





EXHIBIT C

**US 41 & Candlelight**

Refer to Tenant Design Criteria Dated \_\_\_\_\_

Refer to Tenant Technical Criteria Dated \_\_\_\_\_

TENANT'S CONSTRUCTION REQUIREMENTS

**1. Landlord Construction**

Tenant has provided Landlord with Tenant's Requirements for Landlord Workletter, which is a package of information that includes Tenant's standards, specifications and other details or documents pertaining to Landlord's Work (defined below) in the leased premises (the "Tenant's Requirements"). Additionally, Landlord will be required to coordinate certain aspects of the work with Tenant and/or Tenant's Construction Documents as defined in this Workletter. Landlord grants to Tenant and its employees, agents, consultants, affiliates, contractors and subcontractors, a right of entry upon the Property prior to Tenant taking delivery of possession of the Premises to conduct pre-construction activities at Tenant's reasonable discretion.

[Provide (i) Site Survey meeting ALTA survey standards, (ii) Site Plan in accordance with the minimum standard requirement established for an ALTA/NSPS Land Title Survey, and (iii) Soils Report in compliance with Geotechnical Special Publication 2017.]

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Landlord will provide the Tenant with a copy of Landlord's construction schedule, including the name, phone number and address of Landlord's contractor and project manager, and copies of all Tenant and governmentally approved Landlord's Plans (as defined in the Lease, or, if not defined in the Lease, "Landlord's Plans" will mean the Tenant (pursuant to Tenant's Criteria Drawings) and governmentally approved plans for Landlord's configuration of the leased premises and any other portions of the building and the shopping center of which such leased premises are a part, coordination of Landlord's Work, Tenant's drive-through facility, if any, and the parking area, if any), and copies of all changes to such Plans as shall have been approved by Tenant. The foregoing shall be provided to Tenant by the delivery date for such items as set forth in the Lease (or, if no such delivery date is set forth in the Lease, at least {timeline} days prior to the Scheduled Delivery Date as defined in the Lease, or, if the Scheduled Delivery Date is not defined in the Lease, the date set forth in Landlord's construction schedule for completion of all Landlord's Work, which date shall be referred to herein as the "Scheduled Delivery Date". The construction schedule must include completion dates for key construction milestones, which milestones shall include completion of access/egress, completion of Tenant parking field, installation of permanent utility services, and a Certificate of Occupancy for the building and the shopping center of which the leased premises are a part, all of which must occur prior to the Scheduled Delivery Date.

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The Tenant's Requirements, together with the provisions of the Lease governing Landlord's Work, this Landlord's Workletter, and the Landlord's Plans, are referred to herein, collectively, as the "Landlord's Work Documents."

If not otherwise defined or expressly described in the Lease, "Landlord's Work" shall mean all items described in the Landlord's Work Documents and any work necessary to bring the leased premises and the building and the shopping center of which the leased premises are a part, in each case, into the condition required under the Landlord's Work Documents; together with obtaining, at Landlord's sole cost, (i) all approvals to finalize a master sign program (if required or necessary) acceptable to Tenant by the date that Landlord delivers Landlord's Plans to Tenant, and (ii) all permits and/or government approvals for the construction and operation of Tenant's drive-through facility (if applicable).

Landlord's Work shall be completed in compliance with the Landlord's Work Documents, standard construction practices, and all applicable Federal, State and local laws, rules, codes and regulations. Landlord shall provide Tenant with a weekly construction status report with digital progress photos. During construction of all Landlord's Work, Tenant's project manager, or its designated representative, may enter upon the leased premises and the building and the shopping center of which the leased premises are a part to inspect progress, take progress photos, and to determine if Landlord's Work is being completed in accordance with the description of Landlord's Work and the Landlord's Work Documents. Upon the completion of Landlord's Work, Landlord shall provide Tenant with completed as-builts for the leased premises.

**2. Parties Obligations Upon Delivery of Possession**

Landlord shall notify Tenant in writing at least ten (10) days (if not otherwise set forth in the Lease) prior to the date that Landlord anticipates that the leased premises will be ready for Tenant's occupancy, together with a record drawing of the completed Premises. Tenant shall arrange promptly to inspect the leased premises to determine whether Landlord's Work has been completed in accordance with the Landlord's Work Documents. At the time of Tenant's inspection, Landlord shall demonstrate that all of Landlord's Work and all mechanical systems of the leased premises are in good working order; provided, however, that if electrical service is not connected at the time of Tenant's inspection, then, notwithstanding anything to the contrary in any other Landlord's Work Documents, Tenant's inspection shall not be deemed complete and Landlord shall not be deemed to have satisfied all conditions to the delivery of the leased premises until such electrical service is completed and Landlord shall have demonstrated that all of Landlord's Work that requires completed electrical service is in good working order, including, without limitation, HVAC, the Drive Thru Window, if applicable, and rooftop fan.

Upon completion of Tenant's inspections, Tenant shall deliver to Landlord a written punch list of all incomplete or faulty items of construction or mechanical installation (the punch list shall be limited to items that are cosmetic in nature and can be completed within fourteen (14) days), and any necessary mechanical adjustments and finish work needed to bring the leased premises and the building and the shopping center of which the leased premises are a part into the condition required by the Landlord's Work Documents. Except as expressly provided to the contrary in the Lease, Landlord shall repair all punch list items as a condition to Tenant's acceptance of the leased premises, or if Tenant chooses to accept delivery of the leased premises prior to completion, within fourteen (14) days of the date Tenant delivers the punchlist to Landlord, unless another date is specified in the Lease. Upon Tenant's acceptance of delivery of possession of the Premises, Landlord and Tenant shall execute the delivery of possession form in accordance with the Lease or a written

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acknowledgement of delivery and acceptance if a delivery of possession form is not a part of the Lease.

If on the Scheduled Delivery Date, leased premises and the building of which the leased premises are a part are not in the condition required by the Landlord's Work Documents, and/or if Landlord fails to repair all punch list items at the time and in the manner described in the preceding paragraph, and if, in either case, Tenant elects to accept possession of the leased premises, then, in addition to any remedy provided in the Lease and without limitation thereof, and except as expressly provided to the contrary in the Lease, Tenant is hereby authorized to complete all or any portion of the outstanding Landlord's Work and/or punchlist items necessary to bring the leased premises into the required condition and Landlord shall reimburse Tenant for the actual cost of such work plus an administrative surcharge of fifteen percent (15%) of the amount otherwise due Tenant, to compensate Tenant for its employees' time, within thirty (30) days of receipt of an invoice for such sums. Landlord agrees that the Tenant's and its contractor's determination of the scope of all work that is necessary to bring the leased premises into the required condition is deemed appropriate and the cost thereof plus the surcharge referred to above shall be final and binding on Landlord. If Landlord does not reimburse Tenant as required by this Landlord Workletter then in addition to any remedy provided in the Lease and without limitation thereof, Tenant may offset such sum against the monthly base rent and all other charges payable by Tenant under the Lease until such sum has been fully recouped. Nothing herein shall limit or impair any of Tenant's rights and remedies set forth in the Lease or Landlord's obligations thereunder, including, without limitation, requirements for the condition of the leased premises and the building and the shopping center of which the leased premises are a part and Landlord's obligation to construct and complete all Landlord's Work.

**3. Incorporation with Lease**

This Landlord Workletter is attached to and forms a part of the Lease and is intended by the Landlord and Tenant to be interpreted in all respects in a manner that is consistent with the terms, conditions and provisions of such Lease. Notwithstanding the foregoing, the express terms, conditions and provisions of the Lease (including, without limitation, those terms, conditions and provisions of the Lease, if any, governing delivery dates and the rights and obligations of the parties in the event that on the Scheduled Delivery Date, the premises are not delivered to Tenant in the required condition) shall control in the event of any conflict or inconsistency between the express terms, conditions and provisions of the Lease and this Landlord Workletter.

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DESCRIPTION OF LANDLORD WORK  
 NEW AND/OR EXISTING CONSTRUCTION

CSI	Scope/Category	Details
014000	Quality Control	<p>Landlord shall provide Tenant with construction status updates through regular weekly progress reports and OxBlue site camera(s). Landlord will secure one (1) 12 Megapixel Cobalt Exterior OxBlue Construction Camera with Solar panel (optional). Camera shall be located at an agreed upon location where the video feed can maintain visual connectivity w/ landlord related construction. The Landlord shall contact Starbucks national account representative @ OxBlue to initiate rental and delivery. The camera shall be installed and operational within 72 hours of construction mobilization.</p> <p><b>Contact:</b> OxBlue Corporation / 1777 Ellsworth industrial Blvd. NW / Atlanta, GA 30318 Attn: Jonathan DeBowles          678.528.1077 enterprisesupport@oxblue.com</p>
014100	Regulatory Requirements	<p>Landlord shall be responsible for planning and zoning approval, land entitlements, and all associated impact fees associated with Site improvements. If required by the local jurisdiction, Landlord shall also obtain an outdoor seating permit.</p>
024000	Selective Demolition	<p>Demolish, remove, and legally discard all site and building improvements including but not limited to:</p> <p><b>Site:</b> Sidewalks, paving, site storm drainage, landscaping, partitions, site signage, foundations.</p> <p><b>Interior:</b> Ceilings, floor coverings (including adhesive and mastics), interior partitions, fixtures, furniture, equipment, lighting, electrical conduit back to main distribution panel, HVAC duct work, sensors, plumbing.</p> <p><b>Plumbing:</b> Scope lines and hydro flush sewer system to lateral termination at city lines.</p> <p><b>Surface Prep:</b> Prepare impacted areas and surfaces to a condition ready to receive Tenant's construction. Interior spaces shall be left in a "broom clean" condition.</p> <p><b>Existing Items:</b> Tenant shall identify any real and personal property items to remain and be protected prior to demolition. Landlord shall</p>

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CSI	Scope/Category	Details
		remove items and store in a temperature-controlled environment for Tenant's future use.
033000	Concrete	<p><b>Site Footings:</b> Landlord shall provide concrete footings with specified anchor bolts for Tenant provided signage and bollards per Tenant provided criteria package. Footing design shall consider bearing capacity of soils, wind loads, weight of signage and all applicable codes. Landlord shall coordinate anchor bolt placements, footing locations, and electrical/data stub-ups with Tenant provided cut sheets. Landlord shall install the following footings and tenants specified bollards in approved locations:</p> <ol style="list-style-type: none"> <li>1. Tenant's dedicated monument sign(s) and/or pylon sign</li> <li>2. 6" diameter steel pipe bollards</li> <li>3. Pre-menu board</li> <li>4. Order menu board</li> <li>5. Drive thru order screen canopy</li> <li>6. Directional signage two [2] minimum per store</li> <li>7. Clearance/height restriction bar</li> </ol>
033001	Building Subfloor	<p><b>General:</b> Landlord to provide full slab leave out for future Tenant construction.</p> <p><b>Subgrade Prep:</b> Subgrade shall be clean, structural grade fill made level and compacted in accordance with Landlord's geotechnical report. Provide fill 4" below proposed finish floor elevation.</p>
221113	Water Distribution	<p><b>General:</b> Permit, furnish, install at rear of Tenant's space isolated from electrical equipment a minimum:</p> <p>*One [1] 1½" independent domestic water meter, designated for Tenant's use, with shut-off valves on either side and bypass valving for maintenance. Provide one [1] 1½" copper domestic water line stubbed into the Premises. Location to be designated by Tenant.</p> <p>*One [1] certified &amp; tested backflow preventer with protective enclosure and shut-off ball valve. Backflow prevention assembly shall provide maximum water pressure drop of 15 psig (pounds per square inch gauge). Preferred location is adjacent to the water filtration system in the Back of House (BOH).</p> <p><b>Water Pressure:</b> Water service pressure should be a minimum of 50 psi</p>

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		<p>(345 kPa) and no greater than 65 psi (448 kPa) residual pressure at the location where the water service enters the project space.</p> <p><b>Booster Pump:</b> If the pressure is under 50 psi (345kPa) at point of entrance to Starbucks space, provide a domestic water booster pump and surge tank to meet Starbucks minimum requirements. The Landlord's engineer shall verify the inlet water pressure for each piece of equipment within the store. Locate booster pump above BOH ceiling adjacent to water filtration equipment.</p> <p><b>Temporary Service:</b> If permanent utility service is not available at the scheduled delivery date as defined in the Lease, temporary service must be provided by Landlord.</p>
221319	Grease Abatement	<p><b>General:</b> The Landlord shall utilize Starbucks National Purchasing Program for procurement and to assist with specifying an approved unit. The tenant's approved FOG interceptor manufacturer is Schier. Should any agency feel that it is necessary for a Starbucks store to install a Fats Oils and Grease (FOG) control system, Starbucks will provide the Landlord with the information required to specify an approved device.</p> <p><b>Approach:</b> The Landlord shall install a Large HGI or gravity fed interceptor with connection to all sinks and/or floor drains as approved by the authority having jurisdiction. Tenants' preferred location is outside the building below grade, adjacent to BOH service door, and/or isolated from building entry and patio area. If a decision is made to challenge jurisdictional requirements, the Landlord will work with Schier's national account leads to interface with the authority having jurisdiction, and gain approval of an appropriately sized device.</p> <p><b>Documentation:</b> When utilizing Starbucks National Purchasing Program, a photograph of the Schier interceptor label with model number and serial number clearly visible must be provided to the Tenant.</p>
321200	Site Paving	<p><b>General:</b> Landlord shall be responsible for vehicular paving on the premises including drive-thru lanes, parking, and drive aisles. Landlord shall prepare subsurface soils, backfill sub-base, and properly compact per the jurisdictionally approved civil engineering plans.</p> <p><b>Trash Enclosure:</b> Provide 6" thick sealed concrete paving at trash enclosure. Extend concrete wear apron 12'-0" from front edge of enclosure toward hauler access point.</p> <p><b>Asphalt Paving:</b> Landlord shall provide asphalt paving throughout</p>

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		<p>parking area. A licensed engineer shall appropriately specify sub-base, aggregate, asphaltic binder, and sealant to apply with applicable codes.</p> <p><b>Reinforced Concrete:</b> Landlord shall provide 6" thick normal weight stained integral black reinforced Concrete paving. Paving shall start 12'-0" prior to Tenant's order point and extend 12'-0" beyond pick-up window. Concrete shall extend width of drive-thru Lane or minimum 12'-0" from edge of curb. A licensed engineer shall appropriately size form-work, aggregate mix, reinforcement, and control joints in compliance with applicable codes. Finish per Tenant's approval.</p>
321300	Sidewalks & Patios	<p><b>Hardscape:</b> Landlord shall provide sidewalks, curbs, curb cuts, landscape retainage, ramps, and/or stairs as needed to ensure onsite pedestrian and vehicular access. All components shall be code compliant and accessible as required by the local jurisdiction. Sidewalks shall slope away from the building at all points of entry to promote positive drainage; maximum slope of 1/4" per foot. Cast-in-place concrete shall be engineered by a licensed professional per the geotechnical report and in conformance with all applicable codes.</p> <p><b>Canopy:</b> Landlord to provide structural outdoor canopy for covered patio seating. The canopy design shall be Integral with the buildings' façade, and approved by Starbucks prior to permitting. The construction shall be permanent and designed to conform with all local and national jurisdictional requirements.</p> <p><b>Railing:</b> Provide patio railing throughout.</p> <p><b>Patio Finish:</b> Colored paver or stamped concrete, sealed, color per Tenant selection.</p>
321700	Pavement Markings & Wayfinding	<p><b>Wayfinding:</b> Provide parking lot pavement markings including: accessible marking, stall striping, pedestrian access signage, and drive thru wayfinding graphics per jurisdictional requirements, and as defined in the Tenant approved site plan. Install site signage including Starbucks dedicated parking signage and accessibility signage as approved by the local jurisdiction.</p> <p><b>Wheel Stops:</b> Provide wheel stops at all parking spaces adjacent to Tenant's sidewalk, patio, and directly next to building.</p>
322000	Trash & Recycling	<p><b>Trash Enclosure:</b> All trash enclosures shall be sufficiently sized to accommodate Tenant's trash, recycling, and composting needs.</p>

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		<p>Landlord shall initiate contact with local service provider to determine service types, Bins which meet the below minimum dimensions, pickup frequency and schedule.</p> <p><b>Required Dimensions:</b> Provide a trash enclosure of a minimal clear size of 18'-0" wide x 9'-0" deep x 7'-0" high, with space inside the enclosure to accommodate a four (4) cubic yard trash container, a four (4) cubic yard recycling container, and two [2] sixty-four (64) gallon containers for composting materials and all other adequately sized containers required by applicable Trash and Recycling Laws in the Trash and Recycling Area sufficient for the handling of all Trash and Recyclable Materials (the "Bins").</p> <p><b>Bins:</b> All openings on all Bins shall have a maximum height of 3'-0" from ground level, or if the opening on any Bin is higher than 3'-0" from ground level an appropriate step shall be provided by Landlord so that the opening is 3'-0" or less from the top of the step.</p> <p><b>Cladding:</b> No open chain link enclosures will be allowed and all construction materials and fencing materials shall be approved by Tenant.</p> <p><b>Location &amp; Access:</b> The trash enclosure shall be physically located on the site in a mutually agreed upon location no greater than 300'-0" from the Tenant's service door without interrupting the flow to the drive-thru lane (if applicable) or access to the parking areas or ingress or egress to and from the Premises.</p> <p><b>Pathway:</b> The pathway from the Premises to the enclosure and the enclosure itself shall be well lit. Access pathway from rear door to Tenant's trash area shall be ramped to allow rolling access.</p> <p><b>Hose Bib:</b> Provide a lockable hose bib within the Trash and Recycling Area. If the trash enclosure is closer than 75'-0" from Tenant's rear access door, Tenant can use hose bib adjacent to door.</p>
328000	Irrigation Systems	<p><b>Installation:</b> Landlord shall furnish and install irrigation system in compliance with local regulations. Irrigation system shall be type drip or micro spray with weather and soil moisture sensor and SMRT Logic internet compatible. System design shall maximize delivery of water to plant areas, including planters, while minimizing over-spray, runoff and customer disruption. Controls shall be set to run at optimal times; early morning and evening, to minimize evaporation loss and business hours disruption.</p> <p><b>Metering:</b> Irrigation system shall be separately metered and include an integral backflow prevention device. Vault type control and valves are preferred and must be accessible by Tenant.</p>

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		<p><b>Temporary Irrigation System:</b> If a permanent irrigation system is NOT required due to landscape type then a temporary system should be installed until plants are established. Verification the landscaping does not require an irrigation system must be provided. The prescriptive requirements are defined in the Starbucks Landscaping and Plumbing Design Guidelines and specifications.</p>
329300	Landscaping	<p><b>Design:</b> Landscape design must use native and adaptive variety species that are type low maintenance and require minimal to no irrigation. Additional requirements such as salt runoff or drought tolerance shall be considered regionally. Landscape shall minimize rain and irrigation run-off while conserving and utilizing existing vegetation as required. Designs shall include a mixture of trees, shrubs and ground cover to retain soil moisture, mitigate solar heat gain, and enhance the Tenant's customer experience.</p> <p><b>Trees:</b> In no case will the caliper of newly planted trees be less than 2", and stand less than 7'-0" tall. All trees shall be staked minimum one year or until fully established. At no point shall a tree blocking visual access to prominent site features such as storefront windows, entrances, Tenant signage, site wayfinding, or pedestrian access when fully grown.</p> <p><b>Turf:</b> No artificial turf grass is permitted on Tenant's site.</p> <p><b>Planters:</b> All planters should be designed to ensure proper drainage and include an appropriate amount of native topsoil to ensure optimum plant health. Where applicable, provide a minimum 2" of mulch over landscape beds to retain soil moisture and minimize weed growth.</p> <p><b>Maintenance:</b> Any landscaping designs that require maintenance items after the first year including, but not limited to, removal of planter stakes and temporary irrigation, must be scheduled at completion of landscaping work.</p>
333100	Sanitary Sewer	<p><b>General:</b> Permit, furnish, and install at rear of Tenant's space, a 4" sanitary sewer waste line dedicated for Tenant's use. The invert elevation at the furthest point of connection shall be 27" below finished floor and maintain a minimum slope of 0-1/4" per lineal foot. Landlord shall hydro flush and video scope Tenant's sewer lateral to connection with city sewer main.</p>
0334100	Storm Water Management	<p><b>System:</b> Provide a subsurface stormwater retention system to accommodate Tenant's building configuration, site circulation, patio,</p>

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		<p>site amenities, and jurisdictional requirements as defined in the Landlord's approved site plan.</p> <p><b>Downspouts:</b> Coordinate location of roof and canopy downspouts with Landlord's approved site plan. No direct discharge to sidewalks, drive aisles, patio, or parking lot are permitted.</p>
335100	Gas Distribution	N/A
073000	Roof Assembly	<p><b>General:</b>          Landlord shall provide fully adhered or mechanically fastened 60 Mils (nominal thickness) EPDM or TPO roofing system. System shall conform with applicable federal, state, provincial, and local building codes, and be engineered to satisfy site specific structural, fire, and thermal requirements. Insulation shall be minimum R-38 or comply with the minimum prescriptive values outlined in the IECC (International Energy Conservation Code). System shall include underlayment, rigid board insulation, glass mat cover board, sheet flashing, edge sealants, saddles, corners, and vent flashing.</p> <p><b>Structure:</b>          Roof Structure shall be designed in conformance with local codes and engineered to resist uplift, live, and dead loads requirements. In addition, structure shall be sized to support Tenant's RTUs, utility fan, and remote condenser (if applicable, in locations to be coordinated with Tenant).</p> <p><b>Finish:</b>          SRI (Solar Reflectance Index) = 79 minimum</p> <p><b>Flexible Walkways:</b>          Install walkway products in locations to permit travel from rooftop access to all utilities. Heat weld to substrate or adhere with compatible adhesives.</p> <p><b>Penetrations:</b>          Landlord shall furnish and install rooftop penetrations, curbs, and associated flashings. Size and location of penetrations shall be coordinated with and approved by Tenant prior to installation. Penetrations shall include and not be limited to the following:</p> <ol style="list-style-type: none"> <li>1. Plumbing Vents - Extend 12" into building for Tenant's tie-in</li> <li>2. Water Heater B-Vent</li> <li>3. Utility Set Fan Curb</li> <li>4. RTU Curbs</li> <li>5. Electrical and Gas penetration for RTU's (home run elec. conduit back to tenants distribution panel)</li> </ol>

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		<p>6. Electrical Signage penetrations (home run elec. conduit back to tenants distribution panel)</p> <p>7. Line set penetration for Ice maker (if applicable)</p> <p>8. Sleepers for condensers (if applicable)</p> <p><b>Rooftop Access (Exterior):</b> Provide aluminum channel exterior rooftop access ladder at rear of building in Tenant approved location. Ladder shall be fixed exterior grade with lockable access. Ladder shall be in compliance with OSHA regulations and conform with local and national codes.</p> <p><b>Drainage:</b> Landlord shall furnish and install jurisdictionally approved rooftop drainage to tie in with site and/or municipal stormwater management system. Scupper and downspouts shall be minimum .032" thickness formed and coated aluminum, color to match adjacent finish. Coordinate scupper/downspouts with exterior building elements and Tenant provided signage.</p>
084000	Exterior Openings	<p><b>General:</b> Landlord shall furnish and install all exterior doors, frames, windows and/or storefront system in compliance with all local and national codes. Thermal resistance of all openings shall comply with the prescriptive requirement of the IECC (International Energy Conservation Code).</p> <p><b>Vestibule:</b> In Climate Zone 5 and above, Landlord shall furnish and install heated entry vestibule in conformance with the barrier free provisions of the code and applicable energy code requirements.</p> <p><b>Steel Doors:</b> Landlord shall furnish and install up to [2] commercial grade 42" x 84" rear service door(s). Door(s) shall be cold rolled and welded 16 gauge steel with polystyrene core. Frames shall be Double Rabbet fully welded 14 gauge steel. Finish hot dip galvanized coating with two [2] coats shop prime color similar to finish.</p> <p><b>Aluminum Storefront:</b> Storefront shall be 2" x 4-1/2" extruded aluminum section in conformance with ASTM B221; center set; flush design; thermally broken. Doors shall be heavy duty aluminum/glass type; out swinging with 10" bottom rail. Design and size members and anchorages to withstand wind loads as required by the jurisdictional code, and to resist door pivot and closer reaction forces. Finish shall be anodized; coordinate color with Tenant. Provide hurricane resistant frames and associated anchorage for special wind regions as defined in ASCE 7-05.</p> <p><b>Glazing:</b> Storefront glazing to be clear, non-tinted, non-reflective, double glazed and low-e with U-value complying with the appropriate climatic zone in the IECC (International Energy Conservation Code) or</p>

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		<p>local jurisdictional requirements. Provide impact resistant glazing in hurricane or special wind regions as defined in ASCE 7-05.</p> <p><b>Hardware:</b> Landlord shall furnish and install all exterior door hardware in compliance with federal, state, provincial, and local building, life safety, and accessibility requirements.</p> <p><b>Aluminum Storefront:</b></p> <p>Weather stripping: Hard-backed poly pile in door and/or frame          Threshold: Extruded aluminum with ribbed surface          Sill Sweeps: Brush strip, concealed          Pivoting/Hinging: Offset pivot; top and intermediate          Closers: Dorma BTS 80 NHO; concealed floor closer; single acting; offset pivot          Latches/Strike: Adams-Rite MS1830 with provisions for keyed cylinders on interior face only; mount to bottom rail          Keying: All lockset and deadbolts shall be keyed as directed by owner          Push/Pulls: Arcadia Radius Push-Pull Set; straight pull option; clear finish          Cylinder Guard          Transom Decal: ("THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS" )</p> <p><b>Exterior Service Door:</b></p> <p>Threshold: National Guard - 325 Half Saddle Threshold          Securing device: Falcon Lock - C607 7-Pin Core Combination "A" Keyway          Securing device: Sur-Lock - I/O 2000L-03IC Auto Locking Door Alarm, IC; No CTR Includes - Mortise Cylinder          Closer: Dorma - 8916 Door Closer 8916 AF89P          Kickplate: Rockwood - 10" Kickplate          Peep Hole: DS-6 Door Spy          Door Bell: Nutone - MCV309NWHGL Door Bell          Door Stop: Rockwood 473 Door Stop with Hook          Miscellaneous: National Guard - 16A Rain Drip          Miscellaneous: National Guard - 137NA Weather Strip</p> <p>Regional: Provide fly fan and associated power per jurisdictional requirements</p> <p><b>Finishes:</b>          General: US26D, Satin Chrome Plated, except:          Push Plates, Door Pulls, Kickplates: US32D, Satin Stainless Steel</p>

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		Door Closers: 689/Sprayed Aluminum
085000	Drive Thru Window	<p><b>General:</b> Landlord shall furnish and install fully operational Ready Access™ Series 600 MOER drive-thru service window. Include transom, sidelights, heater and/or air curtain as required per local code. Window and air curtain finish to match adjacent storefront. Select window based on Tenant provided criteria and geographic location of store. Coordinate window configuration (right to left or left to right) with Tenant.</p> <p><b>Electrical:</b> Install Electrical for Drive thru window and fly fan per manufacturer's specifications.</p> <p><b>Heated Air Curtain:</b> Install one [1] dedicated 40 amp 208/240 single phase circuit for heated air curtain system per manufacturer's specifications.</p> <p><b>Window Shelf:</b> Install service window shelf at 36" AFF inside and 42" outside as measured above drive-thru surface. Finish shall be exterior grade, durable, no reflective surface per Tenant's approval. Example: Paperstone, Corian or equal</p>
092000	Wall Assembly	<p><b>General:</b> Landlord shall provide exterior masonry wall construction and interior Gypsum Wallboard (GWB) demising walls. System shall be designed to resist dead and live loads, based on jurisdictional requirements.</p> <p><b>Insulation:</b> Provide continuous wall insulation from floor to deck in sufficient thickness to meet the minimum resistance of R-21 or R13+R6.5ci (continuous insulation). In cold weather zones, provide additional insulation as required to meet the prescriptive envelope requirements of the IECC.</p> <p><b>Blocking:</b> Landlord shall provide wall anchorage for all exterior Tenant furnished items. Design anchorage to resist vertical and lateral loads, with a safety factor of 2.</p> <p><b>Gypsum Wallboard (GWB):</b> Landlord shall provide GWB on interior face of exterior masonry walls. Provide 6" interior furring and GWB on all exposed masonry walls. Furnish boards of maximum permissible length, with tapered edge for boards to be exposed, taped, and finished; min. 0-5/8" thick. Install per GA216 and requirements for each fire assembly. Coordinate all rough-in wall conduits, plumbing, and blocking with</p>

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		<p>Tenant prior to installation of GWB. Provide interior furring and GWB on all exposed masonry walls. Interior walls shall be Level 4 finish primed white.</p> <p><b>Penetrations:</b> Wall penetrations for Tenant provided fixtures, including but not limited to; building signage, sconce lighting, exterior speakers, exterior outlets, and frost-proof hose bibs shall be provided by the landlord. Penetration locations shall be coordinated with Tenant prior to installation and shall be properly waterproofed and flashed. Junction boxes with conduits and pull string shall be stubbed into Tenant's space for future connectivity.</p>
095000	Ceiling Assembly	<p><b>General:</b> Landlord shall deliver Tenant's space with ceiling open to structure. Ceiling assembly shall meet the hourly fire ratings approved by the local jurisdiction having authority. Ceiling assembly; including fireproofing, insulation, wood, concrete, or metal structure, shall be prepped and primed to receive Tenant's future finish. Landlord shall coordinate height to bottom of structure with Tenant, and shall include adequate spacing for ceiling finishes, lighting, HVAC, and fire sprinkler system (if applicable).</p>
107000	Site Accessories	<p><b>Bike Rack:</b> Landlord shall install Tenant approved bike rack(s). Install in a mutually agreed upon location which limits pedestrian disruption and adheres to the barrier free provisions of the code.</p> <p><b>Screening:</b> Landlord shall provide site screening as necessary to reduce noise and light transfer to adjacent sites.</p> <p><b>Utility Screening:</b> Landlord shall provide screen fence per Tenant's Design Criteria at rear of building to screen utility meters and rear access door from drive-thru lane.</p> <p><b>Finish:</b> All screening shall be complementary to building aesthetic and placed in accordance with local jurisdictional requirements and Tenant's Design/Technical Criteria Package and coordinated site plan.</p>
107300	Exterior Canopies	<p><b>Metal:</b> Landlord shall obtain permits, furnish, and install weather protective canopy above all entry and Egress doors at a minimum (9'-0") clear above finish floor. Canopy shall be metal type galvalume minimum 22-gauge steel in conformance with ASTM A792 AZ50. Canopies shall not drain onto pedestrian areas.</p> <p><b>Color:</b> Color and canopy design per Tenant's approval.</p>

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107300A	Drive Thru Exterior Canopies	<p><b>Drive Thru Canopy:</b> Landlord shall obtain permits, furnish and install weather protective canopy above Drive-Thru window at a minimum (9'-6") clear above drive through lane. Canopy shall be metal type galvalume minimum 22-gauge steel in conformance with ASTM A792 AZ50. Minimum 5'-0" projection from the building per Tenant's Design Criteria.</p> <p><b>Color:</b> Color and canopy design per Tenant's approval.</p>
210000	Fire Protection	<p><b>General:</b> If required by applicable codes; Landlord shall engineer, obtain permits, furnish and install a certified fire sprinkler system in dedicated riser room. Locate fire main in BOH in Tenant approved location. Include flow valve, tamper devices, back flow prevention and applicable clearances as required by the authority having jurisdiction. System shall be fully operational and connect to Landlord provided fire alarm system.</p> <p><b>Installation:</b> Landlord shall coordinate installation of sprinkler system with Tenant provided plans. Uprights, side wall, pendant, and concealed heads shall be fully coordinated with Tenant's interior layout plans and conform with all applicable codes. Sprinkler installation shall be coordinated with Tenant's GC to ensure system is inspected, certified, and fully operational prior to Tenant's occupancy.</p>
224200	Plumbing Fixtures & Equipment	<p><b>Plumbing Vents:</b> Furnish, engineer, and install all plumbing vents required for tenant's future construction. Vents shall be properly sized based on tenant's future fixture unit count. Landlord shall properly flash roof penetration and extend pipe to terminate in the ceiling above tenant's space.</p> <p><b>Hose Bibs:</b> Provide (2) lockable recessed frost-free bibs, located adjacent to tenants BOH entry and patio area. Final location shall be coordinated with tenant's plans prior to installation. Hose bibs shall be connected to a 0-½" insulated copper pipe, run through wall, and terminated above tenant's space. Leave piping exposed and visible for tenant's future connection. If system is pressurized provide ¼ turn shut off valve.</p> <p><b>Metering:</b> If hose bibs are dedicated to Tenant, Landlord shall run water usage through Tenant's water meter.</p>
233000	HVAC Ductwork	<p><b>General:</b> Landlord shall furnish and install RTU's drop plenum when units are set. Extend supply and return air 3'-0" below ceiling for</p>

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		future Tenant tie-in. Tenant will furnish and install all HVAC duct work throughout space.
233400	Exhaust Fan & Ducting	<b>Fan:</b> Furnish and install <b>rooftop exhaust fan</b> , associated curb, roofing, flashing, and electrical connection to ensure fully operational system. Size fan based on the following criteria: Exhaust 80 cfm per restroom (min. 2) and 70 cfm per oven (min. 2)
237000	HVAC	<p><b>Units:</b> Furnish and install high efficiency HVAC rooftop units [RTUs], including, curbs, structural support and associated electrical, plumbing and, gas connections as required to ensure completely functional system. Tenant's approved manufacturers are Carrier and Trane. Landlord shall utilize Starbucks National HVAC Purchasing Program for unit procurement, per Tenant provided criteria package.</p> <p><b>Capacity:</b> Furnish no less than 1 ton of cooling capacity per 125 SF. Furnish heating capacity per engineered calculations specific to the local climate zone of the site. Tenant prefers minimum two [2] zones of conditioned air distributed between Tenant's BOH and café space. System shall be engineered per ASHRAE 90.1-2013 and in compliance with local energy code (whichever is more stringent). Provide ducted fresh air intake integrated into air handling system in accordance with ASHRAE 62.1-2013.</p> <p><b>Accessories:</b> HVAC units shall include barometric relief and economizers when required by code. HVAC units 7.5 tons and larger with economizers shall have powered exhaust interlocked to operate with economizer. HVAC units with 2000 CFM delivery or greater shall be provided with a duct mounted smoke detector in the return air duct. Units serving café space shall provide Demand Control Ventilation. Plumb all condensation drain lines per local code requirements.</p> <p><b>Thermostats:</b> Landlord shall provide a minimum length of 150'-0" of low voltage thermostat cable for Tenant's future use. Cable shall be looped and left in the ceiling space, wired to units.</p> <p><b>Start-Up:</b> HVAC Unit(s) shall be tested, operable and furnished with minimum MERV 8 filters. Coordinate initial mechanical start-up per manufacturer's recommendation and provide Tenant with documentation of start-up as needed to support Tenant's Commissioning requirements. <b>Required commissioning documentation includes:</b> Starbucks Commissioning Photo List, and Starbucks Pre-Functional Checklist (HVAC sections only). Landlord shall provide repair &amp; maintenance documentation including but not limited to unit specifications, operations manual, testing and balancing</p>

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		<p>documentation, serial number and warranty.</p> <p><b>Temporary Heating/Cooling:</b> Provide temporary heating/cooling to the premises if space is not tempered at start of construction or delivery.</p>
260923	Electrical	<p><b>Feeders:</b> Landlord Shall furnish and install; concealed below grade, electrical feeders from utility service point to Tenant's main panel on Premises. Standard electric service shall be <b>400 amp</b>, 208Y/120V, 3 phase, 4 wire. Where these electrical service characteristics cannot be met due to site conditions, adjustments shall be made to the electric gear to accommodate the differences in voltage, and/or phase.</p> <p><b>Electrical Panels:</b> Landlord shall furnish and install two electrical panels (Square D or equal) with a minimum of 66 circuit spaces, including breakers per Tenant's construction drawings. Provide sub-feed lugs in one panel for sub-feeding the other panel. Feeder entry shall be concealed in wall through stub-ups. Locate panels in the back of house area adjacent to rear delivery door with 36" (minimum) depth and 30" (minimum) clearance width in front of panels.</p> <p>The tenant main panel shall be 400A/600A main lug only panel. The tenant's sub-panel shall be 225A (minimum) main circuit breaker panel fed by sub-feed lugs in the main panel. Sub-panel shall be capable of accepting multi-pole GFCI circuit breakers up to 50A (as required to comply with NEC 210.8). The sub-panel shall be a series rated system between the main circuit breaker and the branch breakers within the panel to allow for 10kAIC rated breakers to be utilized. Label the panel as series rated per NEC requirements. Motor load on the sub-panel shall be less than 100A.</p> <p><b>Metering:</b> Landlord shall provide <b>metered</b> service and disconnect for Tenant's use only. Starbucks service shall be metered; as required by local utility company and capable of recording instantaneous kilowatts, kilowatt-hours, and peak demand. The preferred location for the meter is on the exterior of the building adjacent to the delivery door, hidden from public view.</p> <p><b>Transformer:</b> Landlord shall provide a step-down transformer when site conditions dictate an alternate service. The transformer shall be dry-type with minimum Class 155 insulation and shall meet the Department of Energy (DOE) requirements for efficiency. Step-down transformer shall be located at rear of building, mounted on a concrete pad in an area not to conflict with Tenant's drive thru (if applicable) and shielded from customer view.</p>

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		<p><b>Temporary Power:</b> If permanent electrical service is not available on the delivery date as defined in the lease, temporary service shall be provided by the Landlord. Provide service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords. Landlord shall provide additional temporary lighting for construction operations.</p>
260929	Site Electrical Distribution	<p><b>General:</b> Furnish and install all underground electrical/data conduits, labeled with pull strings, from the electrical panels and low voltage distribution points to the following site, and drive-thru components:</p> <p><b>Site Signage:</b></p> <ul style="list-style-type: none"> <li>*One [1] 1" conduit for Tenant's dedicated monument/pylon sign to electrical panel in BOH (Back of House)</li> <li>*Two [2] 1" conduits to be run from BOH electrical panel through foundation wall, to patio seating area. Terminate conduit at grade in planter adjacent to patio seating.</li> <li>*One [1] 1" conduit for each directional sign to electrical panels in BOH. (Maximum three [3] directional signs served by a single circuit)</li> </ul> <p><b>Pre-Order Menu:</b></p> <ul style="list-style-type: none"> <li>*One [1] 1" conduit from pre-order menu board to electrical panels in BOH</li> </ul> <p><b>Menu</b></p> <ul style="list-style-type: none"> <li>*One [1] 1" conduit for Tenant's menu board to electrical panels in BOH</li> </ul> <p><b>Digital Order Screen:</b></p> <ul style="list-style-type: none"> <li>*One [1] 1" conduit from Digital Order Screen to electrical panels in BOH</li> <li>*Two [2] 1" conduits for data from Digital Order Screen to the interior of the drive thru "bump-out"</li> <li>*One [1] 1" conduit embed in drive thru lane for vehicle detector loop. Center conduit on Digital Order Screen post.</li> </ul> <p><b>Drive Thru Window:</b></p> <ul style="list-style-type: none"> <li>*One [1] 1" conduit embed in drive thru lane for vehicle detector loop. Center conduit on drive thru window.</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>*One [1] 1" conduit from lighted bollards to electrical panels in BOH</li> <li>*One [1] 1" conduit from trash enclosure to electrical panels in BOH</li> <li>*Three [3] 1" spare conduits to be run through foundation adjacent to</li> </ul>

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		electrical panel. Conduits shall terminate at grade (exterior side), and extend above ceiling on interior side.
265600	Site Lighting	<p><b>Infrastructure:</b> Landlord shall provide exterior lighting, conduit, wiring, footings, poles, and fixtures necessary to ensure site illumination meets minimum lighting levels as outlined below. The lighting design shall satisfy all local jurisdictional requirements including site specific regulations such as dark sky ordinances.</p> <p><b>Performance:</b> Exterior lighting shall meet the following foot-candle requirements:</p> <p><b>Minimum Illumination Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Signage: Locate to maximize visibility, provide illumination 750 cd/m2 at signage plane</li> <li>2. Site entry: Provide 15-20 fc</li> <li>3. Drive Thru Entry: Provide 15 fc at entry and 20 fc at window (if applicable)</li> <li>4. Building Entry: Provide 20-25 fc average</li> <li>5. Patio: Provide 15 fc average</li> <li>6. Parking &amp; Sidewalks: Provide 1.5 - 2.0 fc minimum</li> <li>7. Service Door: Provide 5 fc average</li> </ol> <p><b>Energy Usage:</b> Exterior lighting shall meet the following maximum energy usage requirements per (ASHRAE 90.1-2007)</p> <p><b>Fixtures:</b> Fixtures shall be type LED, 3000k - 4000k 90+ CRI, fully sealed, aluminum fixtures with shielded luminaire. Pole lighting shall be in scale with Tenant's cafe, and never taller than the building. Lighting shall be held away from the building facade, fenestration, and entry to mitigate unwanted glare. Pole lighting shall be minimal in appearance, simple, modern, and non-obtrusive. Fixtures shall be anodized aluminum, single and twin pole luminaires with asymmetrical wide-spread distribution and adjustable reflectors. Provide 10'-0" to 12'-0" height (pedestrian scale) pole lighting at sidewalks and parking areas adjacent to building. Provide 18'-0" to 22'-0" height (tall) parking lot lighting at adequate spacing to ensure security lighting for parking field.</p> <p><b>Controls:</b> Any exterior building lighting dedicated to Tenant occupancy shall require controls within Tenant's space.</p>
273300	Site Internet & Voice Systems	<p><b>Landlord Initiated Connectivity:</b> Telecommunication services will be ordered by Starbucks for the space leased however to provide Starbucks with point of feed exhibits and Landlord to coordinate initial</p>

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		<p>installation of communication infrastructure with local telco or broadband provider, including the termination of ONT (Optical Network Termination) fiber and/or broadband node at the minimum point of entry. Landlord to provide electrical connectivity for potential LEC (Local Exchange Carrier) fiber node or broadband router as well as a backboard per local specification for service termination and demarcation point placement. Starbucks will require at least fiber or broadband services with minimum speeds of 50x10 Mbps. In exceptional situations, Starbucks might need access to mount roof antennas.</p> <p><b>Distribution:</b> Provide [2] - 2" conduit pathways with pull strings, [1] for voice cabling, and [1] for internet cabling from LEC (Local Exchange Carrier) and cable MPOE (Minimum Point Of Entry) to Tenant's space. LEC (Local Exchange Carrier) and cable MPOE (Minimum Point Of Entry) may not be co-located. Terminate conduit in Tenant's space at the ceiling above the manager's workstation in the back of house, or as otherwise designated by Tenant.</p> <p><b>Service Entry:</b> Landlord shall provide minimum 4" conduit for service entrance, or size per requirements of local service provider. Provide labeled, end-to-end pull strings in all conduits for future use.</p> <p><b>Remote Spaces:</b> If Tenant's café space is located in multiple spaces, (e.g. kiosk with remote office and/or café with remote storage), Landlord will provide (2) separate 2" conduit paths to allow voice and internet connectivity between detached spaces.</p>
284600	Fire Alarm	<p><b>Base System:</b> If required by applicable code; Landlord shall obtain permits, furnish, and install building monitoring and fire protection system. System shall include audible alarms, visual strobes, duct smoke and heat detectors and actuators as required per applicable codes.</p> <p><b>Monitoring:</b> Central station monitoring, if located in Tenant's space, shall be furnished and installed by Landlord, placed in Tenant's approved location, and in accordance with applicable codes.</p> <p><b>Installation:</b> Landlord shall be responsible for installation of all conduits, boxes, and operable components of alarm system. Phased installation of alarm system (if applicable) shall be coordinated with Tenant's construction schedule. Landlord shall manage commissioning and inspection of alarm system prior to Tenant occupancy.</p> <p><b>Modifications:</b> Modification to base building design, as required to coordinate with Tenant's build-out, shall be performed by Landlord and finalized prior to owner's occupancy.</p>

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481000	Solar	N/A

Landlord: **ROCK PROPERTIES, INC.** and/or affiliates      Tenant: Insite Real Estate, Inc Representing

**STARBUCKS CORPORATION**

  
 \_\_\_\_\_  
 Print Name: Corey Zwickman  
 Title: Authorized Representative  
 Date: 11/14/2022

  
 \_\_\_\_\_  
 Print Name: Stanton R. Englander  
 Title: Its President  
 Date: 11-14-22

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