs will be permitted.
8. All transition between floor of unequal height should be gradual providing a smooth walking surface. Tripping hazards such as carpet trim strips and high reducers are not permitted.
9. Any penetrations planned by Tenant through the roof or ceiling or the floor of the Leased Premises must be approved by Landlord at the time of plan preparation, and performed by the Landlord's designated contractor (unless otherwise approved by Landlord in writing) at Tenant's expense. All grease duct roof penetrations shall



- extend 4'-0" above finished roof elevation. Tenant will not be permitted to penetrate any structural members.
10. Carpeting, if used in the sales area shall be of the highest quality. Commercial grade high quality cut pile or loop/cut pile carpeting combination is required.
  11. No suspended loads will be attached to the underside of the ceiling or structure with the exception of normal suspended ceiling and lighting fixtures, without the Landlord's written approval and Landlord structural engineer stamped drawings at Tenant's expense.
  12. No wall mounted fixtures will be permitted other than those approved in writing by the Landlord.
  13. Tenant shall furnish and install all general and emergency illumination for display showcases and lighting throughout the Leased Premises (Refer to Section 2.4, "Lighting Criteria" for more information).
  14. Tenant is responsible for installation and maintenance of rear service doors and security systems within stores. Landlord may provide, at Tenant's expense, a rear service door when Tenant's space exceeds fifteen hundred square feet (1500 sq. ft.) or exceeds seventy-five feet (75'-0") in depth and has a demising wall common to a mall service corridor. Electronic surveillance monitors and sensors located adjacent to Tenant's entry must be concealed within interior architectural elements, the storefront construction, or recessed beneath the finished floor and out of plain view from the public. Free-standing pedestals or suspended equipment containing sensor equipment are prohibited.
  15. Any required internal communication systems, alarm systems, fire protection systems, or smoke alarm systems as may be required by any government agency will be reviewed by Landlord's engineer or contractor, supplied by Tenant and installed by the Landlord's designated contractor at the Tenant's expense. All fire alarm devices shall be compatible with and connected to Landlord's master fire control panel.
  16. A carefully planned music program should be designed concurrently with a store design. Sound systems should be professionally installed with built-in speakers and components that are concealed and accessible only by the store staff. All speakers should be installed to direct their sound to the interior of the store. No sound leaks beyond 55 dB to public spaces should be allowed.
  17. Lease lines unless otherwise designated, are established along the leading face of all storefronts. Tenants must comply with fire code requirements for sprinklers, smoke baffles and fire separation.
  18. Tenants must provide steps and/or ramps for grade breaks within their Leased Premises if applicable conforming to all applicable codes, regulations and requirements.
  19. All distribution of plumbing, gas, sprinklers, air handling, ductwork, thermostats, emergency equipment and power etc. is by Tenant.

## 2.1 Tenant Storefronts

1. Landlord has provided unique façade designs to accommodate each Tenant and gives the opportunity to create interesting storefronts maximizing impact and visibility within Miracle Mile Shops at Planet Hollywood Resort and Casino.
2. All storefronts, interiors, furniture, fixtures and equipment shall be designed, fabricated, and installed by the Tenant at its own expense. Storefront construction shall extend from the floor slab to the bulkhead as indicated (if applicable) and should abut vertical demising neutral strips on each side of Tenant space made of 1/2" x 1/2" stainless steel channels provided and installed by Tenant. Storefronts shall not project beyond the lease lines. All storefront work shall be self-supporting from the slab and secured to the building structure as per Landlord structural engineer at Tenant cost.
3. All storefront designs are subject to Landlord approval and require full store design drawings and a color perspective rendering. Those Tenants who have nationally recognized design and identities may be required to modify their designs to fit into the overall context of Miracle Mile Shops at Planet Hollywood Resort and Casino.
4. There is a Storefront Design Control Zone established 10'-0" inside the lease line parallel to Tenant storefront which is controlled by the Landlord. All design elements including but not limited to flooring, ceiling, floor fixtures,

furniture, decoration, lighting and display are subject to Landlord review and approval. Each Tenant must comply with requirements for this Storefront Design Control Zone.

5. The entry door when in open position should not project beyond lease line. The storefront doors should be minimum 75% finished with glass and should be minimum 9'-0" high with a kick base height equal to the glazing base height.
6. Within the Storefront Design Control Zone the tenants are required to incorporate a recessed light trough in the drywall ceiling to conceal display lighting.
7. The Tenant must provide 10'-0" of hard surface transition flooring material between mall flooring at lease line and store flooring.
8. Tenant flooring should be finished up to the lease line and should be transitioned to the mall flooring with 1/4" stainless steel dividing strip.
9. Sprinkler heads in control zone must be flush type.
10. To enhance visibility into the store there will be no walls constructed, fixtures or any other obstruction higher than 5'-0" within the Storefront Design Control Zone.
11. Glass storefront portion should be minimum 70% of the storefronts with minimum 12'-0" high glass.



12. All storefront finish materials should be taken down to a minimum 6" high stainless steel base, as per Landlord's

specification to be recessed satin finish stainless steel with a 1/2" reveal at the top.

13. Each Tenant shall provide 1/2" stainless steel channel reveal continuous around the storefront to protect Landlord bulkhead where applicable and to separate from the neighboring tenant. To be coordinated with Landlord.
14. All Tenant construction, including storefront displays shall be in accordance with the local building codes as applicable.
15. All elements which are clearly part of the individual storefront must be well maintained by the Tenant. Only details, which specify durable materials, designed in a manner so as not to hamper maintenance of the common areas and to require minimal maintenance by the individual stores will be acceptable.
16. The Tenant's sign must appear within the designated tenant storefront areas. (Please refer to "Signage Criteria" for specific information on signage types.)
17. No surfaces or projections potentially hazardous to pedestrian traffic may be used.
18. Storefronts having frontages on areas within the building with differing criteria requirements shall be designed to conform to the criteria established for both areas and be subject to Landlord's approval.

19. Electronic surveillance monitors and sensors located adjacent to Tenant's entry must be concealed within interior architectural elements, the storefront construction, or recessed beneath the finished floor and out of plain view from the public.
20. Concealed systems such as floor recessed antennas and overhead systems behind a storefront soffit above are permitted.
21. Freestanding pedestals or suspended equipment containing sensor equipment are prohibited.
22. All wiring shall be concealed from view. Exposed power poles or wiring channels are not permitted.
23. Any security/shoplifting device system design must be submitted for Landlord's review together with the overall store design submission. No system shall be installed without approval by the Landlord.
24. **BARRICADES:** Within 5 days after Landlord delivers possession of the Premises to Tenant and prior to commencing Tenant's work, Tenant shall at its sole cost and expense, erect a construction barricade in accordance with landlord's criteria. In the event that Tenant does not erect the barricade within the timeframe set forth herein, Landlord will install "Coming Soon" graphics on the storefront and Tenant shall reimburse Landlord for the cost thereof. Landlord may, in its sole and absolute discretion, erect the barricade, and Tenant shall, upon demand, reimburse Landlord for the cost thereof. A

building department permit will be required before the wall is installed. **All barricades will be painted Frazee White low sheen 001 or its equivalent, no exceptions. IF BARRICADES ARE NOT PART OF THE CONSTRUCTION SET, THEY WILL REQUIRE A SEPARATE PERMIT.**

25. **BARRICADE GRAPHICS:** Tenant's barricade graphic shall be a full wrap graphic and shall be approved by Miracle Mile Shops Marketing Department. Sign Xpress is the mandated graphics provider for Miracle Mile Shops. They will coordinate and install all full wrap graphics at Tenant's sole cost and expense. Information signage for adjacent Tenants on the returns/side panels of the barricades are at Tenant's cost.

## 2.2 Storefront Materials

### ACCEPTABLE MATERIALS FOR THE STOREFRONT AND WITHIN THE STOREFRONT DESIGN CONTROL ZONE **WHEN VISIBLE**

#### Wood

- Solid painted or stained (Shop finish only)
- Hardwood or flat-cut veneer (Smooth finish only. Relief 1" maximum)

#### Glass

- Clear glass tempered, minimum 1/2 " thick, butt glass with polished or beveled edges (no silicone)
- Sandblasted or frosted glass
- Glazing systems to have cover plates sufficient to cover all rubber gaskets

#### Metals

- Brass or bronze (polished, brushed or matte)
- Copper (polished, brushes or matte)
- Aluminum, polished
- Stainless steel (polished or brushed)
- Baked Enamel (Shop finish only)

#### Stone (polished or honed)

- Marble or marble aggregate
- Granite
- Sandstone
- Limestone
- Travertine
- Slate

#### Tile

- Terrazzo

#### Gypsum

- Taped and sanded with paint finish (Inside storefront only)

Note: Painted drywall finish is not allowed on the storefronts  
Awnings are not permitted at the storefronts

#### Flooring

- Quality flooring such as:
  - Hardwood
  - Natural stone
  - Glazed & non-glazed terrazzo or ceramic tiles (Minimum 12" x 12")
- Polished or stained concrete subject to approval of sample

#### Store Closures

- Swing doors (clear-tempered frameless glass, or stainless steel framed doors) with ladder pulls (stainless steel).
- Roll down/sliding security grilles concealed overhead **are not** permitted.

### ACCEPTABLE MATERIALS **WITHIN** THE LEASED PREMISES. (BEYOND STOREFRONT DESIGN CONTROL ZONE 10'-0")

#### Wood

- Painted or stained (Shop finish only)
- Solid or flat-cut veneer (Smooth finish only. Relief 1" maximum).  
Ensure flame spread certificate is available for Fire Inspector for all wood materials used.

#### Glass

- Clear or tinted glass
- Clear or tinted mirror
- Glass block
- Etched glass
- Fritted glass
- Sandblasted glass
- Beveled glass
- Butt glass with polished or beveled edges

#### Metals

- Cast iron or cast aluminum
- Wrought iron
- Brass or bronze (polished, brushed or matte)
- Copper (polished, brushes or matte)
- Gun metal
- Pressed or perforated metal (Shop finish only)
- Steel
- Stainless steel (polished or brushed)
- Anodized or brushed aluminum
- Painted metal (Shop finish only)

#### Stone (polished or honed)

- Marble or marble aggregate
- Granite
- Sandstone
- Limestone
- Travertine
- Slate

#### Tile

#### Terrazzo (poured or tiles)

#### Plaster

- Plaster moldings

#### Masonry

- Tile (ceramic, quarry, porcelain, glass)
- Brick
- Terra-cotta
- Mosaics
- Stone

#### Gypsum

- Taped and sanded with paint finish (internal store use only)

#### Paint

- Regular paint

- Textured paint finish
- Other durable paint finishes

#### Flooring

- Quality flooring such as:
  - Ceramic tiles glazed & non-glazed (Minimum size 12" x 12"),
  - Terrazzo poured or tile (Minimum size 12" x 12"),
  - Hardwood,
  - Natural stone
  - Carpeting

- Polished or stained concrete subject to approval of sample

#### Ceiling

- Drywall
- Plaster
- Metal
- GRG
- Wood (fire retardant treated)

## 2.3 Signage Criteria

Tenants are required to comply with the Signage Criteria. The Tenant's signage design and specifications are to be submitted to the Landlord and are subject to the Landlord's written approval prior to application. The signage package must be shown as part of the overall tenant design review. Any installed signs that have not been approved and do not comply with the Tenant Design Criteria must be removed and revised to meet these requirements at the Tenant's expense.

### Design Requirements

1. Maximum length of major signage shall be 60% of the storefront elevation.
2. Sign letters shall not exceed 16" in height and 4" in depth
3. Tenants shall have identification signs designed as an integral part of the storefront design. Individual tenant's signs may be permitted on Landlord bulkhead and are subject to Landlord review and approval. Logo's on storefront must have three-dimensional qualities and not be a flat surface face.
4. Wording of all signs shall include the Tenant's trade name only. Company logo may be permitted if approved by Landlord. All metal panels exposed to public view to have color matched flush screws and no openings allowing leakage or light.
5. No sign maker label or other identifications is permitted on the exposed surface of sign except those required by local ordinance. If required they shall be placed in inconspicuous location approved by Landlord.
6. Tenants are permitted only one major sign per storefront elevation. If tenant space has 2 storefronts with angle less than 135° a second sign may be permitted. Second sign should not exceed 60% of major sign.
7. Blade signs may be permitted depending on the location and configuration of the Tenant space and are subject to Landlord review and approval. Allowable blade sign area is 24" x 24".
8. Optional minor signage could be permitted and must be approved by the Landlord. Minor signage shall be non-illuminated and should occur on or behind window glazing. Minor signage shall not exceed 60% of major sign and shall be limited to tenant's trade name only.
9. Silk screened signature signs may be applied to the interior surface of the transparent portion of the storefront 3'-0" A.F.F. Wording is limited to Tenant store name or logo. The maximum letter size is 3".
10. Credit card decals shall not be affixed on any part of the storefront nor shall credit card identification be immediately visible from the public space. Tenant may use card identification only in the immediate area of the transaction desk in a discreet manner.
11. Signs should be internally illuminated only. Indirect lighting will be considered on an individual basis with proper detailed drawings submitted. No light leaks will be permitted.
12. The following sign types **will be** permitted:
  - Routed metal, stone or wood
  - Metal letters on front or back of glass
  - Stained, painted, or gold or silver leafed wood letters
  - Reverse channel letters
  - Sandblasted glass
  - Pushed through illuminated lettering (Should project beyond background surface 1/2" minimum, 2" maximum)
  - 3-dimensional letters surface applied of metal, stone or wood
  - Fiber optics
  - Light boxes if recessed and concealed – still subject to approval from Landlord with projecting individual letters.
13. The following signs types **will not be** permitted:
  - Box type signs except when totally concealed and with a three-dimensional quality
  - Cloth, paper or cardboard signs
  - Signs with moving or animated components
  - Flashing lights or signs
  - Noise or odor producing signs
  - Exposed neon signs

- Signs with exposed raceways, ballasts or transformers
- Signs with exposed fasteners or unfinished edges

### **INTERIOR SIGNAGE AND GRAPHICS**

(must be submitted with drawing package before review can take place.)

1. Permanent interior signage and graphics should be identified in Tenant Construction Documents and are subject to Landlord review and approval. They should be three-dimensional, constructed of substantial materials, and located no closer than 10'-0" from the Storefront lease line.
2. Electronic graphics  
Use of electronic graphics should be identified in Tenant Construction Documents and are subject to Landlord review and approval. When permitted, video electronics including but not limited to TV monitors, rear projection screens, slide projection and holography devices should be fabricated as built-in components.
3. Informational Graphics  
Signage used to inform customers about store policies like smoking restrictions, seating practices, restroom locations, etc., should be identified in Tenant Construction Documents and are subject to Landlord review and approval.

### **2.4 Lighting Criteria**

Lighting is an essential and integral part of the visual presentation and store design.

A variety of lighting is required to best suit the variable merchandising uses and physical conditions throughout the project. The Tenant shall provide a high level of incandescent illumination within the Storefront Design Control Zone at the storefront. The following conditions and criteria are required of all Tenants:

1. Tenant is responsible for all lighting within the Demised Premises.
2. All lighting and lighting fixtures must be reviewed and approved by the Landlord.
3. Landlord does not supply lighting of storefronts.  
Storefronts shall have Tenant-installed lighting in the form of low voltage or Par 36 recessed track or recessed lights.
4. No Tenant lighting shall be installed outside of the Tenant's Lease Line, except with Landlord's written approval.
5. A minimum of 75 foot candles (800 lux) measured at 4'-0" from the floor is required within the Storefront Design Control Zone at the storefront.
6. Ambient Lighting should include:
  - Recessed compact fluorescent, halogen par lamps, or incandescent down lights

- Fluorescent or neon cove lighting (fully concealed from storefront)
- Recessed metal halide light fixtures
- Custom designed chandeliers or suspended light fixtures

7. Accent Lighting should include:
  - Halogen par light fixtures
  - Halogen track light fixtures (line-voltage system)
  - Low-voltage track lighting (spot focused lamps, not flood lamps) – must be recessed in storefront
  - Recessed, directionally adjustable, low-voltage incandescent fixtures
8. Perimeter Lighting should include:
  - Suspended light fixtures
  - Low-voltage track lighting
  - Halogen track lighting (line-voltage system)
  - Recessed compact fluorescent or halogen down lights
  - Indirect fluorescent lighting recessed within coves or valances a minimum of four inches
  - Fluorescent lamps should be specified with a high-color rendering index of approximately 3500° K.
9. There shall be no direct glare from the store in the public areas. All lighting in the Store Design Control Zone must be recessed fixtures or concealed in a recessed light trough.

10. All showcases and display cases must be adequately illuminated and ventilated. Direct visual exposure of incandescent bulbs and/or fluorescent tubes is prohibited.
11. Exposed light bulbs inside the Demised Premises are not permitted.
12. All lighting fixtures in Tenant's sales floor areas other than decorative fixtures shall be recessed. All recessed light fixtures installed within a rated ceiling shall be installed to provide a non-combustible assembly and meet all Code and Legal Requirements.
13. Pan type fluorescent ceiling light fixtures are not permitted. If fluorescent lighting is used, it must be shielded, accent and/or cove lighting and it must match the common mall area lighting type. Bare lamp fluorescent or incandescent fixtures may only be used in concealed areas and/or stock rooms.
14. Track type lighting and connectors within the store shall be painted to match the adjacent ceiling.
15. Electrode connections for neon-type lighting must be kept out of shopper's view.
16. Tenant shall provide an electronic time clock for control of storefront lighting, display cases and signage. Display windows and signage must be illuminated 24 hours a day, 7 days a week.
17. Lay-in fluorescent fixtures will not be permitted within Tenants sales floor area; however, they may be used within stockroom areas.
18. No strobe, spinner, flashing, animated, black light or intermittent lights will be permitted.
19. For further merchandising uses such as restaurants, cafes, bars and/or other uses that require specific mood-type lighting to create the desired atmosphere, approval of the design concept and fixtures must be obtained from the Landlord.

### 3.0 TECHNICAL CRITERIA

#### 3.1 Structural

Landlord's architect has designed the building shell in which the Tenant Premises are located. Said building is constructed and sprinkled in accordance with all applicable Legal Requirements.

Construction of the building in which the Premises are located shall be Type IA, unless specifically noted otherwise on the Project Drawings.

##### Structural Drawings & Review

Any alterations, additions or reinforcements to Landlord's structure required to accommodate Tenant's Work shall be performed by Tenant, at Tenant's expense with Landlord's prior written approval.

The Tenant, at Tenant's expense, shall submit for Landlord's approval a fully detailed and engineered set of structural drawings stamped by an engineer licensed in the state of Nevada, **regardless of any or no structural work.**

All structural information and drawings shall be reviewed by Landlord's structural engineer. The cost of Landlord's structural review shall be reimbursed by Tenant.

##### Structural Design Criteria

Landlord's floor slabs have been designed to the following:  
Live Load: 100 lbs. per square foot

Floor Slab: 4 1/2" Hard Rock Concrete on 3"x 18 GA. Metal Deck. Concrete compressive strength: 4000 psi.

Roof Deck: 1 1/2" x 20 GA. Metal Deck

Tenant, at Tenant's expense shall submit to Landlord, for Landlord's approval, detailed engineered structural support framing plans for loads exceeding the design load established for Tenant's Premises (i.e., sales, restaurant equipment, etc.).

Some limitations regarding trenching, coring or cutting of the structural slab....not allowed without prior approval.

Repair of existing slab openings and cores, shall be coordinated with the landlord and repaired/replaced at the expense of the tenant.

Maximum weight of floor finishes are not to exceed 10 psf, without prior approval and verification of the existing floor capacity.

Tenant should note that a majority of the storefront framing in the building are bearing walls that support hidden catwalks and extensive themeing. The bearing wall portion of these storefronts cannot be removed without new structural support being provided by the tenant.

Existing hidden catwalk design live load = 40 psf.

Mechanical, kitchen or other heavy pieces of equipment, millwork or themeing, in excess of 100 psf will potentially exceed the design load of the structure. The tenant shall coordinate the placement of these items with the landlord such that the base building structure is not damaged or overstressed.

Floor to floor partition walls shall not be rigidly attached at the top of the wall, provide a vertical slip connection at the upper floor attachment.

Connections to the existing building structure shall be documented in the tenant drawings submitted for approval.

Prior to fabrication of structural steel or connection to existing structure, open up all relevant areas of the existing stud walls/ceilings for a proper assessment of the existing conditions.

Dimensions provided in as-built drawings provided by the Landlord may vary from the actual condition. Take any and all field measurements as necessary prior to construction or fabrication.

### **Suspended Framing for Gypsum Board Assemblies**

Space main runners not over four feet on center (4'-0" o.c.) in any dimension so that hanger wires do not support more than sixteen square feet (16 sq.ft.) of ceiling. Provide framing between beams and top cord of joists at four feet on center (4'-0" o.c.) to receive ceiling wire hangers. Hangers are not to be attached to metal floor or roof deck. Hang suspended framing independent of steel decking, walls, columns, pipes, ducts, and conduits and their insulation.

Do not attach wires to, or bend around, interfering material such as ductwork, pipes and conduits. Provide trapeze, or equivalent devices substantiated by detailed shop drawings and calculations where obstructions interfere with direct suspension.

Space runner channels not more than six inches (6") from parallel walls or beams. Align runner channels accurately relative to indicated ceiling height and saddle tie with hanger wires. Lap channels twelve inches (12") at splices and be at each end of lap.

Attach furring channels to runner channels with sixteen gauge (16 GA.) wire or clips. Space at not over sixteen inches on center (16" o.c.) Locate approximately two inches (2") from parallel walls. Lap channels twelve inches (12") at splices and be at each end of lap.

Assemble and install metal grilles so that it is rigid, square, and free of movement and level within the tolerances specified.

### **3.2 Electrical Design Criteria**

#### **Landlord's Work**

Landlord, at Tenant's expense, shall provide a main service switch, fuses, and electrical meter (KWH/KWD) at Landlord's central electrical room.

Empty conduits for main electrical and telephone service from Landlord's central electrical room to Tenant's Premises will be provided by Landlord. Refer to the Project Drawings for assigned sizes and approximate locations of stub-ins.

Tenant shall inform Landlord, in writing, in the event that Tenant's design load requires a larger size switch and/ or conduit than shown on the Project Drawings and shall reimburse Landlord for the cost of any changes.

#### **Tenant's Work**

Tenant shall install all work necessary for a complete electrical distribution system within the premises including, without limitation: transformers, electrical panels, disconnect switches, fuses, conduit, wire, light fixtures, controls, and temporary power for Tenant's construction.

Tenant, at Tenant's expense, shall arrange for electrical service and a meter with the Landlord.

Conduit extension and feeders: Tenant shall extend service conduit from stub-in location to Tenant's distribution panel within Tenant's Premises. Tenant shall install feeder conductors from the main electrical switch located at Landlord's central electrical room to Tenant's Premises. Final

connections shall be performed under the supervision of Landlord's electrical contractor.

Tenant shall install all telephone wiring from Landlord's central distribution point to Tenant's Premises. Tenant shall make all necessary telephone connections within the space and arrange for service with Embarq Business Service at (800) 786-6272.

Fire Alarm Systems: If required by Legal Requirements, Landlord shall install a fire alarm system within Tenant's Premises. All work shall be performed by Landlord's authorized Fire Alarm Contractor, at Tenant's expense.

Tenant may provide a separate independent system if desired, provided such system meets all Legal Requirements. However, said system shall not be connected to Landlord's main fire alarm system.

Emergency lighting: Emergency lighting and exit signs are required as per Code. Only edgelit exit signs will be permitted in the sales floor area. If required by Legal Requirements, the emergency power source shall be battery powered provided by Tenant.

Electrical/Mechanical Schedule: Tenant's electrical and mechanical engineer(s) shall complete and return to Landlord. Mechanical/Electrical Schedule, (included in Section 8) with the final construction document submittal package.

**Landlord will not review mechanical and/or electrical plans without a completed Mechanical/Electrical Schedule.**

Connections to all lighting fixtures within Tenant's sales floor areas shall be concealed. Tenant must submit catalog cuts of all proposed light fixtures within Tenant's sales floor area for Landlord's approval.

Display windows: All display windows must have lighting and shall be controlled by an electronic time management clock. Display window lighting should be glare free at the storefront glass line.

HVAC wiring: Tenant's air terminal box(es) control wiring shall be powered off Tenant's electrical distribution system.

Wire and fuse sizing: All main feeder wires from the main electrical switch located at Landlord's central electrical room shall be sized to meet the minimum fuse protection capacity of Tenant's main electrical switch located at Tenant's panel.

Fuses shall be provided by Landlord at Tenant's expense, and shall be of the rejection type and sized to meet the manufacturer's requirements and all applicable Legal Requirements.

Fuse reducers shall be UL listed, Class "J" type Bussmann #J21, (200 amp - 100 amp)

The minimum fuse size to be installed into Tenant's main switch, at Landlord's central distribution point is 70 amps.

All main electrical feeder conductors from Landlord's telephone Embarq main panels to Tenants electrical panel shall be copper. Aluminum feeder conductors will not be accepted.

The minimum wire size for Tenants main feeder conductors is #4 AWG-wire copper. Tenant is responsible for field verifying the distance from Tenant's Premises to Landlord's central electrical room for voltage drop.

Materials: Materials, products and equipment, including all components thereof, shall be new, shall appear on the Underwriters Laboratories list of approved items, and shall be sized in conformity with the requirements of the National Electrical Code and all applicable Legal Requirements, whichever are more stringent.

Conduit: Conduit shall be galvanized steel, rigid heavy wall with threaded couplings or electrical metallic tubing.

EMT or flexible metal conduit with glandular-type fittings shall only be used for the following connections: inside casework and as the final connection to recessed fixtures, or motors and electrical equipment which may generate vibration through the conduit system.

Exposed conduits shall be in straight lines parallel with or at right angles to column lines or beams and separated at least

three inches (3") from water lines, whenever they run along size or across such lines.

Wiring: Minimum branch circuitry size shall be #12 AWG, excluding control wiring.

All wiring shall be installed in rigid conduit.

BX, Romex, AC type wiring will not be allowed.

All main and branch circuitry wiring is to be of copper.

All wiring is to have 600 volt insulation, Type TW, THW, THWN or THHN for branch circuitry and Type THW, THWN, THHN for main feeders.

Phase identification at both ends will be required.

Type MC cable (copper only) will be allowed for connections to lighting fixtures above accessible ceilings.

Panel boards: Lighting panel boards shall be of the following type: 3-Phase, 4-wire, circuit breaker with an adequate A.I.C rating to meet potential A.F.C. values.

Cabinets shall be constructed of code gauge steel, having a minimum gutter space of four inches (4") on all sides. Doors should be hinged with keyed cylinder locks and keyed alike.

Circuit breakers should be the following type: thermal magnetic bolt-on with molded case, all with 2 and 3-pole breakers of the common pull type.

Distribution panels should be of the following type: convertible which utilize automatic circuit breakers or fusible switches.

Fusible disconnect switches shall be provided with current limiting fuses.

Panels recessed in demising walls will not be allowed.

Transformers: Transformers should be floor supported. If Tenant chooses to hang the transformer, Tenant, at Tenant's expense must provide detailed structural drawings prepared by Tenant's licensed engineer. All structural support members shall be installed by Tenant, at Tenant's expense. Drawings must be submitted and approved by Landlord prior to construction.

Dry type transformers shall be of the following type: Class H rated, UL listed, 480 volt primary to 120/208 volt 3-phase, 4-wire secondary with capacity adequate to service Tenant's requirements.

Noise level shall be a maximum of 50 db. average measured at distance of 1" from the case per Publication #TF-1 -1960 or per latest revision thereof.

Restaurant Hoods: Restaurant Tenant's exhaust hood fire suppression systems shall have one (1) set of dry contacts, N.O., for Landlord's Fire Alarm Contractor's annunciation circuit. Should a system be initiated for fire suppression, the N.O. contacts shall close, completing the annunciation circuit from the Landlord's main fire alarm panel.

### 3.3 Mechanical Design Criteria (Retail)

#### Landlord Central System

As part of the construction of Miracle Mile Shops, Landlord designed and installed an Air Conditioning System to serve the Premises with a chilled variable air volume system. The Air Conditioning System consists of equipment, meters and facilities that serve Tenant's Premises in common with other Premises in the Shopping Center as a centralized system.

Landlord's air conditioning equipment serving Tenant's Premises shall be designed to cool air automatically based on the following design conditions:

Summer Outside 108°F D.B. 71°F W.B.  
Inside 75°F D.B / 50% R.H.

Winter Outside 24°F D.B.  
Inside 70°F D.B.

Roof "U" factor shall be 0.05 minimum and walls shall be 0.08.

Outside air requirement shall be 0.15 cfm/sq. ft. or 20 cfm/person minimum.

#### C.F.M. Distribution

Landlord's equipment has been designed to handle a standard cooling allowance of 3.85 watts per square foot of Tenant's floor area attribute to combined loads.

If available, Landlord shall provide C.F.M. capacity equivalent of up to 7.0 watts per square foot, at Tenant's expense.

Any capacity requirements in excess of Tenants Executed Lease Agreement, Exhibit "C" shall be reviewed with Tenant's final working drawings. Tenant will be charged a one time fee equal to \$1.25 per C.F.M. above that provided at Landlord's standard allowance of 3.85 watts per square foot.

If additional air conditioning is required above 7.0 watts per square foot and if Landlord can not meet Tenant's required demand, Tenant, at Tenant's expense, may be required to supplement the Landlord-provided V.A.V. system with a separate air conditioning system. Tenant's supplemental air conditioning system must be a split system package type and the air handler must be suspended within the Tenant's Premises.

#### Landlord Work

Air Terminal Box: Landlord, at Tenant's expense, will install Tenant's Variable Air Volume terminal with connecting duct and saddle tap into Landlord's main A/C supply air duct. V.A.V. terminals shall be of the following manufacturer: Enviro-Tec Model SDR and may be of the following type: (a) heating and cooling, or (b) cooling only, or (c) of equivalent specifications.

Landlord has engineered and sized the air terminal box(es) adequately. Please refer to the Project Drawings for approximate locations and sizes of the V.A.V. air terminal(s) and central toilet exhaust system. Tenant shall inform Landlord, in writing, in the event that Tenant's design load requires a larger size air terminal box(es) than shown on the Project Drawings and shall reimburse Landlord for the cost of any changes.

Toilet exhaust: Landlord will provide a central toilet exhaust duct system stubbed to Tenant's Premises.

#### **Tenant Work**

No fans, HVAC units, vents, louvers, grilles, ducts, other devices or equipment, shall be installed on the roof and/or in any demising partitions, exterior walls or upper level floor without Landlord's written approval.

Tenant shall provide plans and specifications showing the device(s) or equipment locations(s) and opening(s), installation details, weight specifications, structural reinforcing details, roof curb details and structural opening details.

Any mechanical equipment exceeding 500 lbs. which is proposed to be either hung from or placed on Landlord's structure, must be designed and engineered by Tenant, at Tenant's expense and submitted to Landlord for Landlord's approval (as outlined under Section 3.1, Structural Criteria) prior to the start of construction.

Air Balancing: Tenant shall be responsible for the balancing of all downstream ductwork from the variable air volume terminal serving Tenant's Premises. Such balancing shall be performed by an AABC or NEBB Certified Engineer.

Tenant will be responsible for providing two (2) copies of the certified air balance report to the Landlord within 30 days of the store opening.

Toilet Exhaust: Tenant shall furnish and install, at Tenant's expense: an electrical motor driven exhaust fan provided with

back draft damper interlocked with light switch, and toilet room exhaust duct(s) and exhaust register, connected to Landlord's central exhaust duct system.

Thermostat: Tenant will provide and install an Allerton thermostat at Tenant's expense. Tenant shall install all wiring and conduit from Tenant's distribution panel within Tenant's Premises to power Tenant's thermostat and air terminal box.

Ceilings: The area above Tenant's ceiling shall function as an open air return plenum in common with adjacent Tenant spaces. Construction above the ceiling shall meet all Legal Requirements. A minimum opening of 18" to 24" is required for all tenants (except restaurants) due to return air plenum.

Exposed Ceilings: Tenants electing to use an exposed ceiling system will be required to provide a return air enclosure (transfer duct) installed by Tenant, at Tenant's expense. The transfer duct will permit return air to pass through Tenant's Premises and adjacent Tenant spaces maintaining the return air requirements established by Legal Requirements for the specific smoke control zone Tenant's Premises occupies.

Tenant must include with their construction drawing submittal, the proposed transfer duct size and location which must be approved by Landlord prior to the start of construction. Prior to submitting the above information, Tenant may work with Landlord and Landlord's Mechanical Engineer to properly size and locate the transfer duct.

All work shall be in accordance with all applicable Legal Requirements.

Tenant's mechanical engineer or architect must furnish, to Landlord, a completed Electrical/Mechanical Schedule, Exhibit 2 (Included in Section 8) which has calculated Tenant's designed air requirements.

Ductwork: Tenant's engineer shall design the air distribution duct system from the downstream side of the variable air volume terminal box serving Tenant's Premises, including grilles, fire dampers, etc.

All distribution ductwork is to be per SMACNA low velocity standards and details, including insulated supply air distribution to all supply diffusers.

Only rigid sheet metal distribution ductwork will be permitted.

Flexible duct may be used for connection between air register/diffuser and branch distribution constructed of rigid sheet metal duct, only. Flexible duct shall not exceed six feet (6'-0") in length from each register/diffuser.

Dampers: Balancing dampers are required within two feet (2'-0") of each supply register.

Grilles: Return air grilles in Tenant's ceiling, are to be sized for a maximum face velocity of 500 FPM.

Pressure: The pressure drop of Tenant's air distribution system from the connection to the Landlord's supplied variable air volume terminal, duct work and grilles, shall not exceed 0.25-inch w.g.

Power & Wiring: Tenant shall furnish and install wiring and conduit to the V.A.V. "cooling only" type air terminal box from Tenant's 115 volt electrical panel. Wiring for heating and cooling type V.A.V. terminals will be similar, however, 277/480 volt power may be required.

Ceiling Access: Ceiling access panels are required for future service of the V.A.V. terminal unit and any fire dampers. Removable lay-in type ceiling installed directly below V.A.V. terminal or fire damper will be considered acceptable access to meet Landlord's requirement. All other types of ceiling systems shall be provided with flush access panels. Some installations will require a man-rated platform or mezzanine for maintenance access.

V.A.V. terminals will require electrical access above the ceiling. Construction clearances of thirty-six inches (36") must be maintained away from V.A.V terminal control panels due to return air plenum (cannot extend demising partition to deck).

A minimum of five percent (5%) air returns are required in each ceiling system assembly in order to maintain the return air capacity to the mall system.

### **3.4 Mechanical Design Criteria (Restaurants)**

#### **Landlord Work**

Landlord shall provide restaurant spaces with chilled water supply and return piping stubbed to Tenant's Premises, only. Please refer to the Project Drawings for approximate locations and sizes.

Tenant shall inform Landlord, in writing, in the event that Tenant's design load requires a larger size chilled water line than shown on the Project Drawings and shall reimburse Landlord for the cost of any changes.

Landlord will also provide, at Tenant's expense, for Tenant to install, a billing meter to monitor Tenant's usage of chilled water.

#### **Tenant Work – General**

Tenant shall be responsible to extend the chilled water supply and return lines from the Landlord point of connection (P.O.C.) to the exact location of the approved air conditioning units within the space, at Tenant's sole expense.

Tenant shall design and engineer, as well as furnish and install a complete HVAC system to serve Tenant's Premises. All work must meet all applicable Legal Requirements.

The design and location of tenant's complete HVAC system must be approved by Landlord prior to the start of construction. Such approval does not warrant performance of

Tenant's HVAC system, nor does it warrant the correctness of Tenant's engineering.

No Tenant equipment shall be installed on the roof without Landlord's written approval, showing location and approved curb details with the approved structural modifications for supporting such units.

Any roof screens required as the result of Tenant's HVAC equipment not being in conformance with any Legal Requirements and/or being in plain view from either the street level or hotel above shall be installed by Tenant, at Tenant's expense.

Roof screens shall be designed by Tenant and must be submitted to Landlord for approval prior to installation.

Tenant shall provide an air handling system suspended within Tenant's Premises complete with ductwork grilles, chilled water piping connection to Landlord supplied chilled water mains, controls, etc., as approved by Landlord and at Tenant's sole expense.

Tenant shall design and install kitchen exhaust systems complete with odor control units. Make up air systems shall be interlocked with the exhaust units.

Landlord's chilled water loop shall also be used for refrigerant equipment condenser water to mitigate the installation of rooftop refrigeration equipment.

Landlord shall approve and designate any Tenant-required duct shafts located outside Tenant's space. All costs associated with any such enclosures shall be at Tenant's expense.

All Tenant required openings, roof curbs, structural reinforcing, and installation or enclosures for duct shafts must be approved by Landlord and installed by Tenant, at Tenant's expense.

Toilet Exhaust: All toilet room exhaust fans must be electrical motor driven, provided with back draft damper interlocked with light switch or time clock and shall be a separate system provided and installed by Tenant. Tenant may connect to Landlord's central toilet exhaust system.

#### **Tenant HVAC Design Criteria**

Air Handlers: Tenant shall design their chilled water air handlers with 44° entering chilled water temperature and a 16°FΔT (i.e., 60°F return).

All air handlers must be hung within Tenant's Premises.

All packaged air handling units shall be manufactured by Trane, Carrier, York, or McQuay unless otherwise approved in writing by Landlord.

Duct Work: Only rigid sheet metal distribution ductwork will be permitted.

Flexible duct is to be used only for connection between air register/diffusers and branch distributions constructed of rigid sheet metal duct. Flexible duct will not exceed six feet (6'-0") in length for each register/diffusers.

Exposed ductwork will be permitted only upon the prior written approval of Landlord. If approval is granted, elements left exposed, such as plumbing lines and HVAC ducts, shall be fabricated in a neat and workmanlike manner. Tenant shall be responsible for adequately finishing all common building elements left exposed including utilities, ducts, and shafts to Landlord's satisfaction.

If approved in writing by Landlord, any roof-mounted package units shall be down draft type only. If remote location is necessary, a split system shall be required.

All fan coil units shall have secondary condensate pans installed.

Pollution Control Systems: All restaurants and odor producing operations shall be required to provide an adequate exhaust system and make-up air ventilating system at Tenant's expense. Exhaust and make-up air systems shall be balanced so that Tenant's premise is in a negative pressure relative to the mall common area.

In addition a mandatory odor control system must be installed on all restaurant exhaust systems including grease exhaust as specified below.

Tenant must install the Gaylord "Clean Air" Pollution Control Unit (Model RSPC-H) or equivalent as approved by Landlord.

Grease Exhaust: Tenant must install Supreme (Model GBD-H) grease exhaust fans or equivalent as approved by Landlord.

Wiring and Power: All HVAC equipment shall be powered by Tenant's electrical panel located within Tenant's Premises.

Life Safety: Tenant's HVAC equipment shall be complete with an economizer option and override relays to control dampers for smoke controls and smoke detectors to override the HVAC equipment operation when smoke reaches said HVAC equipment. Tenant is responsible for contacting Landlord's Tenant Services Department for information regarding smoke control.

#### **Roof Related Work**

Roof: Please refer to Section 3.10, Roofing Criteria, for specific roofing criteria and requirements. (i.e., engineering, placement, penetrations, curbs, and specific details).

### 3.5 Plumbing Criteria (General)

#### Landlord Work

Water: Water service, sanitary sewer line and sanitary vent shall be brought to a point above or directly beneath the Premises by Landlord. Please refer to the Project Drawings for approximate locations and sizes.

Water Meters: Water service for retail Tenants is monitored by central water meters.

Restaurants will have separate check meters, furnished by Landlord, at Tenant's expense. Tenant shall be responsible for the installation of the meter.

Gas: Natural gas main lines for restaurant and food use Tenants shall be located at a central distribution point. Please refer to the Project Drawings for approximate location and size of gas piping.

Landlord, at Tenant's expense, will provide for gas piping to Tenant's Premises from a central distribution point as indicated on the Project Drawings.

Gas Meter: Tenant, at Tenant's expense, shall provide for a gas meter obtained through Southwest Gas.

Grease Interceptor: For "Restaurants," Landlord will provide Jensen grease interceptors, at Tenant's expense.

The Project Drawings will show approximate locations of the grease interceptor and size.

Tenant shall inform Landlord, in writing, in the event that Tenant's design load requires larger size: domestic water, sanitary sewer, sanitary vent, grease interceptor and/or gas piping line(s) than shown on the Project Drawings and shall reimburse Landlord for the cost of any changes.

#### Tenant Work

Tenant shall connect to and extend all piping including sewer, water, vent, grease and gas piping (if applicable) from the existing location to Tenant's desired location within Tenant's Premises.

Tenant shall install all plumbing fixtures, drip pans (mandatory) and rough-in plumbing.

#### Plumbing Design & Construction Criteria

The following applies to both retail and restaurant Tenants. All work shall meet all applicable Legal Requirements.

Piping: All sanitary sewer and vent piping shall be cast iron.

AX domestic water piping shall be a minimum of Type "M" copper. Plumbing fixtures and fittings shall be of commercial quality.

Tenants serving soft-drinks, juices, alcoholic beverages and any corrosive liquids shall use "Duriron" piping or waste lines. Penetrations: Tenant must core all slab penetrations and ensure that they are properly sealed and remain watertight. Waterproof membrane will be installed in all 'wet' areas.

### 3.6 Plumbing Criteria (Restaurant)

#### Tenant Work

All work shall meet all applicable Legal Requirements. The following applies only to Restaurant Tenants.

Drip pans are a requirement and must be installed.

Grease Interceptor: Restaurants will be required to connect their grease waste lines to Landlord's provided grease interceptors located in subterranean parking level or outside the building. Restaurant Tenants will be responsible for the proper cleaning and maintenance of such interceptors, at Tenant's expense.

Hair Interceptor: Individual hair interceptors shall be installed on all sinks, basins and special sanitary units which may in any way receive human or animal hair. Tenant shall provide for the proper maintenance and cleaning of all hair interceptors.

Condensate Lines: Condensate lines for refrigeration units must terminate within Tenant's Premises in accordance with all applicable Legal Requirements. Condensate lines may not be terminated into Landlord's storm drain system.

Hot water "pop-off" valve options: Relief valve drain line can terminate into tail piece of lavatory or sink or other location, provided all applicable Legal Requirements are met.

Hot water heaters may be installed inside a sheet metal pan and pop-off drain will be permitted to run into the sealed sheet metal pan. The pan shall have a drain line connected to a tail piece section of the lavatory waste pipe, or such other section provided all applicable Legal Requirements are met.

### 3.7 Fire Sprinkler Criteria

All fire sprinkler work required by Tenant will be performed by Landlord's Fire Sprinkler Contractor, at Tenant's expense.

#### Landlord Work

An automatic sprinkler system has been initially installed in accordance with Landlord's standard grid pattern which shall include one sprinkler head per 100 sq. ft. of floor area. Heads have been dropped to a height of ten feet (10'-0") above finished floor.

The standard fire sprinkler heads which will be provided are partially recessed, chrome finished with chrome escutcheon plates.

#### Tenant Work

Any modifications to Landlord's base fire sprinkler system required as the result of Tenant's Work shall be performed by Landlord's Fire Sprinkler Contractor, at Tenant's expense.

The process for said work is defined in the following paragraph.

#### Sprinkler Modification Process

The following outline will serve as the standard protocol for initiating modifications to Landlord's base fire sprinkler system:

1. Tenant shall submit with their final construction submittal package, one (1) reflected ceiling plan vellum (or other form of reproducible) for Landlord's Fire Sprinkler Contractor to design a revised fire sprinkler layout.
2. Landlord's Fire Sprinkler Contractor will design a revised sprinkler layout in accordance with all Legal Requirements and Tenant's Plans. One (1) set of the revised layout plans with a proposed changeorder will be forwarded by Landlord to the Tenant for Tenant's review and approval.
3. Upon Tenant's written acceptance and approval of said change order, Landlord's Fire Sprinkler Contractor will produce shop drawings and be authorized to perform the proposed work for the corresponding change order, within the Tenant's Premises, provided Tenant's contractor is at a stage of construction suitable for said work to begin.
4. Tenant's Contractor will be responsible at job-site check in to provide a copy of Tenant's approved fire sprinkler change order and for scheduling all sprinkler work and inspections with Landlord's Tenant Service Manager.
5. Upon Landlord's Fire Sprinkler Contractor's completion of Tenant's Work, Landlord will issue an invoice for payment to Tenant in an amount equal to the agreed fire sprinkler change order amount.

**Clark County Nevada has adopted the Southern Nevada Fire Code Amendment 2003 IBC whereby every Tenant space shall have a separate isolation valve. Please ensure that this installation is part of the bidding documents.**

No Tenant fire sprinkler modifications will be authorized by Landlord until Landlord receives Tenant's written acceptance of the change order.

\*Please be advised, any changes to Tenant's Plans will result in repeating steps 1 & 2 above and a revised change order will be forwarded.

### 3.8 Fire Alarm Systems

All Tenant fire alarm work will be performed by Landlord's Fire Alarm Contractor, at Tenant's expense.

1. Tenant shall submit with their final construction submittal package, one (1) floor plan vellum (or other form of reproducible) for Landlord's Fire Alarm Contractor to design a fire alarm system layout in accordance with all Legal Requirements and Tenant's Plans.
2. One (1) set of the proposed fire alarm system layout and change order to complete said work will be forwarded by Landlord to Tenant for Tenant's review and approval.
3. Upon Tenant's written acceptance and approval of said change order, Landlord's Fire Alarm Contractor will be released and authorized to perform the proposed work for the corresponding change order, within Tenant's Premises, provided Tenant's Contractor is at a stage of construction suitable for said work to begin.
4. Tenant's Contractor will be responsible at job-site check in to provide a copy of Tenant's approved fire alarm change order and for scheduling all fire alarm work and inspections with Landlord's Tenant Services Manager.

5. Upon Landlord's Fire Alarm Contractor's completion of Tenant's Work, Landlord will issue an invoice for payment to Tenant in an amount equal to the previously agreed change order amount.

No Tenant fire alarm work will be authorized by Landlord until Landlord receives Tenants' written approval of the fire alarm change order.

\*Please be advised, any changes to Tenant's Plans will result in repeating steps 1 & 2 above and a revised change order will be forwarded.

### **3.9 Satellite Dishes**

There shall be no installation of any satellite dishes on Landlord's roof. Tenants will be required to establish service with Landlord's service provider. Please contact Landlord's Tenant Service Manager or General Manager for updated information.

### **3.10 Roofing Criteria**

All Tenant Roof Work will be performed by Landlord's Roofing Contractor, at Tenant's expense.

Tenant must include all applicable project roofing details with their final construction drawing submittal package.

### **EPDM Roofing System**

Landlord has installed an Ethylene Propylene Diene Monomer (EPDM) roofing system for the following spaces, only (A-1, E-13, F-1 and G-25):

Roofing Manufacturer: Carlisle SynTec Systems Design "A" & "B"

Roof Board: Glass fiber faced gypsum roof board, 4'-0" x 8'-0" x 5/8"

Roof Deck: 1 1/2" x 20 GA. Metal Deck

Roof Insulation: Type ASTM C578, Type IV extruded polystyrene with skin surface

Roof Membrane: Type ASTM D4637, Type 1, Grade 1, Class SR, .060 thick

Surfacing: Pavers: Precast concrete, 24" x 24" x 2 3/4", exposed aggregate finish

### **Modified Bitumen Roofing System**

For all other portions of Miracle Mile Shops, Landlord has installed a Modified Bitumen Roofing System.

Prior to any modifications being made to Landlord's roof and/or the placement of any equipment either hung from or placed on Landlord's roof, Tenant, at Tenant's expense shall submit detailed engineered drawings, including structural drawings, showing all proposed Roof Work necessary to accommodate Tenant's Work, for Landlord's approval.

Tenant's drawings must include the following information with their final construction submittal package:

1. All applicable roofing details and exhibits.
2. Exact sizes, dimensions, and locations of all equipment and penetrations.
3. Sections through the roof for all equipment and penetrations.

At Landlord's sole option, Landlord shall have the right to disapprove any Tenant work requesting modifications to Landlord's roof which does not conform to the Roofing Criteria and/or Legal Requirements. Fees incurred by Landlord for structural review and/or any other reviews of Tenant's Work shall be reimbursed to Landlord by Tenant upon receipt of invoice.

Landlord will not be liable or responsible for any damages to Landlord's roof as the result of Tenant's Work. No equipment, including conduit, piping, curbs, flashings and/or other items necessary as the result of Tenant's work will be permitted to sit directly on the exterior roof surface. All equipment must be identified on the roof by stenciling both Tenant's name and space number on one (1) side of each piece of equipment.

Tenant's Contractor will be responsible for removing all debris from Landlord's roof at the end of each day.

Location & Placement of Equipment: All equipment is to be installed over structural members. (Typically at the intersection of column lines).

Prior to proceeding with any modifications, Tenant's Contractor will be required to outline on the roof (i.e. spray paint, tape, etc.). All equipment sizes and locations must receive Landlord's approval to proceed with any Roof Work. This will serve as a precautionary step to avoid any conflicts with equipment locations and job-site conditions.

Landlord's Roofing Contractor will not be authorized to perform any Roof Work until the above requirement has been satisfied.

Any roof screens required as the result of Tenant's HVAC equipment not being in conformance with any Legal Requirements and/or being in plain view from either the street level or hotel above shall be installed by Tenant, at Tenant's expense.

Tenant should make all attempts to avoid locating equipment in the path of any roof drainage, waterway or area which ponds water.

Curbs: Roof curbs shall be "ThyCurb" or equal as approved by Landlord. No wood sleepers of any kind will be allowed.

Roofing curbs shall provide for an eight inch (8") minimum clearance at the highest point of all equipment from Landlord's exposed roofing surface.

Roof Drainage: If the placement of any equipment results in the restriction of roof water flow and/or creates a ponding situation, Tenant will be required to provide cricket(s) or other acceptable methods for maintaining the proper drainage.

Electrical Disconnect: Each unit of HVAC equipment including make-up air units, odor pollution control systems, grease exhaust fan units, air conditioners, and toilet exhaust fans, shall have their own electrical disconnect and pipe penetration twelve to eighteen inches (12"-18") from the unit served by that designated conduit.

Electrical Conduit: All make-up air/cooking exhaust electrical interlock wiring shall be in conduit and shall be installed within the Tenant's attic space - no exposed wiring will be permitted. Exposed conduit on roof shall only exist at penetration next to the designated unit of equipment.

Conduit must be located no less than twelve inches (12") and may not exceed eighteen inches (18") from the equipment being serviced.

Condensate Drainage: If applicable, all package air conditioning unit condensate piping shall be installed so the piping attaches to the unit at the designated place, then penetrates the roof twelve to eighteen inches (12"-18") from the air conditioner. The condensate piping is then directed to the Tenant's floor drain, located in their restroom or kitchen. Piping installed within the Tenant's ceiling and space shall be insulated and air tight to prevent the formation of condensation.

Condensate piping shall be copper type "M".

Pipe Penetrations: All pipe penetrations must be of lead or metal.

Roof jacks will not be permitted to contain more than one pipe or conduit. If multiple pipes are penetrating the roof, Tenant must provide a multiple pipe enclosure.

Clearance Requirements: No exhaust or vent shall be within fifteen feet (15'-0") of any rooftop supply air vent.

When locating restaurant supply and return air ducts at the roof level special consideration should be given to the distance between supply air intake ducts and exhaust ducts.

Also, the direction of discharge from exhaust vents should be such to prevent odors from entering other systems.

Weather Prevention: Any penetrations to Landlord's roof which are not sealed by Landlord's Roofing Contractor the same day must be properly sealed by Tenant, at the end of each and every day to prevent any damage, until properly roofed.

Tenant's Contractor will be required to provide a plywood cap with visqueen which is to be secure for all roof curbs which have not been roofed in.

#### 4.0 CODE INFORMATION

##### APPLICABLE BUILDING CODES (CLARK COUNTY)

Building: 2009 INTERNATIONAL BUILDING CODE  
W/ 2009 SOUTHERN NV AMENDMENTS

Electric: 2009 NATIONAL ELECTRICAL CODE

Mechanical: 2009 UNIFORM MECHANICAL CODE

Plumbing: 2009 UNIFORM PLUMBING CODE

Fire Code: 2009 Clark County Fire Code  
Southern Nevada Fire Code Amendment 2009 IBC

Energy: 2009 INTERNATIONAL ENERGY  
CONSERVATION CODE

Construction Type: 1-A FULLY SPRINKLED

Occupancy: M

Website for Clark County giving all of the information necessary for applications, fees, permits and inspections can be found on:

**[www.co.clark.nv.us/development\\_services/index.htm](http://www.co.clark.nv.us/development_services/index.htm)**

Select on-line services to obtain electronic inspection request.

##### INSPECTIONS

Inspections can be obtained as follows:

- Call 702.455.8040
- Internet by using the website:  
[www.co.clark.nv.us/development\\_services/index.htm](http://www.co.clark.nv.us/development_services/index.htm)

## 5.0 TENANT SUBMISSION PROCESS

### RENDERING SUBMITTAL

Once the lease is executed the Tenant must submit a quality storefront color rendering (Photoshop) within 15 days of lease execution. The rendering will be submitted electronically via e-mail in PDF format and a quality paper submission is required to be submitted to:

Sharon D. Thompson, Tenant Coordinator  
Miracle Mile Shops | at Planet Hollywood Resort and Casino  
3663 Las Vegas Blvd South, Suite 900  
Las Vegas, Nevada 89109  
T | 702.866.0703 Ext.: 130  
E | sthompson@miraclemileshops.lv.com

The Landlord will provide comments as to the design intent within seven (7) business days of receipt of the storefront rendering.

Once the Landlord has approved the storefront rendering the tenant must submit the initial drawings including the architectural, MEP and structural as necessary to execute the construction of the space within 30 days of the approved storefront rendering.

The plans submission requirement is as follows:

- a. Provide a paper full size drawing submittal
- b. Provide color rendering
- c. Provide one material and finish board

- d. Submit a color sign package submittal with all details for dimension, materials and attachment schedule. Provide an elevation showing location of sign on storefront.

### TENANT DESIGN PROCESS & DRAWING PREPARATION

Tenant must assemble a design team that should become knowledgeable with the requirements of the Tenant Design Package, all applicable Legal Requirements, and all existing job-site conditions. Tenant's plans shall be prepared in full knowledge of the above requirements.

Note: Final Construction Drawings prepared by professionals who are not licensed in the State of Nevada for their respective disciplines will not be accepted by either Landlord or Clark County Building Department. In the event that there is a discrepancy between Landlord's requirements and any applicable code, the stricter shall prevail.

Tenant is responsible for distributing copies of any necessary components of the Tenant Design Package to Tenant's architects and/or engineers prior to commencement of design studies and to Tenant's Contractor prior to commencing with construction.

### Submittal Process

The Submittal shall be accomplished in two phases:

1. Preliminary Design must be submitted per the requirements outlined in *Preliminary Submittal Requirements*, including colored rendering. **Landlord's design team will review and respond within approximately seven (7) business days**, depending on the complexity of the submittal.
2. Construction documents must be submitted per the requirements outlined in *Final Construction Documents* for final review that address all of Landlord's comments from the Preliminary Design Review. **This review will be done within fourteen (14) days of submittal**; subsequent reviews may be required if all corrections have not been made. Landlord will review and Landlord's stamp of final approval must be obtained prior to commencement of construction.

Tenant's submission must be complete for both phases of the submittal process in order to fairly evaluate the proposal and prevent continuation of work on an unacceptable design. Failure to provide the required information will be cause for return of Tenant's submission with no review.

Prior to commencing with construction, all members of the construction team must be familiar with the requirements of the Tenant Package.

Tenant's Contractor should be familiar with all the requirements of this document including Section 6, Construction Guidelines.

### **Review Process**

Landlord shall review and comment on Tenant's plans for conformance with the intent of the design criteria contained within this Tenant Package in one of the following manners: 1) "Approved," 2) "Approved as Noted," or 3) "Revise/Resubmit."

*Landlord's approval shall not be deemed to certify that Tenant's plans comply with all applicable Legal Requirements and shall not relieve Tenant of the responsibility to verify all job conditions including, without limitation, dimensions, locations of utilities, lease lines, expansion joints, clearances and property lines.*

### **Correction to Drawings**

Landlord shall notify Tenant of any nonconformance of Tenant's drawings to any criteria set forth in the Tenant Package. One (1) print, marked with Landlord's comments, shall be returned to Tenant. Immediately upon receipt of any notice, Tenant shall revise the drawings and resubmit TWO (2) sets of prints to Landlord for approval.

### **Landlord Approval**

Construction Drawings must be approved in writing by the Landlord before they are submitted for filing with the Clark County Building Department.

### **ONE SET OF SUCH APPROVED DRAWINGS BY THE LANDLORD SHOWING LANDLORD'S APPROVAL STAMP**

### **TO BE KEPT ON SITE AND AVAILABLE FOR CHECKING AT ALL TIMES DURING CONSTRUCTION.**

#### **PRELIMINARY SUBMITTAL REQUIREMENTS**

The preliminary submittal is intended to acquaint Landlord with Tenant's design intentions and to correct any conflict with the design criteria prior to commencing with the construction document phase.

Tenant shall submit the **preliminary** package to Landlord (Sharon Thompson) within twenty (20) days after receipt of the tenant package or as agreed upon in Exhibit C of Tenant's Executed Lease Agreement. This package shall include:

1. **Two (2) sets of prints** as follows (1/4" scale minimum):
  - a. Floor plan(s),
  - b. Reflected ceiling plan,
  - c. Fixture plans,
  - d. Storefront elevations
  - e. Storefront sections,
  - f. Storefront signage.
2. Material sample and color board.
3. Colored rendering of Tenant's storefront design and/or photographs of existing prototype (if requested by Landlord).

#### **FINAL CONSTRUCTION DOCUMENTS**

Tenant shall submit the **final construction document package** to Landlord (Sharon Thompson) within forty-five (45) days after receiving the Tenant Package or as agreed upon in Exhibit C of Tenant's Executed Lease Agreement. This

package shall include copies of all calculations submitted to regulating agencies as well as the following:

**Complete set of prints** of fully detailed and dimensioned construction drawings as follows (1/4" scale minimum or larger as noted):

#### **Two Full CD package**

Note: Submit two full CD sets to:

#### **Sharon Thompson (Tenant Coordinator)**

Miracle Mile Shops | at Planet Hollywood Resort and Casino  
3663 Las Vegas Blvd South, Suite 900  
Las Vegas, Nevada 89109  
T | 702.866.0703 Ext.: 130  
E | sthompson@miraclemileshops.lv.com

- a. Key plan
- b. Floor plan
- c. Reflected ceiling plan
- d. Interior elevations
- e. Sections including longitudinal axis
- f. Storefront plans, elevations and sections at 1/2" scale
- g. Partition and door schedules
- h. Finish and color schedules Store fixture plan
- i. Store fixture plan
- j. Location and weights of heavy equipment, safes, refrigeration equipment, any masonry facing and any other heavy element exceeding the allowable live loads specified in Section 5, Structural Criteria.

- k. Final design drawings for storefront signage, which must include shop drawings for signage
  - l. Final materials sample and color board
- Complete signage shop drawings must also be submitted for landlord approval.

**Structural Drawings**

Note: Submit one full set and S-drawings to:  
 Halcrow Yolles, Kyle Cossette, Project Manager  
 5550 Flamingo Road  
 Las Vegas, Nevada 89103  
 T | 702.253.6617  
 E | Kyle.Cossette@halcrowyolles.com

**Mechanical Drawings**

Note: Submit one full set and MEP drawings and completed schedule to: Celani & Assoc., Steve Celani  
 19531 Heritage Drive  
 Tinley Park, IL 60477  
 T | 815.806.0563  
 E | CelaniS@aol.com

- a. All drawings including heating, ventilating and air conditioning design, engineering, placement and calculations.
- b. Complete layout of the air distribution duct work system, smoke exhaust and exhaust fans.
- c. Plumbing system and fixtures, piping specifications, and waterproofing membrane specifications.
- d. Equipment schedule(s) and specifications
- e. Completed Mechanical/Electrical Schedule

**Electrical Drawings**

Note: Submit one full set including MEP drawings and completed schedule to: Celani & Associates

- a. Electrical power and lighting plan
- b. Electrical riser diagram to include without limitation
  - 1) The size of Landlord provided main service switch
  - 2) The Fuse size required at main service switch
  - 3) The conduit and wire size from main service switch
  - 4) Total connected KW load and load summary
  - 5) Panel schedules
  - 6) Light fixture schedule
- c. Tenant equipment specifications
- d. Indicate Landlord's Life Safety System
- e. V.A.V. terminal control wiring and power
- f. **Completed Mechanical/Electrical Schedule**

**Fire Life Safety/Egress Code Consultant**

Note: Submit one full set to: Rolf Jensen & Associates, Inc.  
 376 E. Warm Springs, Suite 210  
 Las Vegas, NV 89119  
 T | 702.699.5391

All tenants are required to submit drawings to RJA (base building Fire life safety/Egress consultant) **at Tenant's expense**, for conformance review.  
 Clark County Building Department requires all tenants to include RJA's review with their permit drawings prior to Clark County accepting drawings for plan check.  
 Please call 702.699.5391 for further information.

**Fire Alarm System Drawings**

Contact: CES, Project Manager  
 4080 E. Lake Mead  
 Las Vegas, NV 89115  
 T | 702.643.7566

**Sprinkler Drawings**

Contact: Statewide Fire Protection, Dave McManus  
 3130 Westwood Drive  
 Las Vegas, NV 89109  
 T | 702.737.1055

**Other Drawings**

- a. Any and all roof, floor and/or demising wall preparations and/or alterations proposed for Tenant's work.
- b. Waterproofing details for any penetration through outside walls or roof.

**All submitted drawings as specified above must be stamped and sealed by a State of Nevada licensed professional. Failure to provide drawings with the stamp and seal will be cause for return of Tenant's submission with no review.**

RECORDED NOTICE  
OF POSTED SECURITY

**BEFORE CONSTRUCTION CAN BEGIN, ALL TENANTS ARE REQUIRED TO COMPLY WITH ALL RELEVANT NEVADA LAWS. NEVADA REVISED STATUTE (NRS) 108.2403 REQUIRES THAT EITHER (1) A CONSTRUCTION DISBURSEMENT ACCOUNT IS ESTABLISHED AS SET**

**FORTH IN THE LANGUAGE OF THE STATUTE OR (2) A SURETY BOND IS RECORDED AS PER NRS 108.2415 AND THAT YOU RECORD WITH THE CLARK COUNTY RECORDER'S OFFICE A NOTICE OF POSTED SECURITY. NRS 108.2403 SETS FORTH EXACTLY WHAT IS REQUIRED FOR THE NOTICE OF POSTED SECURITY. PLEASE FORWARD THIS**

**INFORMATION TO YOUR LEGAL COUNSEL. ONCE THIS HAS BEEN ACCOMPLISHED, THE LANDLORD MUST BE PROVIDED WITH A COPY OF THE RECORDED NOTICE OF POSTED SECURITY.**

## 6.0 Construction Guidelines

### **JOBSITE CHECK-IN**

Prior to entering the project or starting construction, Tenant's contractor must check in with the Tenant Coordinator and provide the following:

1. One set of Landlord approved plans showing Landlord review stamp.
2. Tenant's building permit and the building department approved set of plans.

**Check the following Permit information:**

- **Parcel No.: 162-21-210-006**
  - **Site address: 3663 Las Vegas Blvd. South (Miracle Mile Shops)**
  - **Property Owner: Boulevard Invest LLC**
3. Certificate of Insurance verifying minimum coverage as specified below. No contractor will be permitted to start work until the required insurance certificate is on file with the Landlord.
  4. Comprehensive general liability coverage in an amount not less than \$2,000,000 combined single limit.
  5. Additional Insureds:  
The following is the holder of the certificate:

Boulevard Invest LLC  
Attn: Office Manager  
3663 Las Vegas Blvd South, Suite 900  
Las Vegas, NV 89109-1969

The following additional insured's are to be named in the certificate of insurance:

- Boulevard Invest, LLC
- Bank of America, NA

In addition please include the following verbiage: their present and prospective subsidiaries, affiliates, directors, officers, member's managers, shareholders, partners, agents, employees, servants, assignees, managing agents and mortgagees, as their interests may appear.

6. Workman's compensation and employer's liability insurance in the amount required by applicable Law;
7. Comprehensive automotive liability in an amount not less than \$500,000 combined single limit; and
8. Language providing Landlord thirty (30) days prior written notice of termination or alteration of Insurance.
9. Construction schedule or bar chart showing the work schedule and anticipated completion of Tenant's work.

10. W-9
11. Copy of Recorded Notice of Posted Security (recorded at Clark County Recorder's Office)
12. A complete list of subcontractors and suppliers, their associated trade, contact and phone numbers.
13. A 24-hour emergency phone number and email for the general contractor and subcontractors.
14. A **\$5,000** deposit (**retail**), a **\$10,000** deposit (**restaurant**) will be required from the General Contractor, made payable to Boulevard Invest, LLC. at the time of jobsite check-in to ensure payment of any damages to facilities or mall laborers required to repair damages or reimbursement for barricade costs. This deposit will be refunded after completion of punch list items (less cost of damages where applicable). Punch list to be reviewed and approved by the Tenant Coordinator.
15. Temporary power fee - \$.50/sf
16. Check for initial Sprinkler shut down fee - \$400
17. Check for barricade (if installed by Landlord)
18. Suite numbering fee - \$200
19. Standard cleaning fee - \$.45/sf (\$250 minimum)

**TENANT'S PERMIT SET AND ONE SET OF LANDLORD APPROVED PLANS  
MUST REMAIN ON THE JOB SITE AT ALL TIMES. NO EXCEPTIONS!**

## 7.0 Project Contacts

### **MALL MANAGEMENT**

Management Office | Miracle Mile Shops  
3663 Las Vegas Blvd. South, Suite 900  
Las Vegas, NV 89109  
T: 702.866.0703

Russell Joyner, CSM  
President, General Manager  
[rjoyner@miraclemileshopsnv.com](mailto:rjoyner@miraclemileshopsnv.com)

Sharon D. Thompson  
Tenant Coordinator  
[sthompson@miraclemileshopsnv.com](mailto:sthompson@miraclemileshopsnv.com)

Matthew Swanhart  
Director of Operations  
[mewanhart@miraclemileshopsnv.com](mailto:mewanhart@miraclemileshopsnv.com)

Sanchez Winfield  
Project Manager  
[swinfield@miraclemileshopsnv.com](mailto:swinfield@miraclemileshopsnv.com)

Bob "BK" Kane  
Chief Engineer  
[RKane@miraclemileshopsnv.com](mailto:RKane@miraclemileshopsnv.com)

Wendy Albert  
Sr. Director of Marketing  
[walbert@miraclemileshopsnv.com](mailto:walbert@miraclemileshopsnv.com)

Mollie E. Doyle, SCSM, CPM®, CCIM  
Director of Retail Assets  
[mduoye@miraclemileshopsnv.com](mailto:mduoye@miraclemileshopsnv.com)

Cyndi Crawford  
Director of Leasing  
[ccrawford@miraclemileshopsnv.com](mailto:ccrawford@miraclemileshopsnv.com)

Michael Anderson  
Director of Security  
[manderson@andrewsinternational.com](mailto:manderson@andrewsinternational.com)

### **LANDLORD FIRE PROTECTION/EGRESS CODE CONSULTANT**

Rolf Jensen & Associates, Inc.  
Las Vegas, NV 89119  
T: 702.699.5391  
F: 702.699.5534

### **LANDLORD MEP REVIEWER**

Steve Celani and Associates  
Tinley Park, IL 60477  
T: 815.806.0563  
F: 815.806.0564  
[CelaniS@aol.com](mailto:CelaniS@aol.com)

### **LANDLORD STRUCTURAL ENGINEER**

Halcrow Yolles Structural Engineers  
Las Vegas, NV  
T: 702.253.6617  
F: 702.253.0031  
Kyle Cossette  
[kyle.cossette@halcrowyolles.com](mailto:kyle.cossette@halcrowyolles.com)

### **LANDLORD FIRE ALARM CONTRACTOR**

Communication Electronic Systems (CES)  
Las Vegas, NV 89115  
T: 702.643.7566

### **LANDLORD SPRINKLER CONTRACTOR**

Statewide Fire Protection  
Las Vegas, NV 89109  
T: 702.737.1055  
F: 702.369.9939 fax

### **BARRICADE GRAPHICS INSTALLER**

Sign Xpress  
Las Vegas, NV 89102  
T: 702.792.2888

## 7.1 Governmental Agencies

### **DEPARTMENT OF BUILDING INSPECTIONS DIVISION**

4701 W. Russell Rd.

Las Vegas, NV 89118

T: 702.455.3000

[www.co.clark.nv.us/development\\_services/index.htm](http://www.co.clark.nv.us/development_services/index.htm)

### **DEPARTMENT OF DEVELOPMENT SERVICES**

4701 W. Russell Rd.

Las Vegas, NV 89118

T: 702.455.8995

### **BUSINESS LICENSE**

Department of Business License

500 S. Grand Central Pkwy.

Las Vegas, NV 89106

T: 800.328.4813

T: 702.455.4252

F: 702.386.2168

[http://www.co.clark.nv.us/business\\_license/Forms1.htm](http://www.co.clark.nv.us/business_license/Forms1.htm)

### **HEALTH DEPARTMENT**

Southern Nevada Health District

420 N. Nellis Blvd. Suite 5

Las Vegas, NV 89110

Mailing Address

P.O. Box 3902

Las Vegas, NV 89127

### **FIRE DEPARTMENT**

Clark County Fire Prevention

575 East Flamingo

Las Vegas, NV 89119

T: 702.455.7316

F: 702.455.7347

## 7.2 Required Landlord Contractors

Following is a list of Required Landlord contractors as follows:

### **ROOFING CONTRACTOR**

Eberhard Southwest Roofing

Las Vegas, NV 89118

T: 702.873.2212

F: 702.873.8330

### **SPRINKLER CONTRACTOR**

Statewide Fire Protection

Las Vegas, NV 89109

T: 702.737.1055

F: 702.369.9939 fax

### **BARRICADE GRAPHICS**

Sign Xpress

Las Vegas, NV 89102

T: 702.792.2888

### **FIRE ALARM CONTRACTOR**

Communication Electronic Systems (CES)

Las Vegas, NV 89115

T: 702.643.7566

### **LANDLORD FIRE LIFE SAFETY/EGRESS REVIEW**

Rolf Jensen & Associates, Inc.

Las Vegas, NV 89119

T: 702.699.5391

F: 702.699.5534

### **LANDLORD HVAC CONTROLS SYSTEM**

HVAC Controls System Long Building Technology

5325 S. Polaris Ave, Suite 500

Las Vegas, NV 89118

T: 702.740.5100

### **7.3 Public Utilities**

#### **Electricity**

*Contact Landlord to establish Electrical Service*

#### **Gas (Restaurants Only)**

Southwest Gas Company

4300 W. Tropicana

Las Vegas, NV 89103

702.365.1555

702.365.2368 fax

#### **Telephone**

Embarq Business Service Center

1.800.786.6272

#### **Internet**

Cox Communications Business Service

1.866.456.9944

#### 7.4 Barricade Specifications

New X'-X" high barricade wall 3 5/8" 20 gauge metal stud @ 16" oc with 5/8" gyp board on outer side screwed @ 12" oc. Taped and sanded to Level 3 smoothness and painted with Frazee white low sheen 001 or equivalent.

Horizontal brace (3 5/8" metal stud) top of barricade @ 4' oc.

New 6'-0" x 7'-0" door **with no hardware** if rear door exists (no pulls visible from mall side, secure door from inside). Flush frame and heavy piano hinges full door height (invisible from mall side). Door and wall to receive graphic covering, paint white per item above. **DOORS TO SWING INTO SUITE.**

Scribe barricade to fit against existing wall and trim relief on wall.

Cover inner face (adjacent to existing demising wall end) with commercial pile carpet (with flame spread rating as approved in this building). Pile to be used as non abrasive cushion between barricade and existing wall and glass of the existing storefront.

Section at left end to be removable. Fasten to adjacent side panels with drywall screws at 24" oc. Do not fasten to door. Bridge top plate to allow panel removal. Leave .08" gap in drywall edges at the corner (each side of the panel).

Apply 4" black rubber cove base to mall side (generic brand).

Install 8 mil (or heavier) clear polyethylene sheet from storefront to top of the barricade wall to form a dust barrier between the construction zone and the public mall. Trim to keep out of public view.

**ALL BARRICADES REQUIRE A BUILDING PERMIT IF NOT PART OF CONSTRUCTION DOCUMENTS, NO EXCEPTIONS!**

**8.0 Mechanical/Electrical Schedule**

MECHANICAL/ELECTRICAL SCHEDULE

1. TENANT \_\_\_\_\_ SPACE NO. \_\_\_\_\_
2. TENANT DRAWING NOS. \_\_\_\_\_ ELECTRICAL \_\_\_\_\_
3. FLOOR AREA (SQ. FT) \_\_\_\_\_
4. ELECTRICAL LOAD BREAKDOWN
  - A. LIGHTING \_\_\_\_\_ WATTS
  - B. SIGN(S) \_\_\_\_\_ WATTS
  - C. APPLIANCES \_\_\_\_\_ WATTS
  - D. ELECTRIC HEATER \_\_\_\_\_
  - E. EQUIPMENT \_\_\_\_\_
  - F. ELECTRICAL WATER HEATER \_\_\_\_\_
  - G. MISCELLANEOUS \_\_\_\_\_
5. TOTAL CONNECTED ELECTRICAL LOAD \_\_\_\_\_
6. TENANT CALCULATED DESIGN HEATING LOAD \_\_\_\_\_ BTUH
7. TENANT CALCULATED DESIGN COOLING LOAD \_\_\_\_\_ BTUH
8. TENANT CALCULATED DESIGN AIR SUPPLY \_\_\_\_\_ CFM (PER TENANT PLANS)
9. LANDLORD ALLOTTED AIR SUPPLY \_\_\_\_\_ CFM
10. ADDITIONAL AIR SUPPLY REQUIRED \_\_\_\_\_ CFM
11. VARIABLE VOLUME AIR TERMINAL UNITS
  - A. AIR CFM MAX \_\_\_\_\_
  - B. INLET/OUTLET SIZES \_\_\_\_\_
12. CHILLED WATER AIR HANDLER UNITS
 

AIR CFM MAX \_\_\_\_\_
13. TOILET EXHAUST \_\_\_\_\_ CFM
14. SPECIAL EXHAUST/MAKE UP SYSTEM(S) DATA (USE, CFM, HP, METHOD OF OPERATION, ETC.)  
\_\_\_\_\_
15. AIR CONDITIONING UNIT DATA (IF TENANT IS INSTALLING ITS OWN SYSTEM)
  - A. MAKE \_\_\_\_\_ B. MODEL \_\_\_\_\_ C. CFM \_\_\_\_\_

**9.0 TENANT'S AFFIDAVIT/SWORN STATEMENT**

**TENANT'S AFFIDAVIT/SWORN STATEMENT**

The undersigned, a representative of \_\_\_\_\_, and "Doing Business As" \_\_\_\_\_ at Miracle Mile Shops in Las Vegas, Nevada, hereby certifies to Landlord that Tenant's Work as described per the Lease has been fully completed in accordance with the Lease and the Tenant's Landlord-approved Working Drawings; and, that all Contractors, Laborers and Material Suppliers have been paid in full; and, that no liens have been filed against the Mall property. Tenant further agrees to indemnify and hold harmless the Landlord from any claim or cause of action brought by Tenant's Contractor, Subcontractors, Laborers and/or Material Suppliers arising out of the Tenant's Work.

**Contractors and Material Suppliers Paid Directly by Tenant**

Tenant further states that EVERY Contractor, Laborer and Material Supplier paid, for work done or materials supplied to the date hereof, are fully and correctly set forth opposite their names below:

Company Name	Services Rendered	Contract Price	Amount Paid	Lien Waiver Provided? Yes/No
	General Contractor		\$	Yes
			\$	Yes
			\$	Yes
			\$	Yes
				Yes
				Yes
				Yes
				Yes
				Yes
				Yes
				Yes
				Yes

Signed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ By: \_\_\_\_\_  
*(Name/Title)*

**IN WITNESS:**  
**STATE OF** \_\_\_\_\_  
**SS**  
**COUNTY OF** \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*(Notary Public)*

My Commission expires: \_\_\_\_\_

Seal/Stamp

10.0 UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

**UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

Property Name: \_\_\_\_\_

Property Location: Miracle Mile Shops, 3663 Las Vegas Boulevard South, Las Vegas, NV 89109

Undersigned's Customer: \_\_\_\_\_

Invoice/Payment Application No.: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

Amount of Disputed Claims: \_\_\_\_\_

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a Conditional Release form.**

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by

\_\_\_\_\_ dated this \_\_\_\_\_ day of \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Notary Public, in and for said County and State)

Seal/Stamp

## 11.0 PREFERRED CONTRACTORS LIST

Following is a list of contractors that have performed tenant build outs of varying degrees at Miracle Mile Shops. It is up to each tenant to fully investigate each contractor before awarding bids.

8/11

### **GENERAL CONTRACTOR**

Shaw Lundquist Associates, Inc.  
Las Vegas, NV 89103  
Office: 702.968.7865

Flagship Construction  
Las Vegas, NV 89103  
Office: 702.739.1722

CM Builders  
Las Vegas, NV 89118  
Office: 702.367.9952

BLUE & Associates  
Las Vegas, NV 89113  
Office: 702.485.1102

Penguin Construction  
Las Vegas, NV 89102  
Cell: 702.283.4381

### **DRYWALL/PAINTING/MILLWORK/ BARRICADE CONTRACTOR**

Penguin Construction  
Las Vegas, NV 89102  
Cell: 702.283.4381

### **FLOORING/DECORATIVE CONCRETE/SEALING**

ArCon Flooring  
Las Vegas, NV 89103  
Office: 702.262.9962

Kirkwood Stone Tile & Carpet  
Las Vegas, NV 89113  
Office: 702.221.4992

Tile Concepts Inc.  
Las Vegas, NV 89118  
Office: 702.412.1853

SEMCO  
Las Vegas, NV 89102  
Office: 702.222.9495

### **DEMOLITION CONTRACTOR**

LVI Environmental  
Las Vegas, NV 89103  
Office: 702.220.4848

### **GLAZING CONTRACTOR**

Avanti Glass  
Las Vegas, NV 89118  
Office: 702.740.2260

Z Glass Inc.  
Las Vegas, NV  
Office: 702.227.6038

### **ELECTRICAL CONTRACTOR**

Bombard Electric  
Las Vegas, NV 89118  
Office: 702.263.3570

Century Electric  
Las Vegas, NV 89130  
Office: 702.436.9500

Mojave Electric  
Las Vegas, NV 89118  
Office: 702.798.2970

### **MECHANICAL/HVAC CONTRACTOR**

Gallagher Kaiser  
Las Vegas, NV 89118  
Office: 702.785.0800

Bombard Mechanical  
Las Vegas, NV 89118  
Office: 702.940.4822

Quality Mechanical Contractors  
Las Vegas, NV 89109  
Office: 702.732.2545

### **ARCHITECT/INTERIOR DESIGNERS**

David Strait Architecture  
Las Vegas, NV 89031  
Office: 702.239.1838

Jim Berenji  
Design Core Inc.  
Las Vegas, NV 89109  
Office: 702.731.0293

### **WINDOW CLEANING**

Clear Choice  
Las Vegas, NV  
702.497.6271

### **FINAL STORE CLEANING**

Clearwater Bldg Maintenance  
Las Vegas, NV 89128  
Office: 702.275.8689

### **AIR BALANCE COMPANY**

Precision Air Balance Co. Inc.  
Las Vegas, NV 89123  
Office: 702.270.2688

American Air Balance Co.  
Las Vegas, NV 89118  
Office: 702.255.7331

### **STRUCTURAL ENGINEER**

Halcrow Yolles (Preferred)  
Las Vegas, NV 89103  
Office: 702.253.6617

Sierra Consulting Structural Engineers  
Las Vegas, NV 89117  
Office: 702.804.5986

### **FAUX FINISHER**

DC VIENT  
Las Vegas, NV  
Office: 702.388.8386

### **SIGNAGE**

YESCO  
Las Vegas, NV 89118  
Office: 702.876.8080

Valley Signs & Lighting  
Las Vegas, NV  
Office: 702.876.3899

Ultrasigns  
Las Vegas, NV 89101  
Office: 702.431.1729

### **STEEL ERECTORS**

Reliable Steel  
North Las Vegas, NV 89081  
Office: 702.642.8390

Southwest Steel  
Henderson, NV 89011  
Office: 702.320.4900

### **CONSTRUCTION DISBURSEMENT COMPANIES**

Project Disbursement Group  
Las Vegas, NV 89128  
Office: 702.255.4433 ext 109  
Cell: 702.528.7537

