"City of Choice"

Economic Development Corporation

Thursday, October 16, 2025, 6:30 PM
Council Chambers
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 1 hr 25 min

1. Call to Order

2. Roll Call and Excused Absences

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Citizens to be Heard

This is the only time during the Cibolo Economic Development Corporation Meeting that a citizen can address the corporation. It is the opportunity for visitors and guests to address the CEDC on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The CEDC may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the CEDC may present any factual response to items brought up by citizens. (Attorney General Opinion – JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the corporation as a body. Remarks may also be addressed to any individual member of the CEDC so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee including City staff. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed.

6. Consent Agenda

(All items listed below are considered to be routine and non-controversial by the corporation and will be approved by one motion. There will be no separate discussion of these items unless a corporation member requests, in which case the item will be removed from the consent agenda.)

6.A. Approval of the minutes of the Regular Economic Development Corporation Meeting scheduled on August 21, 2025

6.B. Approval of Reimbursement to the City of Cibolo General Fund for staff time working on Cibolo Economic Development Corporation projects for August & September 2025

6.C. Approval of Financial and Sales Tax Reports for July & August 2025

7. Discussion/Action

7.A. Recognition of new staff member

7.B. Discussion and possible action regarding request by former property owner of property generally located at approximately 590 W FM78. (C. Hardin & D. Wrenn)

7.C. Discussion/Action to the amend the Economic Development for Growth & Enhancement (EDGE) Grant maximum per fiscal year in limited circumstances. (C. Hardin)

7.D. Discussion/Action related to an application by Crust Pizza Co of Cibolo for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount not to exceed $15,000 for improvements to the site located at 813 Cibolo Valley Dr Suite 170 (C. Hardin & D. Campbell)

7.E. Discussion/Action related to an application by Zen Bubble for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount up to $15,000 for improvements to the site located at 2451 FM1103 #137 (C. Hardin & Taundra Moore)

7.F. Discussion/Action related to an application by Top Tier Hair & Beauty Supply for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount up to $15,000 for improvements to the site located at 2451 FM1103 #141 (C. Hardin & T. Marin)

7.G. Discussion/Action related to an application by Grampie's Pizzeria for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount up to $15,000 for improvements to the site located at 121 Cibolo Commons Suite 101 (C. Hardin & A. Grafft)

7.H. Discussion/Action related to an application by Puppy Kisses Pawlor of Cibolo for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount not to exceed $15,000 for improvements to the site located at 121 Cibolo Commons Suite 117 (C. Hardin & Shannon Jackson)

7.I. Discussion/Action related to marketing program and expenditures

8. Executive Session

The Cibolo Economic Development Corporation will convene in Executive Session as authorized by the Texas Gov’t Code Chapter 551, Section 551.071, Consultation with Attorney, and 551.087, Economic Development to deliberate and seek legal advice regarding the following:

8.A. Project Freeze

8.B. Project Theo

8.C. Project Espresso Shot

9. Open Session

Reconvene into Regular Session and take/or give direction or action, if necessary, on items discussed in the Executive Session.

10. Items for Future Agendas

11. Set a Date and Time for the next Meeting

11.A. November 20, 2025, 6:30pm

12. Adjournment

This Notice of Meeting is posted and pursuant to the Texas Government Code 551.041 - .043 on the front bulletin board of the Cibolo Municipal Building, 200 South Main Streeet, Cibolo, Texas which is a place readily accessible to the public at all times and that said notice was posted on

Peggy Cimics, TRMC

City Secretary

Pursuant to Section 551.071, 551.072, 551.073, 551.074, 551.076, 551.077, 551.084 and 551.087 of the Texas Government Code, the City of Cibolo reserves the right to consult in closed session with the City Attorney regarding any item listed on this agenda. This agenda has been approved by the city's legal counsel and subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551. This has been added to the agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144.

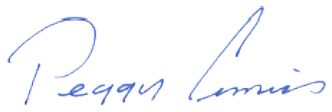
A possible quorum of Council, committees, commissions, boards, and corporations may attend this meeting.

This facility is wheelchair accessible and accessible parking space is available. Request for accommodation or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (210) 566-6111. All cell phones must be turned off before entering the meeting.

I certify that the attached notice and agenda of items to be considered by the Economic Development Corporation was removed by me from the City Hall bulletin board on the _____day of _____2025.

_____

Name and Title



Date Posted: October 9, 2025 12:31 pm

City of Cibolo

Economic Development Corporation Staff Report

A. Approval of the minutes of the Regular Economic Development Corporation Meeting scheduled on August 21, 2025

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Consent Agenda Item: 6A.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

EDC Board Meeting Minutes 08-21-2025.pdf

cibolo tx
ECONOMIC DEVELOPMENT CORP
200 South Main Street, P.O. Box 826, Cibolo, Texas 78108
Phone: (210) 658-9900 Fax: (210) 658-1687
www.cibolotx.gov

Regular Call Meeting
Cibolo Economic Development Corporation
CIBOLO MUNICIPAL BUILDING
200 S. MAIN
August 21, 2025
6:30 P.M.

Minutes

1. Call to Order – Meeting was called to order by the President Mr. Mattingly at 6:30 p.m.

2. Roll Call and Excused Absences – Members Present: Mr. Mattingly, Ms. Qaiyyim, Mr. Ottman, Mr. Triesch, and Mr. Hicks; Members Absent: Mr. Boyle and Ms. Christophe

3. Invocation – Moment of Silence – President Mr. Mattingly called for a Moment of Silence.

4. Pledge of Allegiance – All those in attendance recited the Pledge of Allegiance.

5. Citizens to be Heard (limit remarks to 3 minutes)

   This is the only time during the CEDC Board Meeting that a citizen can address the Board of Directors. It is the opportunity for visitors and guests to address the Board of Directors on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The Board of Directors may not debate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the Board of Directors may present any factual response to items brought up by citizens. (Attorney General Opinion - JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Board of Directors as a body. Remarks may also be addressed to any individual member of the Board of Directors so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed. If anyone would like to make comments on any matter regarding the Cibolo EDC or on an agenda item and have this item read at this meeting, please email pcimics@cibolotx.gov and vchapman@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.

   No one signed up to speak during this item.

6. Consent Agenda – Consent Items (General Items)

   (All items listed below are considered to be routine and non-controversial by the Board of Directors and will be approved by one motion. There will be no separate discussion of these items unless a Board Member requests, in which case the item will be removed from the consent agenda and will be considered individually.)

   A. Approval of Minutes of the Regular Economic Development Corporation Meeting scheduled on July 17, 2025.

B. Approval of Reimbursement to the City of Cibolo General Fund for staff time working on Cibolo Economic Development Corporation projects for July 2025.

C. Approval of Financial and Sales Tax Reports for June 2025.

Mr. Triesch made the motion to approve the consent agenda. The motion was seconded by Mr. Hicks. For: All; Against: None. The motion carried 5 to 0.

7. Discussion/Action

A. Discussion/Action related to Old Town/Downtown Pole Banner updates.

Mr. Triesch made the motion to approve Old Town/Downtown Pole Banner updates not to exceed $10,000. The motion was seconded by Mr. Hicks. For: All; Against: None. The motion carried 5 to 0.

B. Discussion/Action related to rescheduling or the cancellation of the September 18, 2025. regular called meeting.

Mr. Ottman made the motion to cancel the September 18, 2025 regular called meeting. The motion was seconded by Ms. Qaiyyim. For: All; Against: None. The motion carried 5 to 0.

8. Executive Session

The Cibolo Economic Development Corporation will convene in Executive Session as authorized by the Texas Gov't Code Chapter 551. Section 551.071, Consultation with Attorney and 551.087, Economic Development to deliberate and seek legal advice regarding the following:

a. Project Freeze
b. Project Vintage Store
c. Development Agreement for Omni Group
d. Discussion regarding status and legal options for incentive agreement with Santikos Entertainment Inc.

The EDC members convened into executive session at 6:56 p.m. to discussed the above items.

9. Open Session

Reconvene into Regular Session and take/or give direction or action, if necessary, on item discussed in the Executive Session.

The EDC members reconvened into regular session at 7:31 p.m. Mr. Hicks made the motion for 8c to approve a Development Agreement for Omni Group. The motion was seconded by Mr. Ottman. For: All; Against: None. The motion carried 6 to 0. Ms. Qaiyyim made the motion on 8d to approval the termination Incentive Agreement with Santikos Entertainment Inc. The motion was seconded by Mr. Hicks. For: All; Against: None. The motion carried 5 to 0.

10. Items for Future Agendas – Budget line items FY2026, Red Ball Café sub-committee.

11. Set a Date and Time for the next Meeting – Next meeting scheduled for Oct 16, 2025.

12. Adjournment – Mr. Hicks made the motion to adjourn the meeting at 7:38 p.m. The motion was seconded by Mr. Triesch. For: All; Against: None. The motion carried 5 to 0.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER 2025.

Marcos Mattingly
President
Economic Development Corporation

City of Cibolo

Economic Development Corporation Staff Report

B. Approval of Reimbursement to the City of Cibolo General Fund for staff time working on Cibolo Economic Development Corporation projects for August & September 2025

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Consent Agenda Item: 6B.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

EDC Reimbursement Items Aug 25.pdf
EDC Reimbursement Items Sept 25.pdf

City Staff Time Spent on CEDC Items

August 1-31, 2025

Staff	Hours	Tasks	Costs
Isabella Ellis Economic Development Specialist	23.5	EDGE Grant Admin EDC Board Meeting Admin TEDC Award Application	$ 1,255.37
Rick Vasquez Director Economic & Planning	6	Project meetings & site visits	$ 575.58
Clancy Hardin Economic Development Manager	44	RFI Research + Submittals PO + Invoice Processing Incentives compliance Old Town plan bi weekly meetings BRE Visits/Meetings August EDC Board Meeting Prep & Attendance RFI research, meetings and site visits PDM Meetings SATX meeting & RFI training session	$ 2,591.60
Peggy Cimics City Secretary	2	Minutes Agendas	$ 72.32
Jessica Donoho Accounting Manager	2.5	EDC Financial Reports	$ 239.83
Leili Samuelson Procurement Manager	0.5	PO + Invoice Processing	$ 26.71
Total			**$ 4,761.41**

City Staff Time Spent on CEDC Items

September 1-30

Staff	Hours	Tasks	Costs
Isabella Ellis Economic Development Specialist	23.5	EDGE Grant Admin EDC Board Meeting Admin TEDC Award Application	$ 1,255.37
Rick Vasquez Director Economic & Planning	15	Project meetings & site visits CEDC Meeting prep and attendance	$ 1,438.95
Clancy Hardin Economic Development Manager	41	RFI Research + Submittals PO + Invoice Processing Incentives compliance Old Town plan bi weekly meetings BRE Visits/Meetings Regional Job Fair Prep + Attendance July EDC Board Meeting Prep & Attendance RFI meetings & Site Visits	$ 2,414.90
Peggy Cimics City Secretary	2	Minutes Agendas	$ 72.32
Jessica Donoho Accounting Manager	2	EDC Financial Reports	$ 191.86
Leili Samuelson Procurement Manager	2.5	PO Processing Alphamaps Termination Letter Real Estate Data Providers	$ 133.55
Total			**$ 5,506.95**

City of Cibolo

Economic Development Corporation Staff Report

C. Approval of Financial and Sales Tax Reports for July & August 2025

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Consent Agenda Item: 6C.

From
Clancy Hardin, Economic Development Manager

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

EDC Revenue Expense Report-20250731.pdf
EDC Revenue Expense Report-20250831.pdf

Economic Development Corporation

Revenue and Expense Report

July 31, 2025

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY **FISCAL YEAR 2025**

ECONOMIC DEVELOPMENT CORPORATION

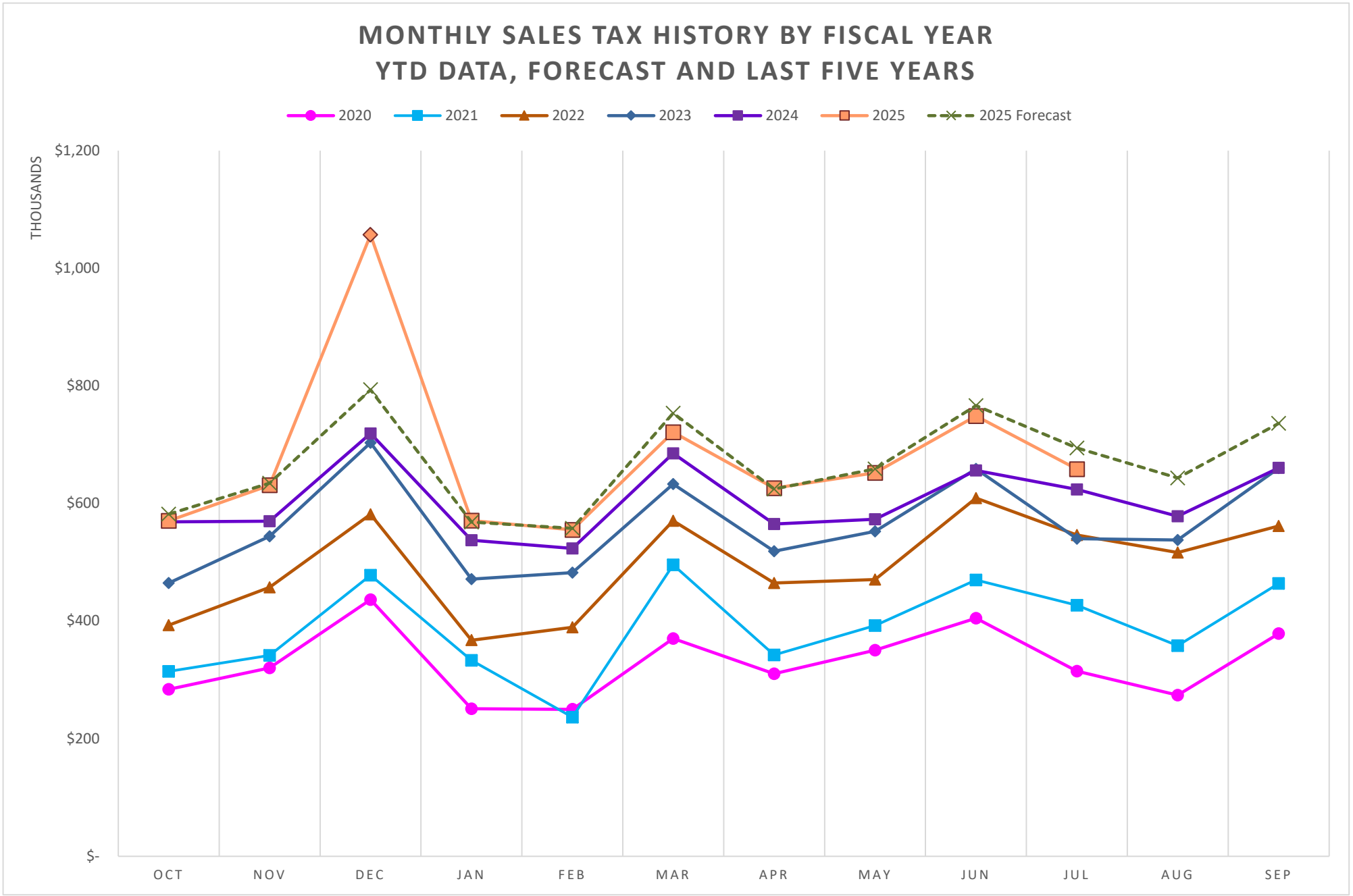
Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
	Beginning Fund Balance (Unaudited)	**1,916,159**	**2,719,652**		**2,719,652**		
						-	
	Sales Tax	**1,340,000**	**1,340,000**	**124,763**	**1,021,892**	**318,108**	76.3%
	Interest Transfers and Misc	**80,000**	**80,000**	**11,470**	**104,473**	**(24,473)**	130.6%
	Revenue Subtotal	**1,420,000**	**1,420,000**	**136,233**	**1,126,365**	**293,635**	**79.3%**
80551	**Salaries and Benefits**	**-**	**-**	**-**	**-**	**-**	
80552	**Services, Utilities & Training**	**279,608**	**439,608**	**17,150**	**138,688**	**300,920**	31.5%
80553	**General Supplies and Repairs**	**21,550**	**21,550**	**1,653**	**6,182**	**15,368**	28.7%
80554	**Capital and NonCapital**	**7,000**	**7,000**	**-**	**5,475**	**1,525**	78.2%
80555	**Other Expenses**	**115,500**	**575,500**	**-**	**14,883**	**560,617**	2.6%
80558	**Transfers**	**155,275**	**155,275**	**5,322**	**149,289**	**5,986**	96.1%
80559	**Debt Service**	**318,655**	**318,655**	**32,043**	**318,655**	**0**	100.0%
	Expenditure Subtotal	**897,588**	**1,517,588**	**56,168**	**633,172**	**884,416**	**41.7%**
	Net Change	**522,412**	**(97,588)**	**80,066**	**493,193**	**(590,781)**	
7/31/2025	**ECONOMIC DEVELOPMENT FUND (Unaudited)**	**2,438,571**	**2,622,064**		**3,212,846**		

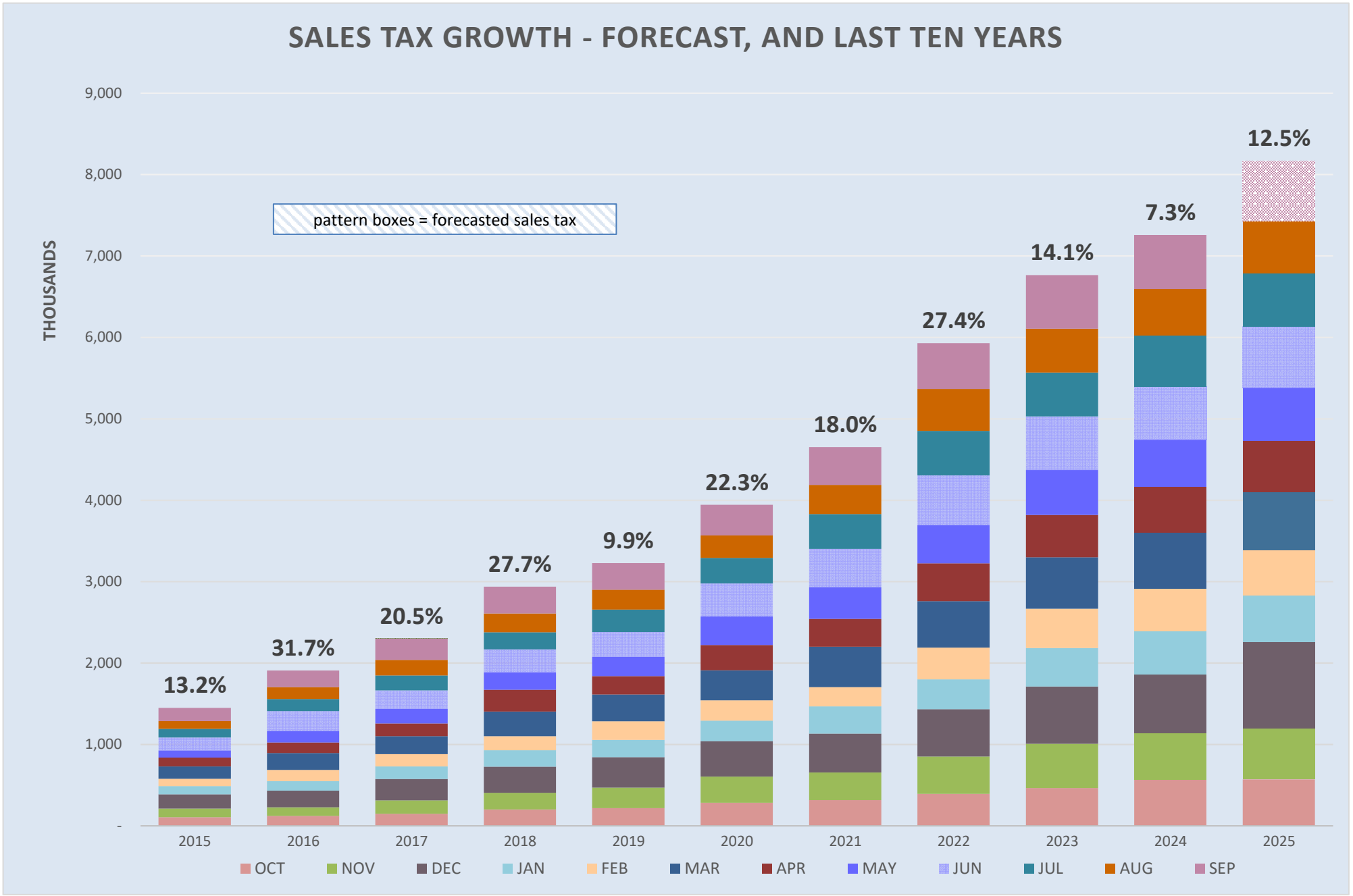
Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
ECONOMIC DEVELOPMENT FUND							
805-30200-000-000-0000	SALES TAX	1,340,000	1,340,000	124,763	1,021,892	318,108	76.3%
	Subtotal	**1,340,000**	**1,340,000**	**124,763**	**1,021,892**	**318,108**	**76.3%**
805-35100-000-000-0000	INTEREST	80,000	80,000	11,470	104,473	(24,473)	130.6%
	Subtotal	**80,000**	**80,000**	**11,470**	**104,473**	**(24,473)**	**130.6%**
	Revenue Subtotal	**1,420,000**	**1,420,000**	**136,233**	**1,126,365**	**293,635**	**79.3%**
805-52600-760-000-0000	IT MAINTENANCE CONTRACTS	25,000	41,250	(15,805)	19,432	21,819	47.1%
805-52610-760-000-0000	CONTRACT SERVICES	1,250	1,250	-	-	1,250	0.0%
805-52620-760-000-0000	PUBLICATIONS	-	-	-	-	-	
805-52625-760-000-0000	ADVERTISING, MARKETING & PROMO	60,000	60,000	-	25,494	34,506	42.5%
805-52630-760-000-0000	CONFERENCE/TRAVEL/TRAINING	20,000	20,000	2,824	5,823	14,177	29.1%
805-52635-760-000-0000	DUES, FEES AND LICENSES	18,250	18,250	-	10,228	8,022	56.0%
805-52650-760-000-0000	GENERAL LIABILITY INSURANCE	5,108	5,108	433	4,333	775	84.8%
805-52680-760-000-0000	LEGAL SERVICES	75,000	58,750	1,870	12,602	46,148	21.4%
805-52750-760-000-0000	PROFESSIONAL STUDIES	-	160,000	27,328	58,078	101,922	36.3%
805-52710-760-000-0000	PROFESSIONAL SERVICE	75,000	75,000	500	2,700	72,300	3.6%
805-52820-760-000-0000	TELECOMMUNICATIONS	-	-	-	-	-	
	Subtotal	**279,608**	**439,608**	**17,150**	**138,688**	**300,920**	**31.5%**
805-53090-760-000-0000	UNIFORM AND CLOTHING	1,050	1,050	-	-	1,050	0.0%
805-53210-760-000-0000	OFFICE SUPPLIES	250	250	121	121	130	48.2%
805-53215-760-000-0000	PRINTING	2,000	2,000	-	282	1,718	14.1%
805-53230-760-000-0000	OTHER SUPPLIES	500	500	-	-	500	0.0%
805-53240-760-000-0000	POSTAGE	250	250	-	-	250	0.0%
805-53277-760-000-0000	RENTAL	1,000	1,000	-	941	59	94.1%
805-53280-760-000-0000	MINOR TOOLS AND EQUIPMENT	-	-	-	-	-	
805-53455-760-000-0000	VEHICLE FUEL	200	200	-	-	200	0.0%
805-53470-760-000-0000	VEHICLE REPAIR	500	500	-	-	500	0.0%
805-53750-760-000-0000	SPECIAL EVENTS EXPEN	10,500	10,500	1,508	2,545	7,955	24.2%
805-53610-760-000-0000	MEETING EXPENSE	5,300	5,300	25	2,294	3,006	43.3%
	Subtotal	**21,550**	**21,550**	**1,653**	**6,182**	**15,368**	**28.7%**
805-54900-760-000-0000	NON CAPITAL OUTLAY < $9,999	7,000	7,000	-	5,475	1,525	78.2%
805-54910-760-000-0000	CAPITAL OUTLAY	-	-	-	-	-	
805-54925-760-000-0000	LAND PURCHASE	-	-	-	-	-	
	Subtotal	**7,000**	**7,000**	**-**	**5,475**	**1,525**	**78.2%**
805-55735-760-000-0000	TRANSFER TO GENERAL/ADMIN	-	-	-	-	-	
805-55785-760-000-0000	RAILROAD LAND LEASE	7,000	7,000	-	6,764	236	96.6%
805-55800-760-000-0000	ECONOMIC DEVELOPMENT GRANTS	108,500	568,500	-	8,119	560,382	1.4%
805-55910-760-000-0000	2008 CO-SALES TAX NOTES	-	-	-	-	-	
805-58101-000-000-0000	TRANSFER TO GENERAL	-	-	-	-	-	
805-58101-760-000-0000	TRANSFER TO GENERAL	40,000	40,000	3,883	35,305	4,695	88.3%
805-58301-760-000-0000	TRANSF TO CAP/IT REPLACEMENT	-	-	-	-	-	
805-58302-760-000-0000	TRANSFER TO FLEET REPLACEMENT	-	-	-	-	-	
805-58403-760-000-0000	TRANSFER TO DEBT SER	115,275	115,275	-	108,638	6,638	94.2%
805-58500-760-000-0000	TRANSFER TO Dev SVCS	-	-	1,439	5,346	(5,346)	
805-59212-760-000-0000	2021 CEDC SALES TAX	252,000	252,000	-	252,000	-	100.0%
805-59213-760-000-0000	2021 CEDC SALES TAX	66,655	66,655	32,043	66,655	0	100.0%
805-59999-760-000-0000	CONTINGENCY	-	-	-	-	-	
	Subtotal	**589,430**	**1,049,430**	**37,365**	**482,826**	**566,604**	**46.0%**
Dept number: 760	**ECONOMIC DEVELOPMENT FUND**	**897,588**	**1,517,588**	**56,168**	**633,172**	**884,416**	**41.7%**
	Expenditure Subtotal	**897,588**	**1,517,588**	**56,168**	**633,172**	**884,416**	**41.7%**
Fund number: 805	**ECONOMIC DEVELOPMENT FUND**	**522,412**	**(97,588)**	**80,066**	**493,193**	**(590,781)**	**-505.4%**

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 24	FY 25 7/31/2025	TOTAL PROJECT TO DATE
2021 EDC REVENUE BONDS		4	5	6
	BEGINNING FUND BALANCE	**-**	**418,686**	**-**
870-35100-000-000-0000	INTEREST	46,722	15,785	62,508
870-35350-000-000-0000	BOND PROCEEDS	4,125,000	-	4,125,000
	TOTAL REVENUES	**4,171,722**	**15,785**	**4,187,508**
870-52710-000-000-0000	PROFESSIONAL SERVICES	55,474	12,399	67,874
870-54900-000-000-0000	NON-CAPITAL OUTLAY	1,268	-	1,268
870-54925-000-000-0000	LAND ACQUISITION	3,595,144	-	3,595,144
870-55005-000-000-0000	BOND ISSUANCE COST	101,150	-	101,150
	TOTAL EXPENDITURES	**3,753,036**	**12,399**	**3,765,436**
Fund number: 870	**2021 EDC REVENUE BONDS**	**418,686**	**3,386**	**422,072**
	ENDING FUND BALANCE	**418,686**	**422,072**	**422,072**

Outstanding Encumbrances:

	Remaining funds	**422,072**


MONTHLY SALES TAX HISTORY BY FISCAL YEAR
YTD DATA, FORECAST AND LAST FIVE YEARS
2020
2021
2022
2023
2024
2025
2025 Forecast
THOUSANDS
$1,200
$1,000
$800
$600
$400
$200
$-
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP


SALES TAX GROWTH - FORECAST, AND LAST TEN YEARS
THOUSANDS
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
-
pattern boxes = forecasted sales tax
13.2%
31.7%
20.5%
27.7%
9.9%
22.3%
18.0%
27.4%
14.1%
7.3%
12.5%
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP

Raw Check Register - July 2025

Check Date: 07/01/2025-07/31/2025

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
7/14/2025	74049	EIGHT 20 CONSULTING, LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Zactax Sales Tax Subscription Svc	3,000.00	
7/22/2025	74122	CIVICSERVE, INC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Annual Fee - EDC	16,250.00	YES
7/22/2025	74124	COSTAR REALTY INFORMATION INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	LoopNet LoopLink for July	-	YES
7/22/2025	74124	COSTAR REALTY INFORMATION INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	CoStar Suite for July	445.50	YES
7/22/2025	74128	DAVIDSON TROILO REAM & GARZA	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Legal Svcs for EDC	846.00	
7/22/2025	74128	DAVIDSON TROILO REAM & GARZA	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Legal Svcs for EDC in May	1,011.00	
7/28/2025	74200	COSTAR REALTY INFORMATION INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	CoStar Suite for July	445.50	
7/28/2025	74239	COSTAR REALTY INFORMATION INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	LoopNet LoopLink for July	-	
7/28/2025	74240	CITIBANK	ECONOMIC DEVELOPMENT FUND	NO DEPARTMENT	JUNE PCARD STATEMENT 7/3/2025	872.62	
7/28/2025	74240	CITIBANK	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	manual Jun 25	93.50	
7/31/2025	74385	WILMINGTON TRUST	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Cibolo EDC TRB Series 2021	32,042.89	

Economic Development Corporation

Revenue and Expense Report

August 31, 2025

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-AUGUST **FISCAL YEAR 2025**

ECONOMIC DEVELOPMENT CORPORATION

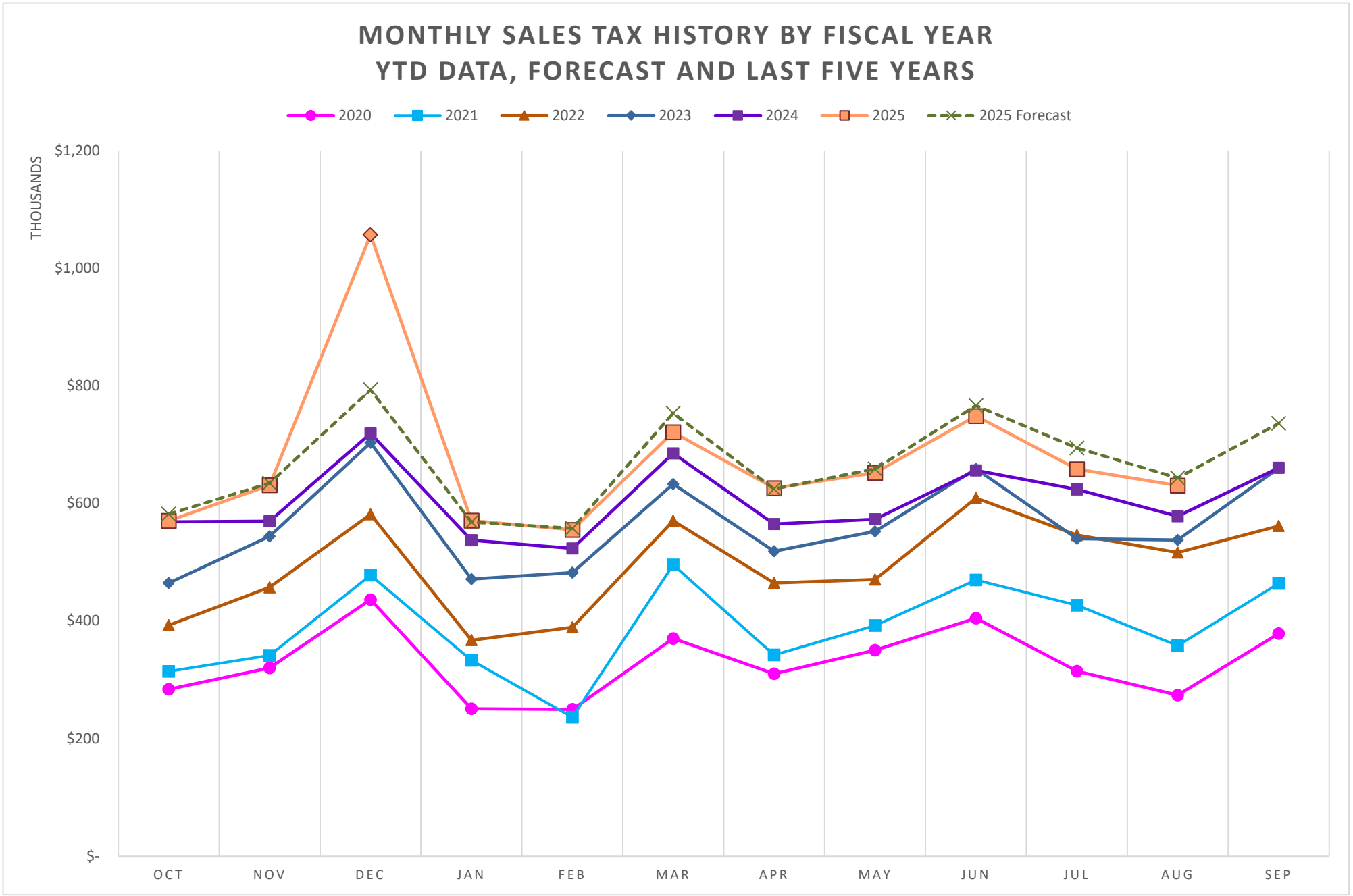
Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
	Beginning Fund Balance (Unaudited)	**1,916,159**	**2,719,652**		**2,719,652**		
						-	
	Sales Tax	**1,340,000**	**1,340,000**	**109,710**	**1,131,603**	**208,397**	84.4%
	Interest Transfers and Misc	**80,000**	**80,000**	**11,708**	**116,181**	**(36,181)**	145.2%
	Revenue Subtotal	**1,420,000**	**1,420,000**	**121,418**	**1,247,783**	**172,217**	**87.9%**
80551	**Salaries and Benefits**	**-**	**-**	**-**	**-**	**-**	
80552	**Services, Utilities & Training**	**279,608**	**439,608**	**43,965**	**182,653**	**256,955**	41.5%
80553	**General Supplies and Repairs**	**21,550**	**21,550**	**124**	**6,306**	**15,244**	29.3%
80554	**Capital and NonCapital**	**7,000**	**7,000**	**-**	**5,475**	**1,525**	78.2%
80555	**Other Expenses**	**115,500**	**575,500**	**15,000**	**29,883**	**545,617**	5.2%
80558	**Transfers**	**155,275**	**155,275**	**4,761**	**154,050**	**1,225**	99.2%
80559	**Debt Service**	**318,655**	**318,655**	**-**	**318,655**	**0**	100.0%
	Expenditure Subtotal	**897,588**	**1,517,588**	**63,850**	**697,022**	**820,566**	**45.9%**
	Net Change	**522,412**	**(97,588)**	**57,568**	**550,762**	**(648,350)**	
8/31/2025	**ECONOMIC DEVELOPMENT FUND (Unaudited)**	**2,438,571**	**2,622,064**		**3,270,414**		

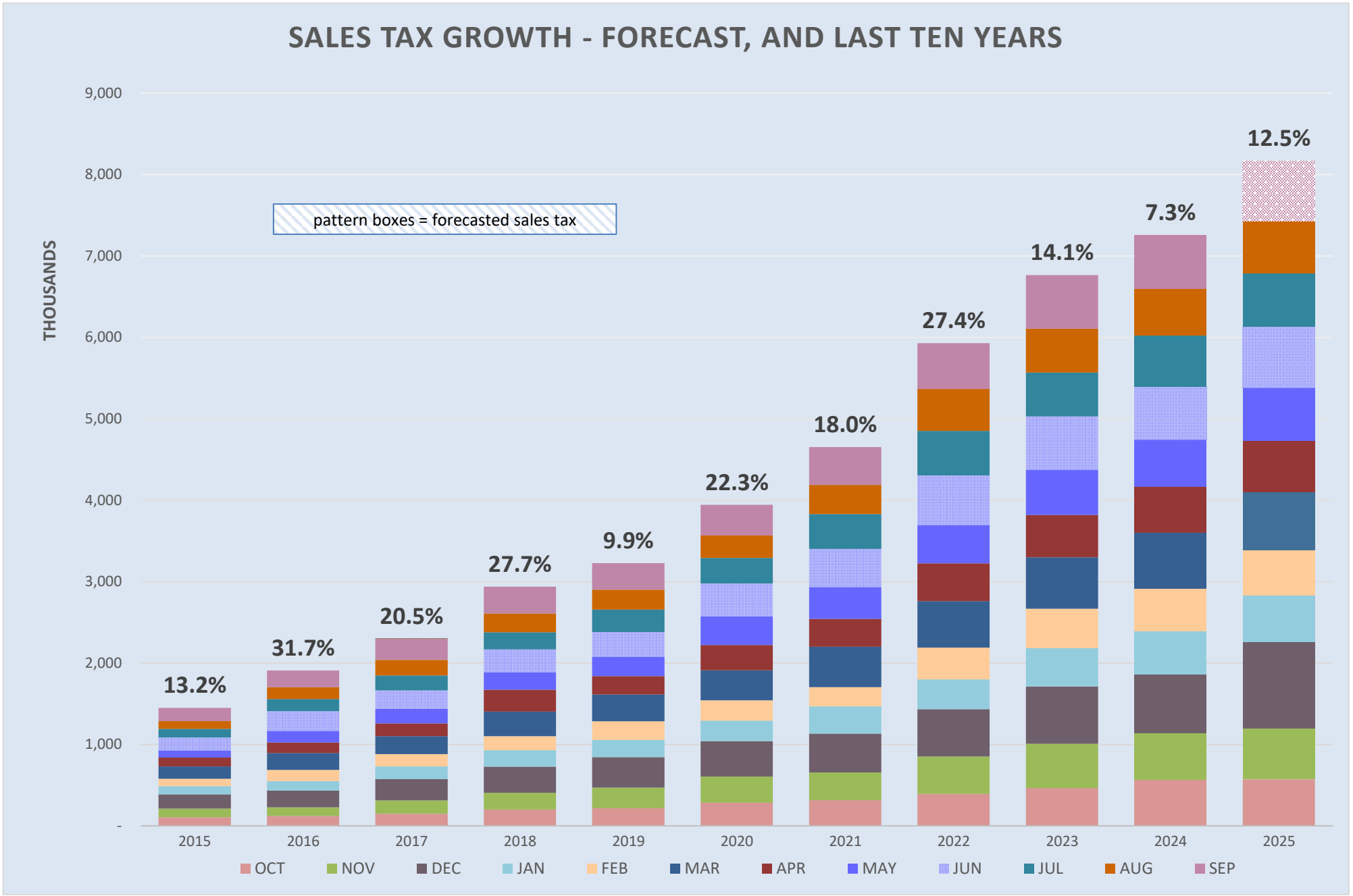
Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
ECONOMIC DEVELOPMENT FUND							
805-30200-000-000-0000	SALES TAX	1,340,000	1,340,000	109,710	1,131,603	208,397	84.4%
	Subtotal	**1,340,000**	**1,340,000**	**109,710**	**1,131,603**	**208,397**	**84.4%**
805-35100-000-000-0000	INTEREST	80,000	80,000	11,708	116,181	(36,181)	145.2%
	Subtotal	**80,000**	**80,000**	**11,708**	**116,181**	**(36,181)**	**145.2%**
	Revenue Subtotal	**1,420,000**	**1,420,000**	**121,418**	**1,247,783**	**172,217**	**87.9%**
805-52600-760-000-0000	IT MAINTENANCE CONTRACTS	25,000	41,250	12,698	32,130	9,121	77.9%
805-52610-760-000-0000	CONTRACT SERVICES	1,250	1,250	400	400	850	32.0%
805-52620-760-000-0000	PUBLICATIONS	-	-	-	-	-	
805-52625-760-000-0000	ADVERTISING, MARKETING & PROMO	60,000	60,000	195	25,689	34,311	42.8%
805-52630-760-000-0000	CONFERENCE/TRAVEL/TRAINING	20,000	20,000	1,151	6,974	13,026	34.9%
805-52635-760-000-0000	DUES, FEES AND LICENSES	18,250	18,250	-	10,228	8,022	56.0%
805-52650-760-000-0000	GENERAL LIABILITY INSURANCE	5,108	5,108	433	4,766	342	93.3%
805-52680-760-000-0000	LEGAL SERVICES	75,000	58,750	-	12,602	46,148	21.4%
805-52750-760-000-0000	PROFESSIONAL STUDIES	-	160,000	17,182	75,260	84,740	47.0%
805-52710-760-000-0000	PROFESSIONAL SERVICE	75,000	75,000	11,905	14,605	60,395	19.5%
805-52820-760-000-0000	TELECOMMUNICATIONS	-	-	-	-	-	
	Subtotal	**279,608**	**439,608**	**43,965**	**182,653**	**256,955**	**41.5%**
805-53090-760-000-0000	UNIFORM AND CLOTHING	1,050	1,050	99	99	951	9.4%
805-53210-760-000-0000	OFFICE SUPPLIES	250	250	-	121	130	48.2%
805-53215-760-000-0000	PRINTING	2,000	2,000	-	282	1,718	14.1%
805-53230-760-000-0000	OTHER SUPPLIES	500	500	-	-	500	0.0%
805-53240-760-000-0000	POSTAGE	250	250	-	-	250	0.0%
805-53277-760-000-0000	RENTAL	1,000	1,000	-	941	59	94.1%
805-53280-760-000-0000	MINOR TOOLS AND EQUIPMENT	-	-	-	-	-	
805-53455-760-000-0000	VEHICLE FUEL	200	200	-	-	200	0.0%
805-53470-760-000-0000	VEHICLE REPAIR	500	500	-	-	500	0.0%
805-53750-760-000-0000	SPECIAL EVENTS EXPEN	10,500	10,500	-	2,545	7,955	24.2%
805-53610-760-000-0000	MEETING EXPENSE	5,300	5,300	25	2,319	2,981	43.7%
	Subtotal	**21,550**	**21,550**	**124**	**6,306**	**15,244**	**29.3%**
805-54900-760-000-0000	NON CAPITAL OUTLAY < $9,999	7,000	7,000	-	5,475	1,525	78.2%
805-54910-760-000-0000	CAPITAL OUTLAY	-	-	-	-	-	
805-54925-760-000-0000	LAND PURCHASE	-	-	-	-	-	
	Subtotal	**7,000**	**7,000**	**-**	**5,475**	**1,525**	**78.2%**
805-55735-760-000-0000	TRANSFER TO GENERAL/ADMIN	-	-	-	-	-	
805-55785-760-000-0000	RAILROAD LAND LEASE	7,000	7,000	-	6,764	236	96.6%
805-55800-760-000-0000	ECONOMIC DEVELOPMENT GRANTS	108,500	568,500	15,000	23,119	545,382	4.1%
805-55910-760-000-0000	2008 CO-SALES TAX NOTES	-	-	-	-	-	
805-58101-000-000-0000	TRANSFER TO GENERAL	-	-	-	-	-	
805-58101-760-000-0000	TRANSFER TO GENERAL	40,000	40,000	4,186	39,491	509	98.7%
805-58301-760-000-0000	TRANSF TO CAP/IT REPLACEMENT	-	-	-	-	-	
805-58302-760-000-0000	TRANSFER TO FLEET REPLACEMENT	-	-	-	-	-	
805-58403-760-000-0000	TRANSFER TO DEBT SER	115,275	115,275	-	108,638	6,638	94.2%
805-58500-760-000-0000	TRANSFER TO Dev SVCS	-	-	576	5,922	(5,922)	
805-59212-760-000-0000	2021 CEDC SALES TAX	252,000	252,000	-	252,000	-	100.0%
805-59213-760-000-0000	2021 CEDC SALES TAX	66,655	66,655	-	66,655	0	100.0%
805-59999-760-000-0000	CONTINGENCY	-	-	-	-	-	
	Subtotal	**589,430**	**1,049,430**	**19,761**	**502,588**	**546,842**	**47.9%**
Dept number: 760	**ECONOMIC DEVELOPMENT FUND**	**897,588**	**1,517,588**	**63,850**	**697,022**	**820,566**	**45.9%**
	Expenditure Subtotal	**897,588**	**1,517,588**	**63,850**	**697,022**	**820,566**	**45.9%**
Fund number: 805	**ECONOMIC DEVELOPMENT FUND**	**522,412**	**(97,588)**	**57,568**	**550,762**	**(648,350)**	**-564.4%**

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 24	FY 25 8/31/2025	TOTAL PROJECT TO DATE
2021 EDC REVENUE BONDS		4	5	6
	BEGINNING FUND BALANCE	**-**	**418,686**	**-**
870-35100-000-000-0000	INTEREST	46,722	17,362	64,084
870-35350-000-000-0000	BOND PROCEEDS	4,125,000	-	4,125,000
	TOTAL REVENUES	**4,171,722**	**17,362**	**4,189,084**
870-52710-000-000-0000	PROFESSIONAL SERVICES	55,474	12,399	67,874
870-54900-000-000-0000	NON-CAPITAL OUTLAY	1,268	-	1,268
870-54925-000-000-0000	LAND ACQUISITION	3,595,144	-	3,595,144
870-55005-000-000-0000	BOND ISSUANCE COST	101,150	-	101,150
	TOTAL EXPENDITURES	**3,753,036**	**12,399**	**3,765,436**
Fund number: 870	**2021 EDC REVENUE BONDS**	**418,686**	**4,962**	**423,648**
	ENDING FUND BALANCE	**418,686**	**423,648**	**423,648**

Outstanding Encumbrances:

	Remaining funds	**423,648**


MONTHLY SALES TAX HISTORY BY FISCAL YEAR
YTD DATA, FORECAST AND LAST FIVE YEARS
2020
2021
2022
2023
2024
2025
2025 Forecast
THOUSANDS
$1,200
$1,000
$800
$600
$400
$200
$-
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP


SALES TAX GROWTH - FORECAST, AND LAST TEN YEARS
THOUSANDS
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
-
pattern boxes = forecasted sales tax
13.2%
31.7%
20.5%
27.7%
9.9%
22.3%
18.0%
27.4%
14.1%
7.3%
12.5%
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP

Raw Check Register - August 2025

Check Date: 08/01/2025-08/31/2025

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
8/4/2025	74261	CHANBLITO ENTERPRISE LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	work order #1 Real Estate Assessment	500.00	
8/4/2025	74303	SAN ANTONIO MANUFACTURERS ASS	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	SAMA Luncheon	450.00	
8/4/2025	74315	THE CHAMBER	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	luncheon seats - EDC	25.00	
8/11/2025	74336	COSTAR REALTY INFORMATION INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	CoStar Suite for August	445.50	
8/18/2025	74438	LIONHEART PLACES LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Cibolo Downtown Plan	9,421.11	
8/18/2025	74438	LIONHEART PLACES LLC	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Cibolo Downtown Plan	17,906.68	
8/18/2025	74471	THE CHAMBER	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	luncheon seat - Patricia Qaiyyim	25.00	
8/25/2025	74535	CITIBANK	ECONOMIC DEVELOPMENT FUND	NO DEPARTMENT	JULY PCARD STATEMENT 8/3/25	4,001.98	

City of Cibolo

Economic Development Corporation Staff Report

B. Discussion and possible action regarding request by former property owner of property generally located at approximately 590 W FM78. (C. Hardin & D. Wrenn)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7B.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

CEDC President Mattingly received the attached request from Derek Wrenn to remove two items from the property generally located at 590 W FM 78 (The EDC land). The following is directly quoted from Mr. Wrenn's request:

"*The first item is the flagpole located in front of the Wrenn house (white rock house). This pole has been in the family for approximately 30 years. We are hoping my son can install his granddad's flagpole on his recently purchased property. The second item I am requesting is a small island counter top from the Ling Home (red brick house). This counter top also has sentimental value to the family. Both of these items, if given to us, will stay in the family and be passed down to future generations. The flagpole and counter top were both installed by my late father-in-law and former Mayor of Cibolo, Edward Ling.*"

STAFF RECOMMENDATION:

Staff has no recommendation on this item. If this item is approved staff will work with CEDC legal on a document that allows scheduled access with a staff member and removal of the specific items from the houses.

FINANCIAL IMPACT:

Staff time and costs for CEDC legal

MOTION(S):

Sample motion:

I motion to approve the removal of these items and direct staff to work with CEDC legal and Mr. Wrenn to schedule access to the property and removal of the agreed items from the properties generally located at 590 W FM78.

Attachments

Re_ Agenda item for the October meeting - Hardin, Clancy - Outlook.pdf

Outlook

Re: Agenda item for the October meeting

From EDC District 5 <EDCDistrict5@cibolotx.gov>
Date Wed 9/17/2025 7:28 PM
To Derek Wrenn <dlwrenn101@gmail.com>
Cc Hardin, Clancy <chardin@cibolotx.gov>

Good evening, Derek.

i don't see an issue putting this on the next agenda. thank you.

Very respectfully,

Marcus Mattingly

> On Sep 17, 2025, at 2:53 PM, Derek Wrenn <dlwrenn101@gmail.com> wrote:
>
> [You don't often get email from dlwrenn101@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]
>
> ATTENTION: External Email Source Detected! EXERCISE CAUTION, Verify before clicking.
>
> Good afternoon Mr. Mattingly,
>
> My name is Derek Wrenn. My family sold the 16 acre property located next to the Niemietz Park to the EDC a few years back. I would like to be put on next month's agenda to formally request two items from the property. The first item is the flagpole located in front of the Wrenn house (white rock house). This pole has been in the family for approximately 30 years. We are hoping my son can install his granddad's flagpole on his recently purchased property.
>
> The second item I am requesting is a small island counter top from the Ling Home (red brick house). This counter top also has sentimental value to the family. Both of these items, if given to us, will stay in the family and be passed down to future generations. The flagpole and counter top were both installed by my late father-in-law and former Mayor of Cibolo, Edward Ling.
>
> It is my understanding that the houses will be scheduled for demolition in the future so we are hoping to move these items soon.
>
> Thank you for your consideration and allowing me to be placed on the next meeting's agenda. If you have any questions please feel free to reach out to me at 210-861-5319 or by email dlwrenn101@gmail.com.
>
> Sincerely,

> Derek L. Wrenn
>
>
>
>
>
>
>
>
>
>
>
> Sent from my iPad

City of Cibolo

Economic Development Corporation Staff Report

C. Discussion/Action to the amend the Economic Development for Growth & Enhancement (EDGE) Grant maximum per fiscal year in limited circumstances. (C. Hardin)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7C.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

The EDGE grant was a result of months of work by the Small Business Subcommittee and staff to bring forward a grant program applicable to the areas in the City outside of the current BIG Grant programs. The EDGE grant launched in FY25 on July 1, 2025. The grant has created a buzz in the community with multiple businesses contacting staff for details. During these meetings staff has met with multiple businesses located in the same in-line retail centers along 1103 that want to apply to offset improvements they've made or will be making to their businesses. The businesses are also dealing with continued construction along 1103 that is impacting their businesses. Due to currently provisions 7 (C) and 7(D) this is not possible. Staff would like to ask the board to consider relaxing provisions 7 (C) and 7(D) [below & attached] in the EDGE grant for at least the fiscal year 2026 (October 1, 2025- September 30, 2026) for businesses located along FM 1103 during the improvements related to the Texas Department of Transportation project.

Alternatively, if the board chooses they could adjust provisions in 7(C) & 7(D) language to remove physical location (address) and/or adjust the provisions to leave this portion of the grant up to the discretion of staff to bring before the board for consideration.

Section 7: Guidelines
C. Business may apply for one or more of the seven (7) types of grants, not to exceed a maximum award amount of $15,000, per physical location (address) set forth herein within any fiscal year (October 1-September 30). The maximum amount of funding available to any one applicant, business establishment, or one physical location (address) shall be $15,000 per fiscal year.

D. An applicant or business establishment that receives grant funding must wait to reapply 365 days from the date funds are dispersed before applying for subsequent awards for the same or other properties

STAFF RECOMMENDATION:

Staff recommends adjusting the grant language as the board sees fit to serve the Cibolo business community.

FINANCIAL IMPACT:

This action will not have a direct financial impact. CEDC directors budgeted $100,000 for BIG & EDGE grants for fiscal year 2026 [FY26] (10/1/2025 to 9/30/2026). If all budgeted funds are used before FY26 ends, depending on demand for the grants staff may bring back a budget amendment for consideration or reallocate funds to the line item within the approved budget.

MOTION(S):

Attachments

Cibolo EDGE Grant. 2025.pdf

CIBOLO ECONOMIC DEVELOPMENT FOR GROWTH & ENHANCEMENT (EDGE) GRANT PROGRAM GUIDELINES

Section 1: Sponsor

City of Cibolo Economic Development Corporation (CEDC)

Section 2: Purpose

The purpose of this Program is to enhance the economic vitality of the City of Cibolo by encouraging visually appealing physical improvements to local small business establishments.

Section 3: Grant Type

Grants provided are Reimbursement Grants, such grants being a cash match for funds disbursed by an Applicant and are in amounts not to exceed those provided under Section 6, "Type of Grants" below. In-kind contributions may not be used as a part or whole of an Applicant's match. Only Applicant's cash expenditures may be used as a grant match.

Section 4: Funding Cycle

The funding cycle shall be October 1, through September 30, annually. For each funding cycle, the CEDC shall designate an amount of funding for that cycle. Upon depletion of those funds, the CEDC will be under no obligation to fund additional grants. Likewise, the CEDC is under no obligation to establish future cycles. Grant requests are accepted on a first-come first-served basis of consideration.

Section 5: Eligibility

A. All buildings and facilities located within the City of Cibolo excluding the Old Town District or FM 78 Corridor shall be eligible for this program. Please see Section 10, "Map of Eligible Properties" to determine eligibility. Business facilities also serving as residences are not eligible.

B. Any new business planning to locate within the City of Cibolo excluding the Old Town District or FM 78 Corridor as noted in section 10 shall be eligible for this program.

C. Business facilities and/or properties which have outstanding financial obligations to the City of Cibolo, such as liens, court fines, City utility bills, or delinquent property taxes are not eligible.

D. Business facilities and/or property owners which have an ongoing lawsuit or are in any way parties to litigation against the City of Cibolo are not eligible.

E. The proposed project must comply with zoning regulations, city approved planning studies, comprehensive plan designations, city ordinances, building codes, City of Cibolo Unified Development Code, Americans with Disabilities Act guidelines, and any other applicable regulations.

F. Grants may not be used for refinancing existing loans, working capital, inventory, security fencing or gates (other types of fencing may be considered by the board on a case-by-case basis), home occupations, roof repair, interior remodeling, irrigation, or installation or maintenance of landscaping.

Section 6: Type of Grants

A. Façade Improvement	Improvements to storefronts, including, but not limited to, items such as painting, reconstruction, and remodeling. **Up to a 50% matching grant with a maximum of $15,000**
B. Sign Improvement	New signs, and renovation or removal of existing signs. **Up to a 50% matching grant with a maximum of $15,000**
C. Property Improvement	Improvements include, but not limited to, lighting, sidewalk and driveway improvements, parking lot improvements. Landscaping, irrigation, and roofs are not eligible. **Up to a 50% matching grant with a maximum of $15,000**
D. Demolition	Demolition of abandoned signs and structures. **Up to a 50% matching grant with a maximum of $15,000**
E. New Construction	Applies to exterior and some interior construction of the main building and not for accessory buildings. The grant shall be used only for the building components. This includes tenant finish out. **Up to a 50% matching grant with a maximum of $15,000**
F. Special Circumstances	Applies to special circumstances that arise. Some examples would be unexpected upgrades/replacement of equipment essential to the operation of the business. The grant shall be used only for permanent items. **Up to a 50% matching grant with a maximum of $15,000 Under special circumstances at the sole discretion of CEDC Board the grant amounts may exceed the maximum based on measurable economic impact as determined by the CEDC board.**

G. Fees:	Since there are a variety of permitting, inspection and impact fees these will be considered at the sole discretion of the board. The grant shall not be used to pay for alcohol permits, environmental health permits, legal fees and any other fees determined to be ineligible at the sole discretion of the CEDC Board. **Up to a 50% matching grant with a maximum of $15,000**

Section 7: Guidelines

A. Proof of applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.

B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must be the applicant for the program. Property owners may only submit for one tenant per application period. Copies of a lease agreement and proof of ownership of the leased facility shall be required.

C. A business may apply for one or more of the seven (7) types of grants, not to exceed a maximum award amount of $15,000, per physical location (address) set forth herein within any fiscal year (October 1-September 30). The maximum amount of funding available to any one applicant, business establishment, or one physical location (address) shall be $15,000 per fiscal year.

D. An applicant or business establishment that receives grant funding must wait to reapply 365 days from the date funds are dispersed before applying for subsequent awards for the same or other properties.

E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the CEDC, and after the applicant submit to the CEDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.

F. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Program.

G. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 6. In-kind contributions to improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the Applicant may be used in calculating the cost of improvements.

H. The Applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the CEDC Board of Directors. Thereafter, any modifications must receive written approval by either the CEDC Board of Directors Failure to obtain such written approval prior to making any such modifications may render the Applicant ineligible to receive grant funding.

I. The Applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the Applicant ineligible to receive grant funding.

J. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all the stated improvements shall render the Applicant ineligible to receive grant funding.

K. Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of the CEDC shall have the right of access to inspect the work in progress.

L. The Applicant shall not begin any improvements they are requesting a grant for prior to receiving written approval of grant funding from the CEDC.

M. The applicant must receive a building permit and begin construction within 6 months of receiving written approval from the CEDC. Construction must be complete within 9 months after the building permit is received. Failure to complete the improvements within the required time period may result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the CEDC Board of Directors.

N. By accepting a grant, the Applicant agrees that the business shall continuously remain open for a minimum of 12 months after the date of receipt of the grant. In the event that the business fails to continuously remain open for the required 12 months prior, the Applicant shall repay the grant in full of interest at a rate of 10% per annum, calculated from the date the grant was received. Such repayment shall be due within thirty (30) days from the date the CEDC provides written notice of the default.

O. The repayment obligation set out in Subsection N above is not transferrable and in the event the Applicant sells or transfers the business or property and the Transferee fails to keep the business open for the required 12 month period set out in Subsection N, the Applicant shall repay the grant and interest pursuant to the requirements of Subsection N.

P. The applicant must ensure that after receiving grant funds, the applicant must ensure that the business or property is upkept. A representative or representatives of the CEDC shall have the right to make routine visits to ensure the upkeep of the business or property is being maintained.

Q. The applicant must certify that the applicant does not employ, nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, at a rate of 10% annum, within thirty (30) days after the CEDC notifies the applicant of the violation.

R. In the event of a default under Section N or O and the Applicant fails to timely make full repayment, the CEDC shall have the right to file suit in a court of competent jurisdiction and recover the full amount of the grant, interest, court cost, and reasonable and necessary attorney fees.

S. If applicant commits an incident of breach of any other provision, applicant shall repay the CEDC the amount of any grant funds received from the CEDC and shall suspend any remaining grants for the remainder of the term until the breach is cured. The repayment shall be due on written demand by CEDC and shall be paid no later than thirty (30) days after receipt of such demand. In the event of breach beyond the cure period, the CEDC shall also seek to exercise its rights recover from applicant any legal expenses incurred by the CEDC to enforce recapture provisions under these guidelines.

T. If applicant falsifies any information in the grant application or supporting documentation it submits to the CEDC, such applicant will be prohibited from applying for any CEDC grant for a minimum of five (5) years. This debarment

shall apply to any business owned, partially owned or managed by applicant. Determination of providing false information shall be the sole decision of the CEDC staff. If applicant wishes to appeal the debarment of future grants, applicant must provide a written notice of appeal to CEDC Board of Directors within ten (10) business days of being notified of debarment.

Section 8: Application & Approval

A. Applications must be made on a form provided by the CEDC which shall be made available on the CEDC Website, at CEDC offices located at 201 W Loop 539, Cibolo, TX 78108 or by emailing economicdevelopment@cibolotx.gov.

B. Applications will be considered on a monthly basis and must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting. The following calendar will be used for completed applications to be presented to the Board of Directors for consideration. *Please note that Board Meeting dates may shift slightly due to room availability.*

Submission Deadline	Board Meeting
July 22, 2025	August 17, 2025
August 19, 2025	September 18, 2025
September 16, 2025	October 16, 2025
October 21, 2025	November 20, 2025
November 18, 2025	December 18, 2025
December 16, 2025	January 15, 2026
January 20, 2026	February 19, 2026
February 17, 2026	March 19, 2026
March 17, 2026	April 16, 2026
April 21, 2026	May 21, 2026
May 19, 2026	June 18, 2026
June 16, 2026	July 16, 2026
July 21, 2026	August 20,2026
August 18, 2026	September 17, 2026
September 15, 2026	October 15, 2026

C. The grant application must include in this order:
- Request letter to the CEDC Board of Directors describing proposed project and need for grant funds
- Completed Grant Application

- At least two photos of the existing exterior or property if new construction
- Legal description of subject property
- Proof of Ownership if property owner or Property Owner's Letter of Authorization if tenant
- Establishment of business entity name (e.g. copy of Articles of Incorporation, DBA, etc.)
- Project outline, illustrations, other supplemental information
- Itemized estimates of proposed improvements from contractors of vendors. The quote shall be utilized for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the CEDC.
    - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
- Proof of insurance for contractor
- Applicant's W-9
- Completed Economic Impact Analysis (contact staff for this form)

D. All applications must be approved by the CEDC Board of Directors.

E. The Applicant or an authorized representative must be present at the EDC Board Meeting at which his/her grant application is being considered.

F. An Applicant shall be notified, in writing, within ten (10) business days of the CEDC's decision to approve or disapprove the application.

G. The CEDC may award grant funds to an Applicant, with certain provisions, conditions, or other requirements that the CEDC deems necessary or appropriate.

H. The CEDC reserves unto itself the absolute right of discretion in deciding whether to approve a grant relative to this application. The Applicant accepts that all decisions relating to the award of grant funds involves subjective judgments on the part of the decision-making entity related to the aesthetics of the proposed project and the granting of award funds for said project.

Section 9: Funding

A. Upon notification to the CEDC by the Applicant that a project has been completed, an inspection by a CEDC representative or representative shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens claims regarding such work have been released, a signed conditional or permanent Certificate of Occupancy from the City, or any other item that the CEDC may reasonably deem necessary for determining the project's completion.

B. The CEDC agrees to distribute such funds to the Applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto.

C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 9(A) above, and after a determination is made by the CEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the CEDC shall issue a letter to the Applicant indicating any and all areas of non-compliance. The Applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into

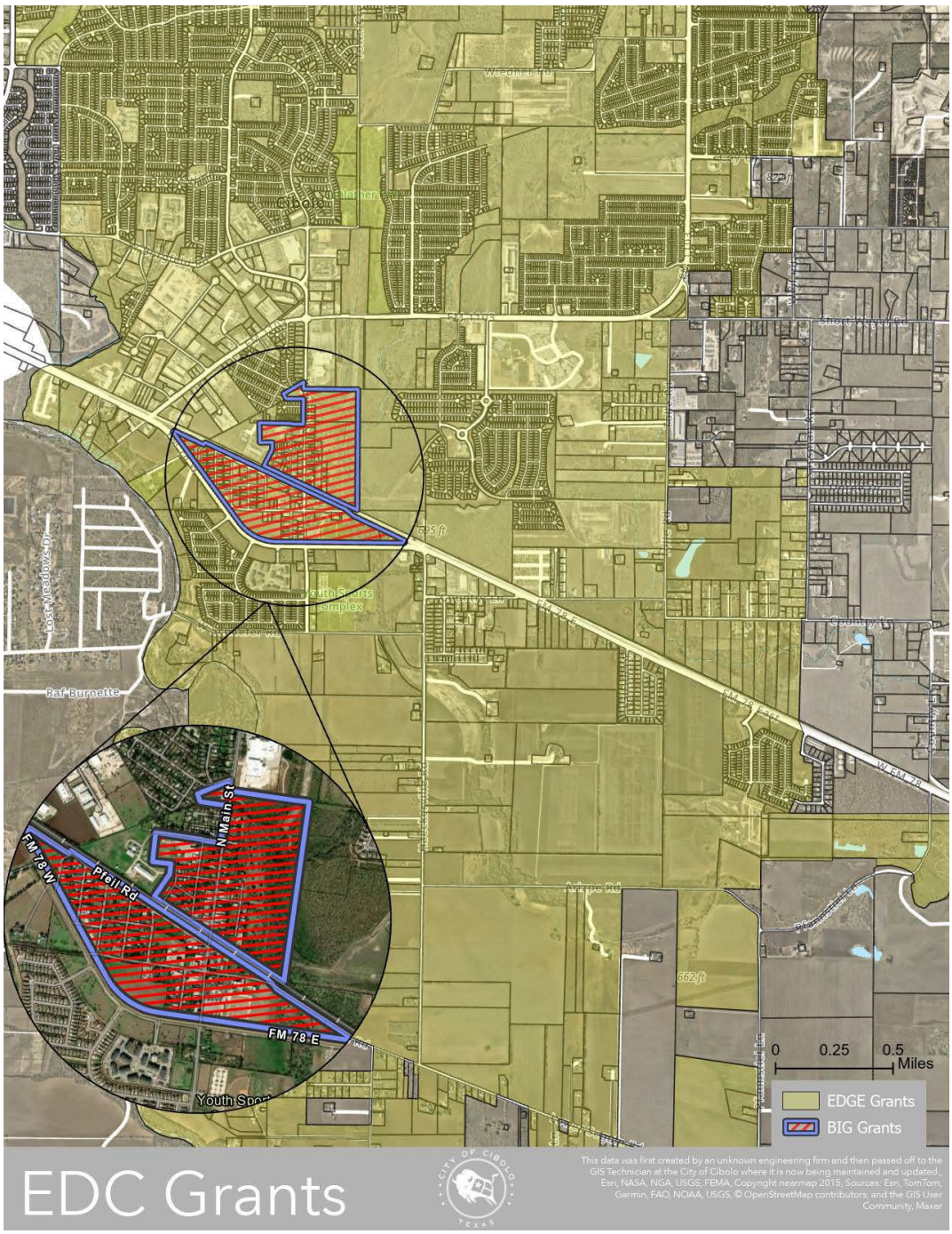
compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of Applicant's obligations under the grant, and the Applicant shall be ineligible to receive grant funding.

Section 10: Map of Eligible Properties

***If your property is in the red, please apply for the Business Improvement Grant (BIG)**

Related to HWY 78 locations the block below is consider the BIG Grant area:

- Pfeil road: 100 Blk - 700 Blk
- FM78 West: 600 Blk - 630 Blk
- FM78 East: 100 Blk - 198 Blk



City of Cibolo

Economic Development Corporation Staff Report

D. Discussion/Action related to an application by Crust Pizza Co of Cibolo for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount not to exceed $15,000 for improvements to the site located at 813 Cibolo Valley Dr Suite 170 (C. Hardin & D. Campbell)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7D.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

Staff received an Economic Development for Growth & Enhancement Grant (EDGE Grant) application from Derek Grant co-franchise owner of Crust Pizza Co Cibolo requesting a EDGE grant for assistance in offsetting the cost of onsite improvements for their business located at 813 Cibolo Valley Dr Suite 170.

Mr. Grant wrote in his grant request the following statement:

"*I am writing you on behalf of the new Crust Pizza Co. that opened on September 3rd at 813 Cibolo Valley Dr. Suite 170 Cibolo, TX 78108. We are applying for the Growth and Enhancement (Edge) Grant and requesting funds in the amount of $15,000 to help with our cost for developing the Crust Pizza Co. restaurant. First off, we wanted to thank the City of Cibolo for all of the help and support we have received up to this point. The entire process that we have gone through has been efficient, well documented and made the building of the restaurant flawless. We have invested a significant amount of money into establishing another great restaurant and business within the city. Our restaurant will prove to be a wonderful economic impact for the city and its citizens. Crust's Mission is to "To create an inviting pizza restaurant atmosphere for our guests, serving high quality food with great customer service." We want to make our guests experience at Crust the best part of their day. We strive to pursue our 5 core values at all points during our operation.*
Core Values:
Commitment: To pursue growth and giving back to our communities we love (grow and giving)
Respect: To show all guests and employees that we care (treat others like you want to be treated)
Unity: To learn and lead together as a unified team that perseveres (team work)
Service: To deliver WOW to our guests every time (customer experience)
Thankfulness: To be grateful, humble and positive (attitude)"

Crust Pizza Co Cibolo is among one of the first full applications staff has received for the EDGE Grant program which was launched on July 1, 2025.

STAFF RECOMMENDATION:

Staff have found that this application meets most the EDGE Grant criteria and recommends approval of the EDGE Grant to reimburse 50% of eligible costs not to exceed $15,000 for this on-site improvement related tenant finish out and sign improvements. One thing this application does not meet is that the improvements are completed but were already scheduled prior to the launch of the EDGE grant program. In consideration of the level of investment Crust Pizza Co of Cibolo has made staff recommend approval of this item as presented.

FINANCIAL IMPACT:

Staff have calculated based on application and invoices provided that the amount of reimbursement to be $15,000.

MOTION(S):

Example of a motion would be "*I motion to approve the application from Crust Pizza Co Cibolo for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified* "

Attachments

COMPLETED Crust Pizza EDGE App.pdf

CRUST PIZZA CO. CIBOLO

813 Cibolo Valley Dr. Suite 170 Cibolo, TX 78108 | 832-331-1307 |
derek@crustpizzaco.com

09/11/2025

CEDC Board of Directors
City of Cibolo

Dear CEDC Board of Directors:

I am writing you on behalf of the new Crust Pizza Co. that opened on September 3rd at 813 Cibolo Valley Dr. Suite 170 Cibolo, TX 78108. We are applying for the Growth and Enhancement (Edge) Grant and requesting funds in the amount of $15,000 to help with our investment of over $600,000 for developing the Crust Pizza Co. restaurant. First off, we wanted to thank the City of Cibolo for all of the help and support we have received up to this point. The entire process that we have gone through has been efficient, well documented and made the building of the restaurant flawless. We have invested a significant amount of money into establishing another great restaurant and business within the city. Our restaurant will prove to be a wonderful economic impact for the city and its citizens. Crust's Mission is to "To create an inviting pizza restaurant atmosphere for our guests, serving high quality food with great customer service." We want to make our guests experience at Crust the best part of their day. We strive to pursue our 5 core values at all points during our operation.

Core Values:

Commitment: To pursue growth and giving back to our communities we love (grow and giving)
Respect: To show all guests and employees that we care (treat others like you want to be treated)
Unity: To learn and lead together as a unified team that perseveres (team work)
Service: To deliver WOW to our guests every time (customer experience)
Thankfulness: To be grateful, humble and positive (attitude)

We fill that this investment from the City of Cibolo will help us achieve our mission and stand by our core values to give all members of the community a great place to eat and relax. We look forward to meeting the board and hope that everyone has a chance to try us out.

Sincerely,

Derek Campbell – Crust Pizza Co. Cibolo

cibolo tx
ECONOMIC DEVELOPMENT

Application for Cibolo Economic Development for Growth & Enhancement (EDGE) Grant

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION					
A	Property Address:813 Cibolo Valley Dr. Suite 170 Cibolo, TX 78108					
B	Estimated Begin Work Date:05/01/2025			Estimated Completion Date:08/15/2025		
C	Date Company Established:08/01/2024			Federal Taxpayer ID Number:99-3915493		
D	Company NAICS Code:722511					
E	Choose Business Type: ■Corporation ☐Partnership ☐Sole Proprietorship ☐Other					
F	Reason for Requesting Grant: Assistance with construction and creation of new restaurant in Cibolo.					
G	Today's Date:08/27/2025					
2	OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.					
	Name of Business			Name of Owner		
☐						
☐						
☐						
☐						
☐						
3	ELIGIBILITY					
	YES	NO	Item	Notes		
A			Within the City?			
B			Commercially Zoned?			
C			City taxes in good standing?			
D			No City liens existing?			
E			Proof of ownership provided?			
F			Outstanding code violations?			
G			Received a grant within past 365 days?	In accordance with Section 7 of Guidelines		
4	ELIGIBILITY OF BUSINESS					
	YES	NO	Item	Notes		
A			Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility		
B			Involved in any ongoing lawsuits with the City of Cibolo?			
C			Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties		
5	ENHANCEMENTS (Section 6)		TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade		$	50%	$15,000	$	$
B	Sign Improvement		$16251	50%	$15,000	$8125.50	$
C	Property Improvement		$	50%	$15,000	$	$
D	Demolition		$	50%	$15,000	$	$
E	New Construction		$593755	50%	$15,000	$6874.5	$

F	Fees	$	50%	$15,000	$	$
G	Special Circumstances	$	50%	$15,000	$	$
	TOTAL AMOUNT REQUESTED:				$ 15,000	
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:				$	
H	Please describe any planned "Non-Grant" Enhancements:					

6	ATTACHED ITEMS/EXHIBITS			
	YES	NO	Item	Notes
A	X		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	X		At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C	X		Legal description of subject property	174Legal Acreage: 7.32GEO ID: 1G0417-0003-00400-0-00Legal Description: BUFFALO HEIGHTS BLOCK :
D			Proof of Ownership if property owner	
E	X		Establishment of business entity name	
F	X		Project outline, illustrations, other supplemental information	
G	X		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	X		Applicant's W-9	
I			Completed Economic Impact Analysis	Contact staff for this form
J	X		Copy of signed lease agreement	If Business Owner is different from Property Owner
K	X		Vicinity map of subject property	

7	CONTRACTOR INFORMATION	
A	**Company Name:** Dau Builders	
	Contract Person: Vu Dau	Title: Owner
	Address: 24200 Via Mazzini Way, Suite 120Richmond, TX 77406	
	Phone Number: 281-850-8718	Fax:
	Email: vu@daubuilders.com	Website: N/A

8	
	I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion. **If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.**

	Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.

Business Owner		Property Owner
Company: RCT Capital I LLC		Company: Buffalo Heights Cibolo Developers, Ltd.
Signature:		Signature:
Print Name: Derek Campbell		Type or Print Name: Benjamin Dreszer
Title: Managing Partner		Title: Manager of G.P.
Company Phone Number: 850-331-1397		Phone Number: 210-710-3872
Company Email: derek@crustpizzaco.com		Email: benjamin@fulcrumsa.com
Company Physical Address: 213 Cibolo Valley Dr. Suite 120		Address: 10003 NW Military Hwy Suite 2205, San Antonio, TX 78231
Company Website: Crustpizzaco.com		Date: 09/11/2025
Date: 09/11/2025		

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR SH DAUIN-1

DATE (MM/DD/YY) 04/07/25

PRODUCER
SAM SHUM & ASSOCIATES
INSURANCE AGENCY, INC.
9515 BELLAIRE BLVD. #A
HOUSTON TX 77036

SAM SHUM
Phone No. 713-777-9111 Fax No.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: Great American Insurance Co.
COMPANY B:
COMPANY C: Progressive Ins. Co
COMPANY D:

INSURED

Dau Builders
DBA Vu Q Dau
6802 Carvel Ln.
Houston TX 77074

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR OWNER'S & CONTRACTOR'S PROT	3AA816105	08/22/24	08/22/25	GENERAL AGGREGATE	$ 2000000
					PRODUCTS - COMP/OP AGG	$ 2000000
					PERSONAL & ADV INJURY	$ 1000000
					EACH OCCURRENCE	$ 1000000
					FIRE DAMAGE (Any one fire)	$ 100000
					MED EXP (Any one person)	$ 5000
C	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	978830858	03/18/25	09/18/25	COMBINED SINGLE LIMIT	$ 1000000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
E	EXCESS LIABILITY [X] UMBRELLA FORM OTHER THAN UMBRELLA FORM	SUB287783-01	01/11/25	08/11/25	EACH OCCURRENCE	$ 3000000
					AGGREGATE	$ 3000000
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				WC STATU-TORY LIMITS / OTH-ER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
A	OTHER Builders Risk	IMPF289300	01/11/25	06/11/25	Building	669,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

0000000

RCT Capital I LLC
15637 Queen Victoria Ct.
Montgomery TX 77316

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAM SHUM

ACORD CORPORATION 1988

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DATE (MM/DD/YY) 04/07/25

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DBA Vu Q Dau
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Houston TX 77074

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C	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	978830858	03/18/25	09/18/25	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1000000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
E	EXCESS LIABILITY [X] UMBRELLA FORM OTHER THAN UMBRELLA FORM	SUB287783-01	01/11/25	08/11/25	EACH OCCURRENCE AGGREGATE	$ 3000000 $ 3000000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				WC STATU-TORY LIMITS / OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ $ $
A	OTHER Builders Risk	IMPF289300	01/11/25	06/11/25	Building	669,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

0000000

Buffalo Heights-Cibolo Develo
Benjamin Dreszer
10003 NW Military Hwy., #2205
San Antonio TX 78231

CANCELLATION

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ACORD CORPORATION 1988

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C	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	978830858	03/18/25	09/18/25	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1000000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
E	EXCESS LIABILITY [X] UMBRELLA FORM OTHER THAN UMBRELLA FORM	SUB287783-01	01/11/25	08/11/25	EACH OCCURRENCE AGGREGATE	$ 3000000 $ 3000000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				WC STATU-TORY LIMITS / OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ $ $
A	OTHER Builders Risk	IMPF289300	01/11/25	06/11/25	Building	669,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

0000000

Trustmark National Bank
Legal Department
P. O. Box 291
Jackson MS 39205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAM SHUM

ACORD CORPORATION 1988

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the Secretary of State of Texas
Filing #: 805949206 03/17/2025
Document #: 1461358390002
Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

RCT Capital II LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Hank Fasthoff

C. The business address of the registered agent and the registered office address is:

Street Address:
21 Waterway Ave.
Suite 300 The Woodlands TX 77380

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☑ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Nathan Robbins**	Title: **Managing Member**
Address: **15637 Queen Victoria Ct. Montgomery TX, USA 77316**	
Managing Member 2: **Derek Campbell**	Title: **Managing Member**
Address: **15637 Queen Victoria Ct. Montgomery TX, USA 77316**	
Managing Member 3: **Jay Tompkins**	Title: **Managing Member**
Address: **15637 Queen Victoria Ct. Montgomery TX, USA 77316**	

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

15637 Queen Victoria Ct.
Montgomery, TX 77316
USA

Organizer

The name and address of the organizer are set forth below.

Hank Fasthoff **21 Waterway Ave., Suite 300, The Woodlands, TX 77380**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Hank Fasthoff

Signature of Organizer

FILING OFFICE COPY

Description Comments / Price			**Crust Pizza Co.-Cibolo**
Construction Company			**Dau Builders**
Contractor Name			Vu Dau
Contractor Email			vu@daubuilders.com & daubuilders@yahoo.com
Contractor Phone			281.850.8718
Permits/Fees			n/a
Saw Cut & Pour Back **exclude 6" concrete curb**		$	4,500.00
Dumpster Rentals/trash out		$	7,000.00
baricade			
Floors (Polished Concrete)		$	9,900.00
Floors (EcoGrip)		$	20,900.00
Doors & Frames		$	7,325.00
Storefront Glass/Doors etc		**$**	**21,300.00**
Privacy Glass		$	1,200.00
Acoustical Ceilings		$	2,900.00
Plumbing		$	86,000.00
HVAC		$	134,000.00
Electrical		$	62,800.00
Tile & Brick		$	23,730.00
FRP		$	6,100.00
Countertops		$	12,000.00
Paint Interior		$	12,000.00
Insulation			
Drywall & Framing: **Cover the tower/shaft**		$	46,100.00
Final Clean		$	1,500.00
Hot Rolled Steel: **add steal beam at double door**		**$**	**5,450.00**
Millwork/Carpentry		$	17,655.00
HardwareL: restroom accessories and door lock		$	1,975.00
Metal Corners & Wall Caps		$	4,000.00
Wood Wall		$	5,000.00
Patio		N/A	
Roof Flashing/waterproofing the demising wall		**$**	**12,792.00**
Fire Alarm		**$**	**10,200.00**
Sprinkler/patio-anti-freeze		**$**	**15,150.00**
Other **install shelving & table, potty rental, insurance, and per diem**		$	19,000.00
Contingency			
Sales Tax			
OH&P	10%	$	49,500.00
Total		**$**	**599,977.00**
NOTE : Please do not delete, add or change the order of any rows abc	per sf	$	196.71

ABBREVIATIONS:

A	
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
APPL	APPLIANCE
ARCH	ARCHITECT(URAL)
AUTO	AUTOMATIC
&	AND
B	
BLDG	BUILDING
BD	BOARD
BLKG	BLOCKING
C	
CAB	CABINET
CPT	CARPET
CER	CERAMIC
CLG	CEILING
℄	CENTER LINE
CONC	CONCRETE
CONT	CONTINUOS
CONTR	CONTRACTOR
COV	COVER
CMU	CONCRETE MASONRY UNIT
D	
DBL	DOUBLE
DEPT	DEPARTMENT
DET	DETAIL
DIA	DIAMETER
DIFF	DIFFUSER
DIM	DIMENSION
DISP	DISPENSER
DIV	DIVISION
DN	DOWN
DR	DOOR
DSCON	DISCONNECT
DW	DISHWASHER
DWR	DRAWER
E	
EIFS	EXTERIOR INSULATED FINISH SYSTEM
ELAST	ELASTOMERIC
ELEC	ELECTRICAL
ENGR	ENGINEER(ED)
EQ	EQUAL
EQUIP	EQUIPMENT
EXIST	EXISTING
EXP JT	EXPANSION JOINT
EXT	EXTERIOR
F	
FAB	FABRICATION
FD	FLOOR DRAIN
FIN	FINISH
FPLC	FIREPLACE
FR	FIRE RAT(ED)(ING)
FRMG	FRAMING
FXD	DIXED
FXTR	FIXTURE
FLR	FLOOR(ING)
FURN	FURNITURE
G	
GA	GAUGE
GC	GENERAL CONTRACTOR
GYP	GYPSUM
H	
HD	HEAD
HOR	HORIZONTAL
HVAC	HEATING, VENTILATING & AIR CONDITIONING
I	
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
K	
KIT	KITCHEN
K/S	KNEE SPACE
L	
LAV	LAVATORY
LB	POUND
LF	LINEAR FOOT (FEET)
LT	LIGHT
LVR	LOUVER
M	
MAX	MAXIMUM
MFD	MANUFACTURED
MFR	MANUFACTURER
MECH	MECHANICAL
MEMB	MEMBRANE
MEZZ	MEZZANINE
MIN	MINIMUM
MISC	MISCELLANEOUS
MLWK	MILLWORK
MTD	MOUNTED
MW	MICROWAVE
N	
NIC	NOT IN CONTRACT
NO.	NUMBER
NTS	NOT TO SCALE
O	
OVFL	OVERFLOW
OVHD	OVERHEAD
OPNG	OPENING(S)
OPR	OPERABLE
OH	OPPOSITE HAND
P	
PTN	PARTITION
PBD	PARTICLE BOARD
PNL	PANEL
PREFIN	PREFINISHED
PREFAB	PREFABRICATED
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLYWD	PLYWOOD
R	
R/A	HVAC RETURN AIR
RCP	REFLECTED CEILING PLAN
RECES	RECESSED
RECPT	RECEPTACLE
RE	REFER
REFL	REFLECTED
REF	REFRIGERATOR
REQD	REQUIRED
REINF	REINFORCE(D)
RESIL	RESILIENT
REST	RESTROOM
RFG	ROOFING
RM	ROOM
RO	ROUGH OPENING
ROW	RIGHT OF WAY
S	
SF	SQUARE FOOT (FEET)
SGL	SINGLE
SGHC	SOLAR HEAT GAIN COEFFICIENT
SIM	SIMILAR
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRFR	STOREFRONT
STRUCT	STRUCTURAL
SURF	SURFACE
SUSP	SUSPENDED
SYS	SYSTEM(S)
T	
TBD	TO BE DETRMINED
THK	THICK
TLT	TOILET
TRANS	TRANSPARENT
TRTD	TREATED
T&G	TONGUE & GROOVE
TYP	TYPICAL
U	
UTIL	UTILITY
UNO	UNLESS NOTED OTHERWISE
UWA	UNDER WALL ABOVE
V	
VIF	VERIFY IN FIELD
W	
W/	WITH
WC	WATER CLOSET
WD	WOOD
W/D	WASHER & DRYER
WDW	WINDOW
W/O	WITHOUT
WT	WEIGHT
WTRPRF	WATERPROOF(ING)

GRAPHIC SYMBOLS:

23 — DOOR NUMBER

14 — WINDOW REFERENCE NUMBER

ALIGN — ALIGN SURFACES WHICH THE ARROWS POINT TO

TILE / CPT — FLOOR FINISH MATERIALS

CHANGE IN FLOOR FINISH LOCATION

GENERAL NOTES:

1. COMPLY WITH APPLICABLE CODES, LAWS, ORDINANCES, RULES AND REGULATIONS OF PUBLIC AUTHORITIES GOVERNING THIS WORK AT THE TIME OF CONSTRUCTION.
2. OBTAIN AND PAY FOR PERMITS AND INSPECTIONS AS REQUIRED BY THE AUTHORITIES GOVERNING THIS WORK.
3. REVIEW THESE DOCUMENTS, VERIFY DIMENSIONS AND EXISTING CONDITIONS AND CONFIRM THAT THE WORK IS BUILDABLE AS SHOWN. REPORT ANY CONFLICTS OR OMISSIONS TO THE ARCHITECT FOR CLARIFICATION PRIOR TO ORDERING ANY MATERIALS OR PERFORMING ANY WORK IN QUESTION .
4. SUBMIT REQUESTS FOR SUBSTITUTIONS, REVISIONS, OR CHANGES TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO PURCHASE, FABRICATION OR INSTALLATION.
5. COORDINATE WORK WITH THE OWNER, INCLUDING SCHEDULING TIME AND LOCATIONS FOR DELIVERIES, PROPERTY AND/OR BUILDING ACCESS, USE OF SERVICES AND FACILITIES, AND USE OF ELEVATORS. MINIMIZE DISTURBANCE OF BUILDING FUNCTIONS AND OCCUPANTS.
6. WORK NOTED "BY OTHERS" OR "NIC" WILL BE PROVIDED BY THE OWNER UNDER A SEPARATE CONTRACT. INCLUDE SCHEDULE REQUIREMENTS IN THE CONSTRUCTION PROGRESS SCHEDULE AND COORDINATE WITH OWNER TO ENSURE ORDERLY SEQUENCE OF INSTALLATION OF ALL WORK, INCLUDING "NIC" AND "BY OTHERS" WORK.
7. COORDINATE THE INSTALLATION OF TELECOMMUNICATIONS, DATA AND SECURITY SYSTEMS WITH THE PROPER PARTIES.
8. MAINTAIN EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES, AND ALARMS IN CONFORMANCE WITH APPLICABLE CODES AND ORDINANCES.
9. PROTECT WORK AND SURROUNDING AREAS FROM DAMAGE.
10. MAINTAIN WORK AREAS SECURE AND LOCKABLE DURING CONSTRUCTION. COORDINATE WITH TENANT AND LANDLORD TO ENSURE SECURITY.
11. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN. CONSULT THE ARCHITECT IN CASE OF CONFLICT.
12. PARTITIONS, FLOORS AND CEILINGS ARE DIMENSIONED FROM FINISH FACE TO FINISH FACE, UNLESS OTHERWISE NOTED. MAINTAIN DIMENSIONS MARKED "CLEAR". ALLOW FOR THICKNESS OF FINISHES.
13. COORDINATE AND PROVIDE BACKING FOR MILLWORK AND ITEMS ATTACHED OR MOUNTED TO WALLS OR CEILINGS.
14. UNDERCUT DOORS TO CLEAR TOP OF FLOOR FINISHES BY½", UNLESS OTHERWISE NOTED.
15. ENSURE SURFACES TO RECEIVE FINISHES ARE CLEAN, TRUE, AND FREE OF IRREGULARITIES. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
16. PROVIDE STRAIGHT, FLUSH RESILIENT BASE AT CARPETED AREAS, AND COVED, TOP SET RESILIENT BASE AT RESILIENT FLOORING, UNLESS OTHERWISE NOTED.

Crust Pizza

Interior Build-out

813 Cibolo Valley Dr Suite 170, Cibolo, TX 78108

Architect:
Shawn Kashou, AIA
Kashou Architecture, Inc.
20710 Shadow Mill Ct
Katy, Texas 77450
Tel: 713 . 965 4470
www . kashou . com

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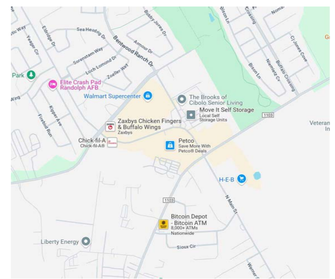
VICINITY MAP



CRUST PIZZA Co

Crust Pizza
Interior Build-out
813 Cibolo Valley Dr Suite 170, Cibolo, TX 78108

KASHOU architecture
www.kashou.com

Shawn Kashou, AIA
20710 Shadow Mill Ct
Katy, Texas 77450
Tel: 713 . 965 4470

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

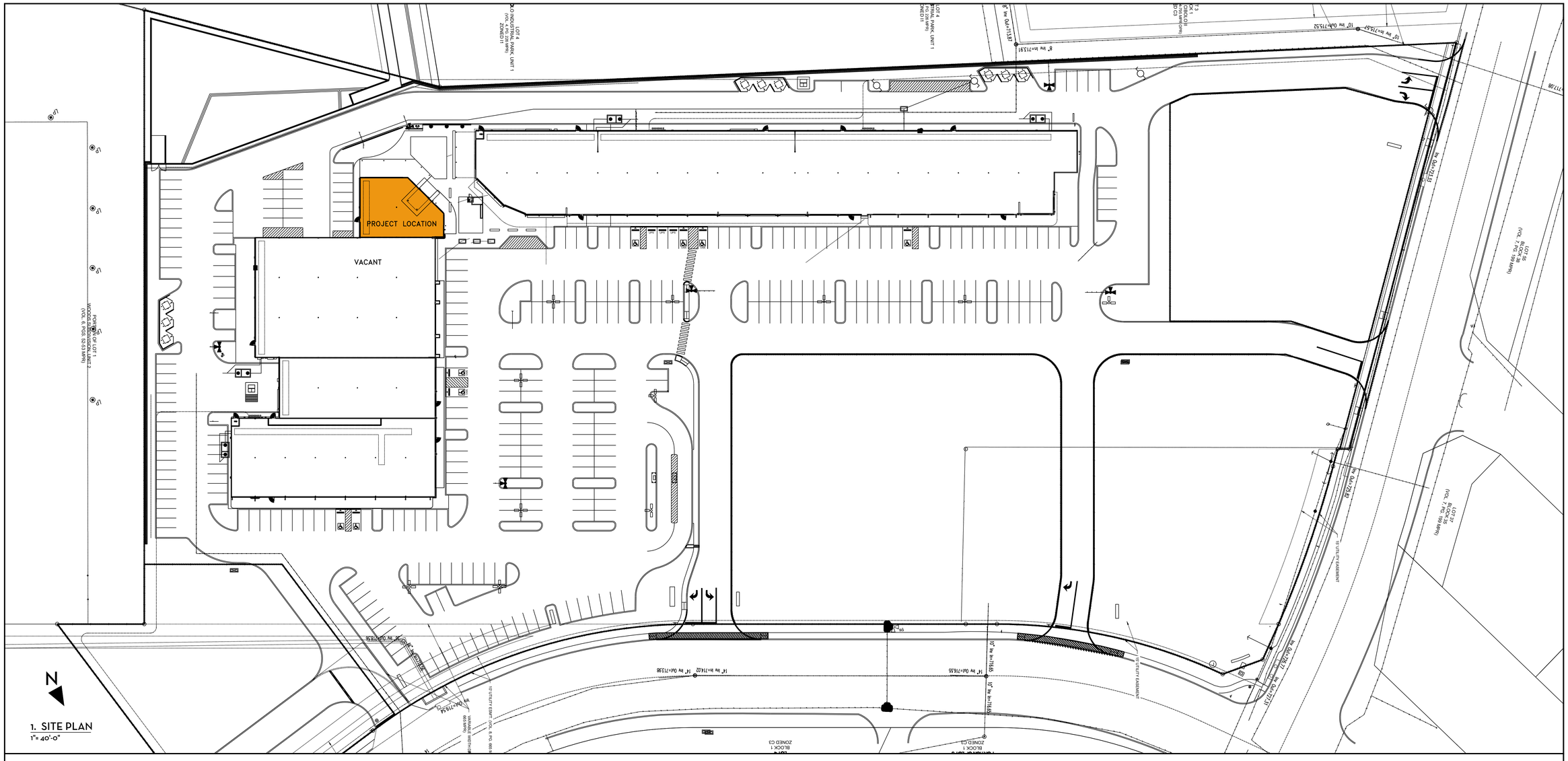
Project No.

Dwg. Name

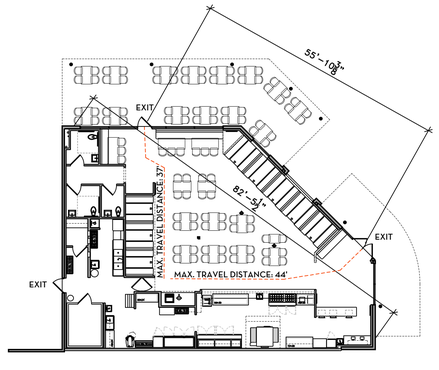
Cover Page

Dwg. No.

A0.0



1. SITE PLAN
1"= 40'-0"



2. LIFE SAFETY PLAN
1/16" = 1'-0"

Project Description:

Interior lease space build-out of Pizza restaurant in existing shell building.

Codes:

- 2021 International Building Code
- 2021 International Fire Code
- 2021 International Mechanical code
- 2021 International Plumbing code
- IECC 2021.
- 2023 National Electric Code.
- City of Cibolo amendments.
- 2012 Texas Accessibility Standards (TAS): TAS standards closely follow the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and have been approved by the Departmet of Justice (DOJ).

FIRE SPRINKLER & ALARM SYSTEM - DEFERRED SUBMITTAL:

THIS LEASE SPACE IS PROTECTED BY AN APPROVED AUTOMATIC FIRE SPRINKLER AND FIRE ALARM SYSTEM. A LICENSED FIRE SPRINKLER AND FIRE ALARM CONTRACTOR SHALL MODIFY THE EXISTING FIRE SPRINKLER SYSTEM AS REQUIRED TO FULLY PROTECT THE REMODELED LEASE SPACE AND EXTERIOR PATIO IN ACCORDANCE WITH LOCAL FIRE CODES. SPRINKLER SUBMITTALS SHALL BE SUBMITTED TO THE FIRE MARSHALL HAVING JURISDICTION FOR REVIEW AND PERMIT.

CODE ANALYSIS

ITEM	CODE LIMITS	ACTUAL	NOTES
CONSTRUCTION TYPE (SHELL BUILDING)		II–B	EXISTING SHELL BUILDING
FIRE SPRINKLER SYSTEM		YES	
OCCUPANCY CLASSIFICATION		A–2	RESTAURANT MORE THAN 50 OCCUPANTS
GROSS LEASE AREA		3,050 SF	
COVERED PATIO AREA		775 SF	
INDOOR OCCUPANCY LOAD		154	REFER TO OCCUPANCY CALCULATION TABLE
OCCUPANCY SEPARATION FROM ADJACENT (M) OCCUPANCY	1 HR	1 HR	
NUMBER OF EXITS	2 MIN.	3	2 FOR PUBLIC, 1 KITCHEN
EXIT WIDTH	154X0.2=31" OR 36"	108"	
EXIT SEPARATION	⅓ X 83' = 28' MIN.	55'	REFER TO 2/A1.0
PLUMBING FIXTURES:			
LAVATORIES	206/200= 2 MIN.	3	
WATER CLOSET	206/75= 3 MIN.	3	

OCCUPANCY CALCULATION

AREA USE	QUANTITY	UNIT	RATIO	OCCUPANTS	NOTES
DINING ROOM – UNFIXED TABLES & CHAIRS	906	SF	15	60	
FIXED BOOTH SEATING	126	LF	2	63	
WAITING	125	SF	5	25	
KITCHEN	1034	SF	200	5	
OFFICE	30	SF	100	1	
TOTAL INDOOR OCCUPANCY				154	
PATIO	775	SF	15	52	PATIO OCCUPANCY DOES NOT CONTRIBUTE TO EGRESS OCCUPANCY LOAD
TOTAL OCCUPANCY (FOR PLUMBING FIXTURE COUNT)				206	

CRUST PIZZA CO

Crust Pizza

Interior Build-out

813 Cibolo Valley Dr Suite 170, Cibolo, TX 78108

KASHOU architecture
www.kashou.com

Shawn Kashou, AIA
20710 Shadow Mill Ct
Katy, Texas 77450
Tel: 713 . 965 4470

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
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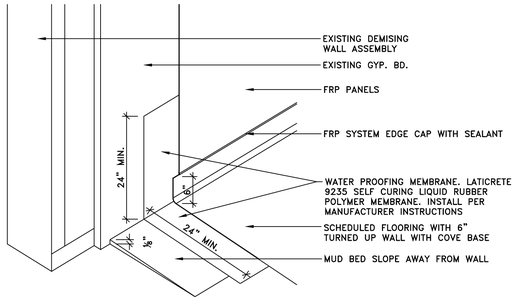
Project No.

Dwg. Name

Site Plan

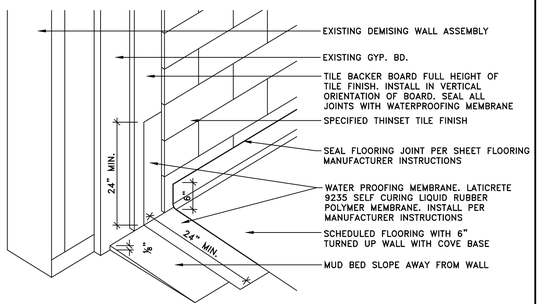
Dwg. No.

A1.0



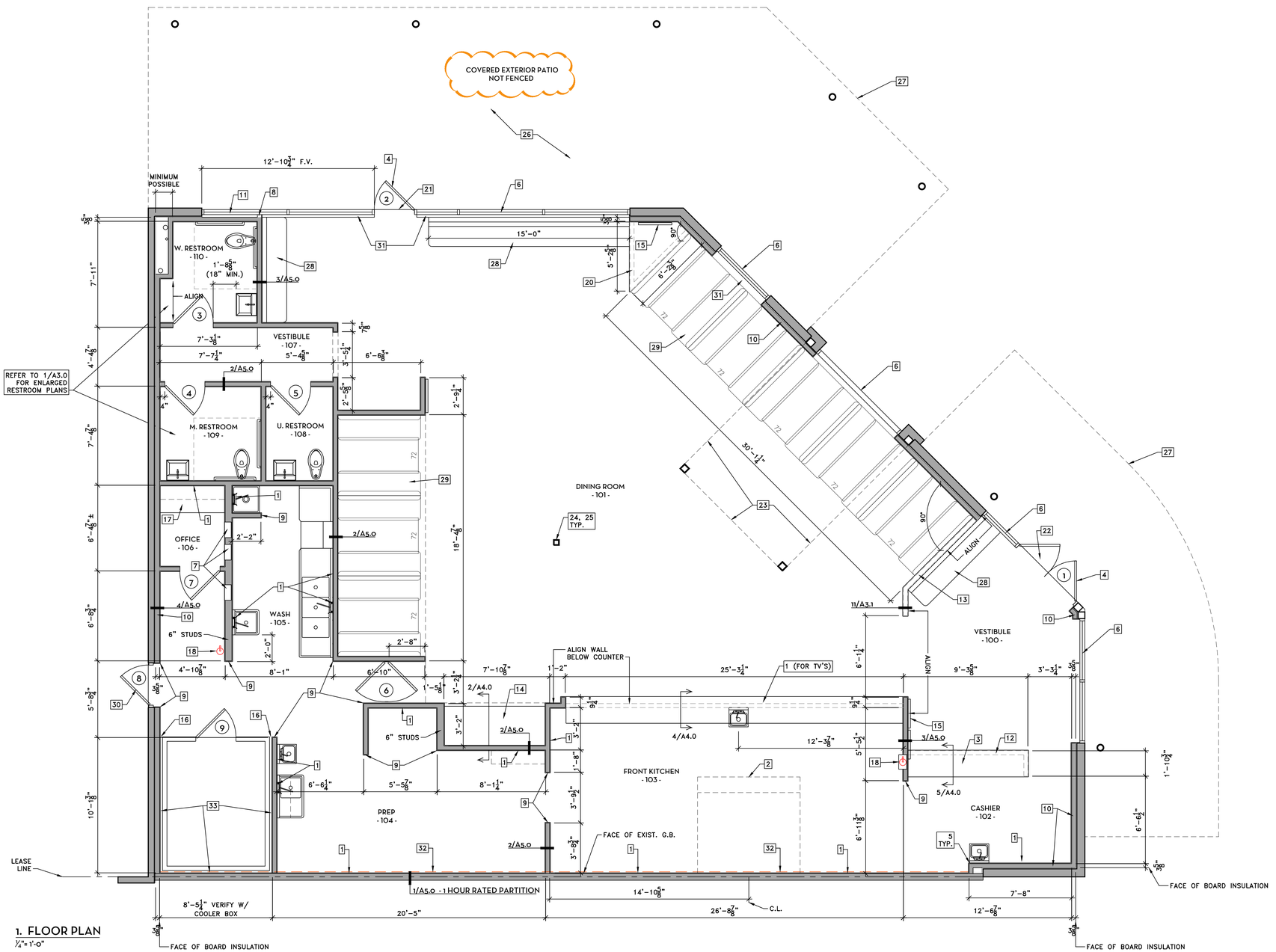
2. WATERPROOF BASE AT FRP WALL FINISH

NTS



3. WATERPROOF BASE AT TILE WALL FINISH

NTS



1. FLOOR PLAN

¼"= 1'-0"

FLOOR PLAN KEY NOTES:

1. INSTALL BLOCKING WITHIN WALL FOR WALL MOUNTED FIXTURES AND SHELVES. COORDINATE HEIGHTS WITH FIXTURES. REFER TO INTERIOR ELEVATIONS FOR ALL SHELVING SIZES AND HEIGHTS.
2. EXHAUST HOOD. REFER TO MECH. DRAWINGS AND TO 6/A5.0.
3. CUSTOM COUNTER. PROVIDE HOLES AND GROMMETS AS REQUIRED BY OWNER FOR EQUIPMENT.
4. NEW STOREFRONT DOOR TO MATCH BUILDING STANDARD.
5. CONT. CAULK SEAL ALL JOINTS BETWEEN PLUMBING FIXTURES AND WALLS.
6. EXISTING STOREFRONT SYSTEM.
7. RECESS ELECTRICAL PANELS IN WALL. ALL CONDUITS TO BE WITHIN WALL CAVITY.
8. INSTALL ALUMINUM END CAP TO MATCH STOREFRONT SYSTEM WHERE FRAMING ENDS AGAINST GLASS.
9. INSTALL FULL HEIGHT STAINLESS STEEL END AND CORNER CAPS AT ALL SERVICE AREA WALL ENDS AND OUTSIDE CORNERS.
10. INSTALL METAL STUDS AGAINST THE EXISTING BOARD INSULATION AT ALL ENVELOPE WALLS WITH R-13 THERMAL INSULATION, INCLUDING ABOVE STOREFRONT.
11. INSTALL FILM ON PORTION OF GLASS BEHIND PROPOSED FRAMING. FILM APPROVED BY LANDLORD: LLUMAR GRAPHITE FILM 35% VISIBLE LIGHT TRANSMISSION, 6% DIFFUSE VISIBLE LIGHT REFLECTANCE, 6 PRIVACY FILM RATING, 0.006 THICKNESS VINYL.
12. WALL BELOW COUNTERTOP.
13. SHORT WALL. REFER TO 11/A3.1.
14. BEVERAGE COUNTER. COORDINATE WITH OWNER AND KITCHEN EQUIPMENT VENDOR ROUTING OF UTILITIES AND BEVERAGE LINES TO THIS AREA. REFER TO 2/A4.0.
15. FRAMED DIGITAL DISPLAY BOARD. REFER TO INTERIOR ELEVATIONS.
16. INSTALL STAINLESS STEEL MTL ANGLE TO SEAL GAP BETWEEN COOLER BOX AND WALL. CAULK ALL JOINTS.
17. MANAGER'S DESK. REFER TO 3/A4.0.
18. PORTABLE FIRE EXTINGUISHER. MOUNT ON WALL. IN FRONT KITCHEN, INSTALL WITHIN SEMI RECESSED CABINET. TOP OF EXTINGUISHER AT 48" AFF.
19. FURR OUT WALLS TO BOX EXISTING PLUMBING LINES. INSTALL FLUSH ALUMINUM ACCESS PANELS WHERE REQUIRED TO ACCESS VALVES, ETC.
20. SHORT TRIANGULAR SHAPED WALL SIMILAR TO DETAIL 11/A3.1, WITHOUT THE GLASS ON TOP.
21. REMOVE PORTION OF WALL BELOW STOREFRONT FOR PROPOSED DOOR OPENING. REFER TO 3/A4.0 AND 14/A5.1.
22. RECONFIGURE CURTAINWALL WINDOW SYSTEM TO INCORPORATE PROPOSED DOOR. ENTIRE SYSTEM MAY BE REQUIRED TO BE RE-INSTALLED.
23. LINE OF SHELL BUILDING TOWER ABOVE. INSTALL GYPSUM WALL OVER EXISTING INSULATED FRAMED WALLS AND FINISH PER FINISH SCHEDULE.
24. SAND, PRIME AND PAINT EXISTING STRUCTURAL COLUMNS TO REMAIN EXPOSED.
25. PATCH CONCRETE FLOOR AROUND EXISTING STRUCTURAL POSTS SO FINISH IS FLUSH WITH ADJACENT FLOORING.
26. EXISTING COVERED PATIO. PATIO IS OPEN TO SURROUNDING OPEN AREAS AND NO FENCE IS PROPOSED.
27. EDGE OF EXISTING SHELL BUILDING CANOPIES.
28. BENCH SEATS.
29. BOOTHS.
30. EXISTING DOOR. PAINT INTERIOR.
31. INSTALL WOOD SILL AT INTERIOR OF WINDOWS. MATCH FINISH OF SHORT WALL CAPS.
32. WATER PROOFING MEMBRANE FULL LENGTH OF DEMISING WALL. REFER TO DETAILS 2 & 3/A2.0.
33. 2" AIR GAP (1" MIN.) ALL SIDES.

GENERAL NOTES:

A. DIMENSIONS ARE TO THE FACE OF METAL FRAMING, U.N.O.

B. INTERIOR WALL SHEATHING SHALL BE:
- CEMENT HARDIE BOARD AT TILE OR THIN BRICK SUBSTRATES.
- ⅝" WATER RESISTANT GYPSUM BOARD AT ALL NON TILED RESTROOM WALLS, AND PLUMBING WALLS.
- ⅝" TYPE X GYPSUM BOARD AT DEMISING WALL.
- ⅝" GYPSUM BOARD ALL OTHERS, U.N.O.

C. ALL ROOFING WORK TO BE DONE BY ROOFING CONTRACTOR APPROVED BY LANDLORD. LANDLORD'S ROOFER IS SAMUEL DEAN SHEET METAL, INC. CONTACT NICK CHAPMAN @ (210) 734-4219/OFFICE. NICK@SAMROOF.COM.

WALL TYPE LEGEND:

DEMISING WALL

MTL STUD WALL TO 6" ABOVE CEILING, OR TO DECK IF ONE SIDE HAS OPEN CEILING

OVERHEAD WALL OR FIXTURE

WALL BELOW COUNTER

REFER TO SHEET A5.0 FOR WALL ASSEMBLY DETAILS

REFER TO SHEET A4.0 FOR DOOR SCHEDULE

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REGISTERED ARCHITECT SHAWN N KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

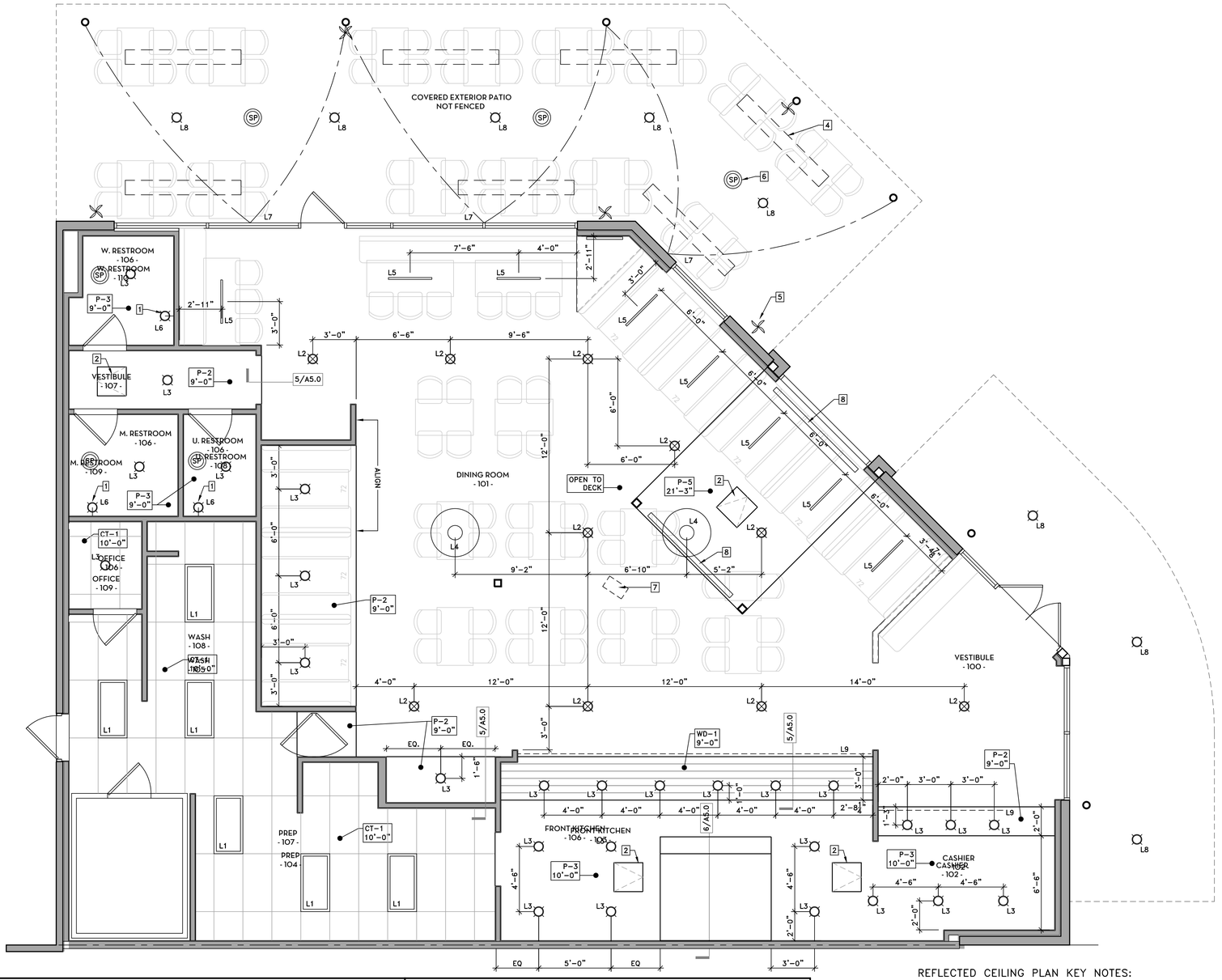
Project No.

Dwg. Name

Floor Plan

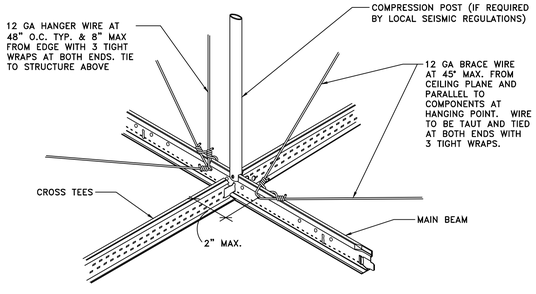
Dwg. No.

A2.0

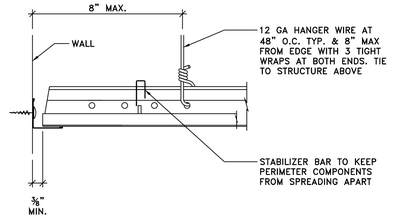


1. REFLECTED CEILING PLAN

1/4" = 1'-0"

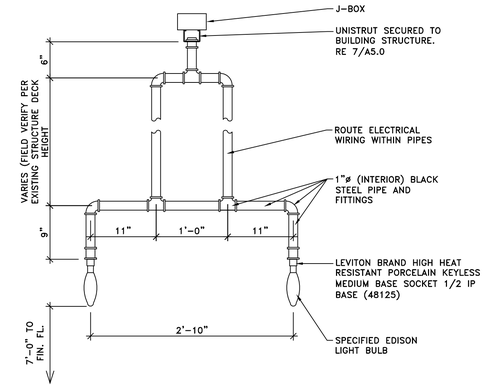


NOTES REGARDING LIGHT FIXTURE AND CEILING DIFFUSER SUSPENSION:
1. FIXTURES OVER 56# TO BE SUPPORTED DIRECTLY FROM STRUCTURE.
2. FIXTURES LESS THAN 56# ATTACH 4 CORNERS TO GRID AND PROVIDE 2 SLACK WIRES.
3. CLIP 4 CORNERS.



2. TYPICAL SUSPENSION SYSTEM FOR LAY-IN CEILING GRID

NTS



3. LIGHT FIXTURE DETAIL

NTS

REFLECTED CEILING PLAN KEY NOTES:

1. CENTER OVER LAVATORY.
2. 24"X24" ALUM. FLUSH ACCESS DOOR. PAINT TO MATCH CEILING.
3. CENTER OVER TABLE.
4. GAS HEATERS SUSPENDED FROM CANOPY STRUCTURE. RE MEP PLANS.
5. FANS MOUNTED ON CANOPY POSTS OR BUILDING WALLS. ALL EXPOSED SERVICE CONDUITS TO BE PAINTED CHARCOAL GRAY (PPG PAINTS 8108) TO MATCH CANOPY STRUCTURE.
6. SPEAKER MOUNTED TO CANOPY STRUCTURE (BLACK SPEAKER FINISH). ALL WIRING TO BE WITHIN CONDUITS PAINTED CHARCOAL GRAY (PPG PAINTS 8108).
7. REMOVE SHELL BUILDING SPACE HEATER AND RETURN TO LANDLORD.
8. 96" LINEAR SLOT DIFFUSER FOR AIR CIRCULATION TO TOWER ABOVE CEILING.

LIGHTING SCHEDULE

NO.	DESCRIPTION
L1	2X4 LAY IN LED PANEL. 3000K
L2	2" X 16" LED MINI PENDANT: TORTORETO EGLO 62547A. INSTALL BOTTOM AT 12'-0" AFF. ON DIMMING SWITCH. GU10 LED 2700K.
L3	6" RECESSED CAN LIGHT – 2700K LED ON DIMMING SWITCH
L4	CHANDELIER, PROVIDED BY OWNER, INSTALLED BY GC. BOTTOM AT 9'-0" AFF, ON DIMMING SWITCH. BULBS BY GC: GE VINTAGE STYLE T9 TUBE 5W WARM CANDLE LIGHT 2000K (8 COUNT)
L5	CUSTOM BUILT STEEL PIPE FIXTURE WITH 2 BULBS: GE VINTAGE EDISON STYLE 6W ST19 MEDIUM BASE 2200K WARM CANDLE LIGHT. INSTALL FIXTURE WITH BOTTOM OF LAMP AT 7'-0" AFF. REFER TO 3/A2.1.
L6	VOLISUN MODERN BATHROOM VANITY LIGHT 23.6 INCH, 14W DIMMABLE 5CCT LED BATHROOM LIGHT FIXTURE OVER MIRROR, BLACK BAR. INSTALL AT 7'-2" AFF
L7	WATERPROOF LED OUTDOOR STRING LIGHTS – HANGING, DIMMABLE 2W VINTAGE EDISON BULBS – 48 FT
L8	SHELL BUILDING LIGHTS PATIO LIGHT – RE-WIRE TO TENANT CONTROLS AND PANELS
L9	LED LINEAR TAPE LIGHT WITHIN MILLWORK. 2700K.

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

Project No.

Dwg. Name

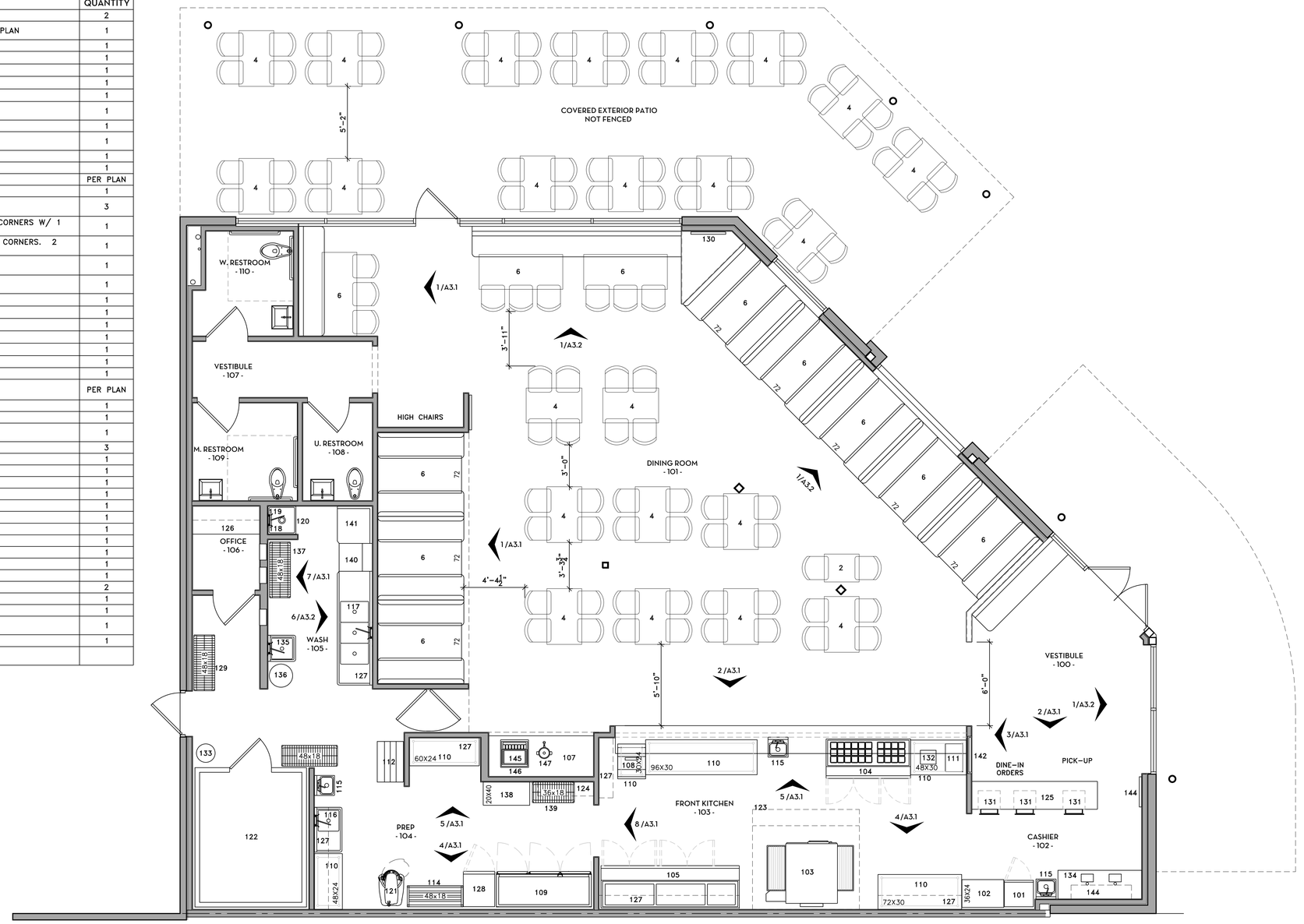
Reflected Ceiling Plan

Dwg. No.

A2.1

EQUIPMENT SCHEDULE

ITEM NO.	DESCRPTION	MODEL	QUANTITY
101	MERCHANDISER	BEVERAGE AIR MT10–B	2
102	WARM HOLDING	METRO SUPER ERECTA STAINLESS STEEL 4–SHELF HEATED – SIZE PER PLAN	1
103	PIZZA OVEN	EDGE 40 TRIPPLE DECK	1
104	COLD PREP	TURBO AIR MST–72–30–N	1
105	COLD PREP	BEVERAGE AIR DP119HC	1
106	UNDERCOUNTER REF	–	1
107	BEVERAGE COUNTER	CUSTOM MILLWORK – BEVERAGE COUNTER	1
108	DOUGH ROLLER	SOMERSET CDR–2000 WITH STAINLESS STEEL STAND	1
109	REACH IN FREEZER	TURBO AIR TSF–72–SD–N	1
110	WORK TABLE	STAINLESS STEEL WITH BACK SPLASH – SIZE PER PLAN	1
111	FOOD PAN WARMER	NEMCO 6055A	1
112	CAN STORAGE	CAN RACK	1
113	WIRE SHELVING	WIRE SHELVING	PER PLAN
114	FLOUR STORAGE	FLOUR STORAGE RACK 18"X48"	1
115	HAND SINK	WALL MOUNT W/ SPLASH GUARDS	3
116	PREP SINK	STAINLESS STEEL WITH (1) 18"X18"X15" BOWL WITH ROUNDED INSIDE CORNERS W/ 1 DRAIN BD & SPLASH GUARDS	1
117	3 COMP SINK	STAINLESS STEEL WITH (3) 18"X24"X14" BOWLS WITH ROUNDED INSIDE CORNERS. 2 DRAIN BOARDS AND SPRAYER FAUCET	1
118	MOP SINK	24"X24" FLR MOUNT MOP SINK WITH MIXING FAUCET	1
119	MOP HANGER	BOBRICK B–223 DIRECTLY ABOVE MOP SINK	1
120	JAN SHELF	JANITORIAL SHELF	1
121	MIXER	GLOBE 60 QUART MIXER	1
122	WALK IN COOLER	8' X 10'	1
123	EXHAUST HOOD	92" X 86" EXHAUST HOOD	1
124	UTILITY CABINET	UTILITY CABINET FOR EXH. HOOD	1
125	COUNTER	CUSTOM MILLWORK	1
126	OFFICE DESK	CUSTOM DESK AND SHELVES	1
127	WALL MOUNT SHELVES	REFER TO INT. ELEVATIONS	PER PLAN
128	REACH IN REF.	TURBOAIR TSR23FD	1
129	WIRE RACK	SHELVING UNIT	1
130	MENU TV	BY OWNER. RECESSED IN NICHE & FRAMED ABOVE BEER COOLER	1
131	POS	BY OWNER	3
132	HOT PLATE	NEMCO 6310–1	1
133	CO2	CO2 TANK	1
134	BEER COOLER	BEVERAGE AIR DD72HC–1–B	1
135	DUMP SINK		1
136	TRASH CAN		1
137	DRYING RACK	CLEAN DISH DRYING RACK ON CASTERS	1
138	BAG–N–BOX		1
139	STORAGE	ADDITIONAL STORAGE FOR BAG–N–BOX	1
140	DISHWASHER		1
141	CLEAN DISH TABLE	30" X 30"	1
142	WINE & BEER MENU	DIGITAL MENU RECESSED IN WALL	1
143	DRY STORAGE	WIRE RACK	2
144	SPECIALS MENU	CHALK BOARD	1
145	BEVERAGE DISPENSER		1
146	ICE MAKER	NUGGET ICE MAKER ON TOP OF BEVERAGE DISPENSER	1
147	TEA BREWER		1
ALL FOOD EQUIPMENT SHALL BE COMMERCIAL GRADE NSF, ETL CERTIFIED FOR SANITATION.			



1. FIXTURE & EQUIPMENT PLAN

¼"= 1'-0"

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

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1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

Project No.

Dwg. Name

Fixture & Equipment Plan

Dwg. No.

A2.2

FINISH LEGEND

LABEL	DESCRPTION	SPECIFICATION	COLOR
FLOORING			
CONC-1	POLISHED CONCRETE	POLISH CONCRETE TO LEVEL 4 HIGH POLISH (DIAMOND 1500 GRIT WET METHOD) AND SEAL	CLEAR
FL-1	ECO GRIP	SLIP RESISTANT COMMERCIAL KITCHEN SHEET FLOORING. TERMINATE 6" UP WALLS OVER WALL FINISH WITH COVE CORNER.	GRAY
T-1	PORCELAIN TILE	ADESSI UPTOWN NIGHT HEXAGON MATTE 9X11. GROUT: MAYPI SILVER 27	GRAY
WALL COVERING			
T-2	CERAMIC SUBWAY TILE	4X16 GLOSSY WHITE CERAMIC TILE. GROUT: ⅛" MAYPI SILVER 27	WHITE
T-3	PORCELAIN TILE	ADESSI BAYONA DECO II 8X8. GROUT: ⅛" MAYPI SILVER 27	WHITE
P-1	PAINT	GYP. BD., TAPE & FLOAT, 1 COAT PRIMER, 2 COATS PAINT: SATIN	CUSTOM GRAY
P-2	PAINT	GYP. BD., TAPE & FLOAT, 1 COAT PRIMER, 2 COATS PAINT: SATIN	SW7068 GRIZZLE GRAY
P-3	PAINT	GYP. BD., TAPE & FLOAT, 1 COAT PRIMER, 2 COATS PAINT: SEMI GLOSS	SW7004 SNOWBOUND WHITE
P-4	PAINT	1 COAT PRIMER, 2 COATS PAINT: MATTE. PAINT ALL EXPOSED COMPONENTS BELOW THE ROOF (STRUCTURAL MEMBERS, DECKING, CONDUITS, PLUMBING LINES), EXCEPT STAINLESS STEEL OR GALVANIZED HVAC DUCTS.	SW7048 URBAN BRONZE
P-5	PAINT	GYP. BD., TAPE & FLOAT, 1 COAT PRIMER, 2 COATS PAINT: SATIN	SW7048 URBAN BRONZE
BR-1	THIN BRICK	THIN BRICK OVER CEMENT BOARD. CHEROKEE BRICK CHICAGO USED – BLUE. LIGHT GRAY MORTAR, UNIFORM JOINTS NOT TO EXCEED ½". MESSY LOOK.	
WD-1	WOOD PLANK	MALIBU WIDE PLANK FRENCH OAK ROCKAWAY ENGINEERED WOOD FLOORING TO BE USED ON WALL. MITERED AT 45° AT CORNERS. USE MATCHING EDGE TRIM AT CORNERS AND TERMINATIONS	ROCKAWAY
FRP	FIBER REINFORCED PANELS	FRP SYSTEM WITH CORNER, END AND EDGES STRIPS. MARLITE P-100 PEBBLE SURFACE. FULL WALL HEIGHT.	WHITE
SS	STAINLESS STEEL	STAINLESS STEEL SHEET APPLIANCE POLISH FINISH	–
MTL-1	METAL PANELS	16 GAUGE BLACKENED HOT ROLLED STEEL (4'X10' SHEETS). CLEAN & SEAL WITH CLEAR COAT METAL PROTECTION (KBS CLEAR COAT OR EQUAL) PRIOR TO INSTALLATION. CUT PANELS TO FIT AS REQUIRED. EQUAL PANELS FOR EACH RUN WITH A MINIMUM LENGTH 8'. SECURE WITH COUNTERSUNK SCREWS AROUND PERIMETERS INTO WALL FRAMING, AND LIQUID FASTENER THE REST OF THE SURFACE. COVER PERIMETER SCREWS WITH METAL EDGE STRIPS. REFER TO 13/A3.1.	
MTL-2	METAL CORNERS	14 GAUGE 1½"X1½" BLACK METAL ANGLES. SECURE USING ADHESIVE CAULK TO OUTSIDE CORNERS OF WALLS IN PUBLIC AREAS. SEAL LIKE MTL-1	
B-1	WOOD BASE	1X4 WOOD BASE, STAINED: WEATHERED TEAK	SW3134
B-2	METAL BASE	4" BLACK METAL WALL BASE. RE 13/A3.1. SEAL LIKE MTL-1	BLACK
B-3	COVE BASE	WRAP SHEET FLOORING UP WALL TO 6" AFF WITH COVE CORNER	GRAY
CEILING			
CT-1	CEILING GRID AND TILE	2X4 SUSPENDED CEILING GRID WITH VINYL FACED GYPSUM CORE CEILING TILE. CLIMAPLUS #3270	WHITE
OTHER			
GR-1	SOLID SURFACE	WILSONART QUARTZ Q4033 MARBLE FALLS. 1½" SQUARE EDGE WITH EASED CORNERS	MARBLE FALLS
TS-1	TRANSITION STRIP	JOHNSONITE #CE-76-C WITH METAL TRACK #MT-00-A. TRANSITION FROM CONCRETE TO ECO GRIP.	
TS-2	TRANSITION STRIP	BLACK METAL TRANSITION STRIP FROM CONCRETE TO TILE.	

1. FINISH PLAN

¼"=1'-0"

FINISH MATERIALS NOTE:

INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E 84. INTERIOR FINISH MATERIALS SHALL MEET OR EXCEED CLASS C FLAME SPREAD AND SMOKE-DEVELOPED INDEXES.

CLASS A: FLAME SPREAD 0-25; SMOKE-DEVELOPED 0-450.
CLASS B: FLAME SPREAD 26-75; SMOKE-DEVELOPED 0-450.
CLASS C: FLAME SPREAD 76-200; SMOKE-DEVELOPED 0-450.

INTERIOR FLOOR FINISH AND FLOOR COVERING MATERIALS SHALL BE CLASS II AS CLASSIFIED IN ACCORDANCE WITH NFPA 253.

CLASS I, 0.45 WATTS/CM2 OR GREATER;
CLASS II, 0.22 WATTS/CM2 OR GREATER.

FINISH NOTES:

1. FINISH DOORS ON SIX SIDES.
2. AT DOOR OPENINGS, LOCATE TRANSITION OF FLOORING UNDER THE CENTER OF DOOR IN THE CLOSED POSITION, SUCH THAT THERE ARE NO VISIBLE FINISH TRANSITIONS PEEKING THROUGH FROM UNDER THE DOOR.
3. WHERE FLOORING TRANSITION OCCURS AT CASED OPENINGS, LOCATE TRANSITION AT INSIDE FACE OF OPENING, UNLESS OTHERWISE NOTED.
4. PROVIDE REDUCER STRIP WHERE DISSIMILAR FLOOR SURFACES MEET; COLOR TO MATCH WALL BASE IN ROOM, UNLESS OTHERWISE NOTED.
5. WHERE A ROOM OR AREA IS SCHEDULED TO HAVE TILES ON PARTITIONS, BASE AND FLOOR, ALIGN VERTICAL JOINTS ON WALLS WITH FLOORING AND BASE JOINTS, UNLESS OTHERWISE NOTED.
6. LAY TILES WITH START POINTS AT CENTER OF THE ROOM BOTH WAYS, WITH NO TILES AT THE PERIMETER TO BE LESS THAN HALF THE WIDTH OF THE TILE, UNLESS OTHERWISE NOTED.
7. COVE BASE AT RESILIENT FLOORING, UNLESS OTHERWISE NOTED.
8. PROVIDE RESILIENT BASE FROM A CONTINUOUS ROLL.
9. REMOVE SPLATTERED PAINT AND CLEAN DIRT FROM WINDOW TRIM, SILL AND HEAD.
10. PAINT NEW AND EXISTING GYPSUM BD PARTITIONS AND WALLS IN LEVEL 4 PAINT FINISH, UNLESS OTHERWISE NOTED.
11. PAINT ACCESS DOORS/ PANELS AND BOXES TO MATCH COLOR OF ADJACENT WALL/ CEILING SURFACES, UNLESS OTHERWISE NOTED.
16. CLEANING AND RETOUCHING:
    A. CLEAN UP AS WORK PROGRESSES. AT COMPLETION OF PAINTING, REMOVE PAINT MATERIALS AND EQUIPMENT. REMOVE PAINT SPOTS AND CLEAN AREAS THOROUGHLY.
    B. RETOUCH OR REFINISH PAINTED SURFACES DAMAGED BY NEW WORK.
    C. IN AREAS WHERE THE STRUCTURE IS EXPOSED (NO CEILING), PAINT STRUCTURAL MEMBERS, INCLUDING THE UNDERSIDE OF CONCRETE OR METAL DECKING, EXPOSED PIPING AND SIMILAR ELEMENTS. PAINT COLOR AS SCHEDULED.
17. FINISHES ARE TO BE NEW THROUGHOUT, UNO AND INSTALLED PER MANUFACTURERS INSTALLATION PROCEDURES AND ADHESIVES WHERE APPLIES.
18. SUBCONTRACTOR AND MILLWORK SUBCONTRACTOR SHALL HAND SELECT WOOD & WOOD TRIM TO ENSURE MATERIAL IS FREE FROM KNOTS, WARPING, CRACKS, GOUGES, SPLITS, ROT AND IN GENERAL FREE OF DEFECTS, AND EXCELLENT VISUAL QUALITY. INSTALL MATERIAL OF THE LONGEST FRACTIONAL LENGTHS & SIZES TO MINIMIZE THE NUMBER OF JOINTS.
19. G.C. SHALL PLACE ORDERS FOR ALL FINISHES, MATERIALS FIXTURES, EQUIPMENT, ETC. AT THE START OF THE PROJECT. SUBSTITUTIONS ARE NOT ACCEPTED FOR ANY ITEMS, UNLESS NOTED OTHERWISE.
20. OWNER MUST BE INFORMED OF LEAD TIME PROBLEMS FOR MATERIALS SPECIFIED WITHIN THE FIRST TWO WEEKS OF THE PROJECT.
21. WHERE SEALED CONCRETE IS SPECIFIED, PATCH AND REPAIR ALL DEFORMATIONS IN CONCRETE. GRIND AND POLISH ALL EXPOSED CONCRETE FLOOR AREAS TO LEVEL SPECIFIED. APPLY ONE COAT OF CURING/SEALER.
22. AT TILE INSTALLATIONS, UTILIZE CAULK AND BACKER ROD AT ALL PERIMETERS AND CORNERS JOINTS FOR MOVEMENT. INSTALL PER TCA & MANUFACTURER'S RECOMMENDATIONS
23. GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS AS PER MANUFACTURERS REQUIREMENTS AND INDUSTRY STANDARDS. ALL GYPSUM BOARD SURFACES ARE TO BE FINISHED SMOOTH, UNLESS NOTED OTHERWISE. GYPSUM ASSOCIATION GA-214-96 LEVEL 4 FINISH, WITH THE FOLLOWING ADDITION; ANY READILY VISIBLE IMPERFECTIONS IN GYPSUM BOARD SURFACE SHALL BE COATED WITH JOINT COMPOUND AND/OR SKIM-COATED AS REQUIRED.

FINISH PLAN KEY NOTES:

1. PAINT SIDE WALLS IN FRONT OF COUNTER P-2 (PUBLIC SIDE).
2. REFER TO RESTROOM ELEVATIONS 8 & 9/A3.0 FOR WALL FINISHES.
3. REFER TO 11/A3.1. TYPICAL FOR ALL DINING ROOM DIVIDERS.
4. NO WOOD WALL BASE ALONG ALL WALLS FACING THE BACKS AND SIDES OF BOOTHS. INSTALL METAL WALL BASE INSTEAD. REFER TO 13/A3.1.
5. NOT USED.
6. INSTALL STAINLESS STEEL OR ALUMINUM CAP FULL HEIGHT AT ALL BACK OF HOUSE WALL ENDS.
7. INSTALL BLACK STEEL 1½"X1½" ANGLES AT ALL OUTSIDE WALL CORNERS IN PUBLIC AREAS. ANGLE HEIGHT TO BE TO CEILING AT 9' CEILINGS, OR TO 8'-0" AFF WHERE THERE IS NO CEILING.
8. INSTALL SCHLUTER JOLLY ALUMINUM STRIP AT ALL EXPOSED TILE EDGES.
9. TABLES, CHAIRS, BOOTH BENCHES AND BANQUETTES BY OWNER.
10. BANQUETTE SEATING, BY OWNER.
11. WAITING BANQUETTE, BY OWNER.

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

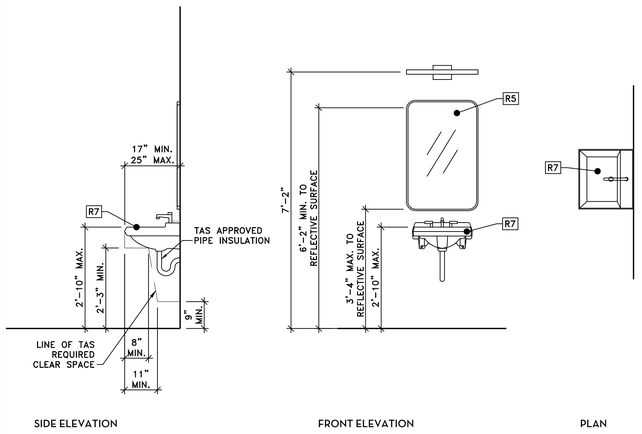
Project No.

Dwg. Name

Finish Plan & Schedules

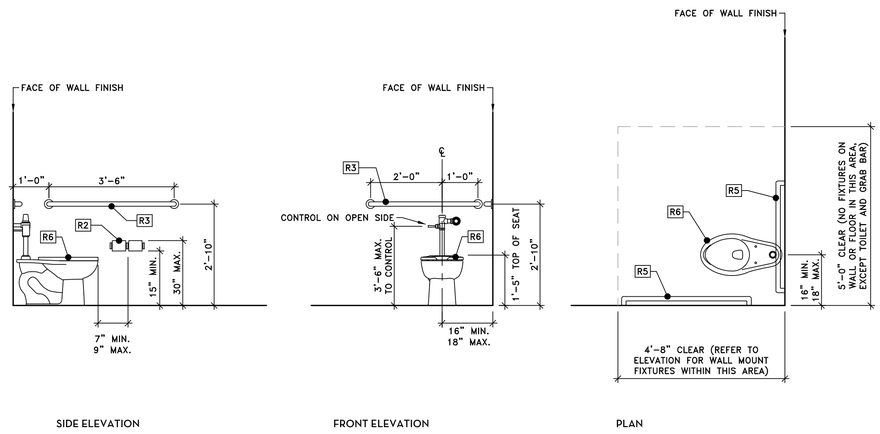
Dwg. No.

A2.3



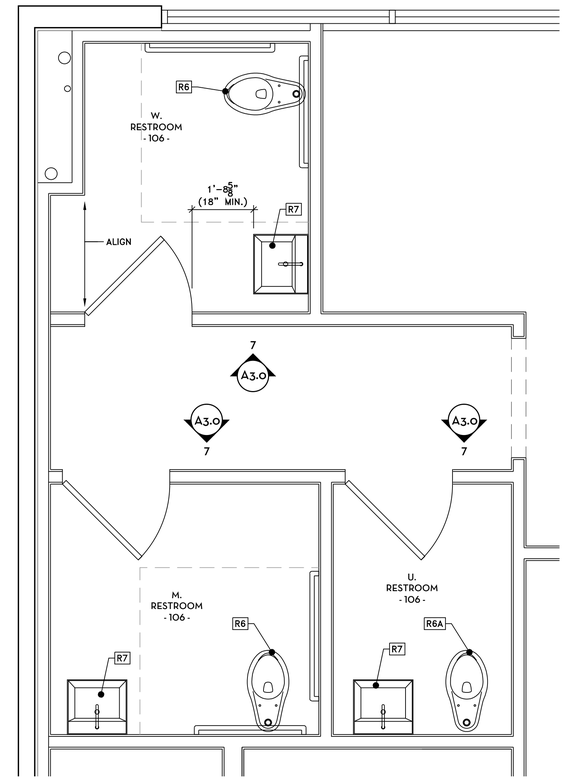
3. TYPICAL ACCESSIBLE WALL MOUNT LAVATORY

½"= 1'-0"



2. TYPICAL ACCESSIBLE WATER CLOSET

½"= 1'-0"



RESTROOM FIXTURES:

REFER TO THE DETAILS AND ELEVATIONS ON THIS SHEET FOR ALL ACCESSIBILITY REQUIREMENTS FOR FIXTURE SIZES, MOUNTING HEIGHTS, ETC...

R1. PAPER TOWEL DISPENSER. CINTAS. PROVIDED AND INSTALLED BY OWNER.
R2. TOILER PAPER DISPENSER. CINTAS. PROVIDED AND INSTALLED BY OWNER.
R3. BRUSHED STAINLESS STEEL GRAB BARS. BOBRICK B-6806. SIZE PER DRAWING.
R4. SOAP DISPENSER: CINTAS. PROVIDED AND INSTALLED BY OWNER.
R5. MIRROR: DESIGN HOUSE ISLA 36" X 24" BATHROOM MIRROR MODEL:596718-BLK.
R6. WATER CLOSET: FLOOR MOUNT ELONGATED BOWL OPEN FRONT SEAT, ADA COMPLIANT, WHITE. AUTOMATIC FLUSH CONTROLS. (NON ADA FIXTURE AT R6A).
R7. LAVATORY: AMERICAN STANDARD DECORUM 20" WALL MOUNTED BATHROOM SINK WITH EVERCLEAN SURFACE AND REAR OVERFLOW MODEL:9024001EC.020. MOEN GIBSON 1.2 GPM SINGLE HOLE BATHROOM SINK FAUCET WITH POP-UP DRAIN ASSEMBLY MODEL:6145BN.
R8. BABY CHANGING STATION. SURFACE MOUNT, STAINLESS STEEL FRONT. ADA COMPLIANT. RE 8/A3.0. PROVIDED BY OWNER, INSTALLED BY GC INTO BLOCKING WITHIN WALL.

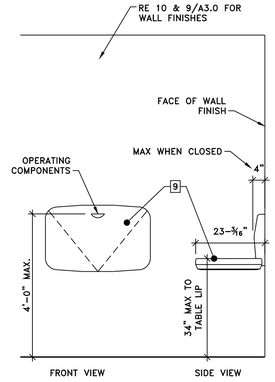
NOTE: PROVIDE BLOCKING IN WALLS FOR MOUNTING ALL ACCESSORIES. ACCESSORIES TO WITHSTAND LOADS REQUIRED BY CODES.

1. ENLARGED RESTROOM PLAN

½"= 1'-0"

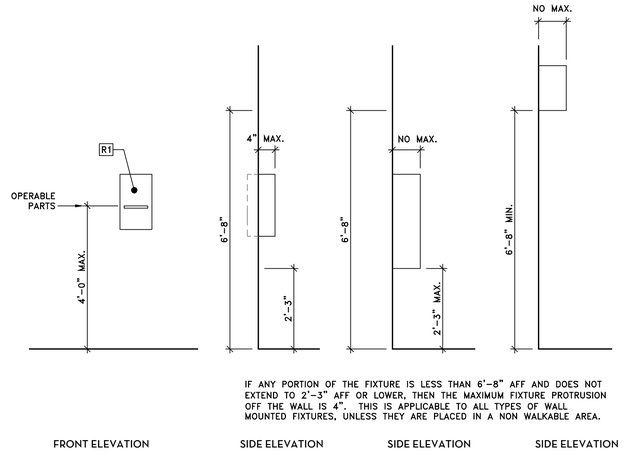
6. NOT USED

½"= 1'-0"



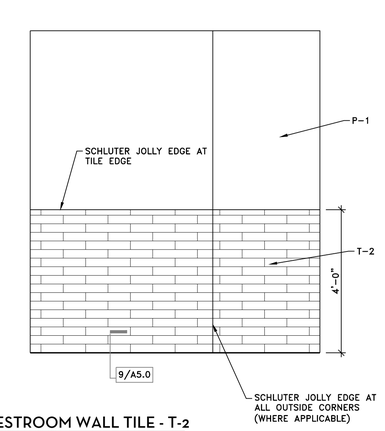
5. BABY CHANGING TABLE

½"= 1'-0"



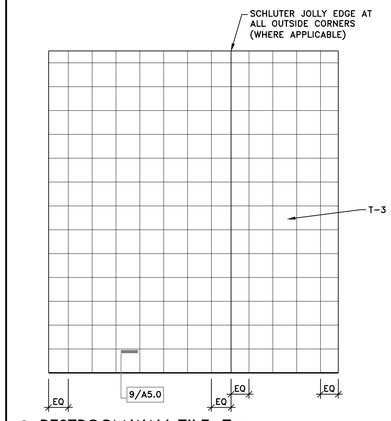
4. TYPICAL WALL MOUNT FIXTURE

½"= 1'-0"



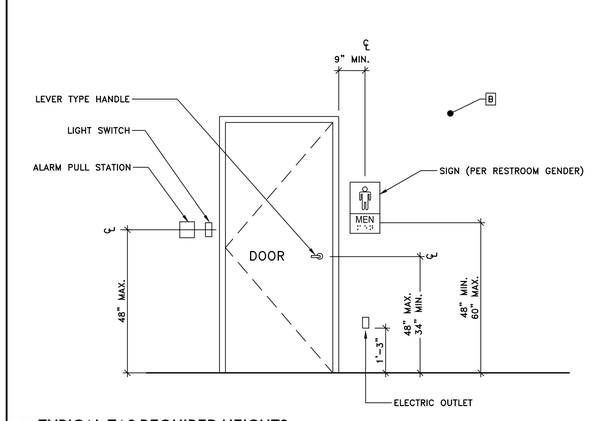
9. RESTROOM WALL TILE - T-2

½"= 1'-0"



8. RESTROOM WALL TILE - T-3

½"= 1'-0"



7. TYPICAL TAS REQUIRED HEIGHTS

½"= 1'-0"

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

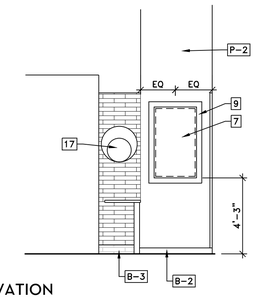
Project No.

Dwg. Name

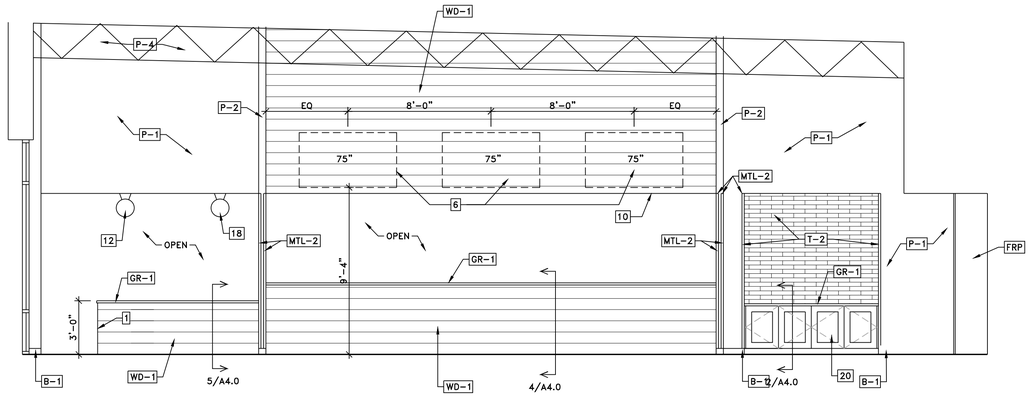
Enlarged Plans & Details

Dwg. No.

A3.0



3. INT ELEVATION
¼"= 1'-0"



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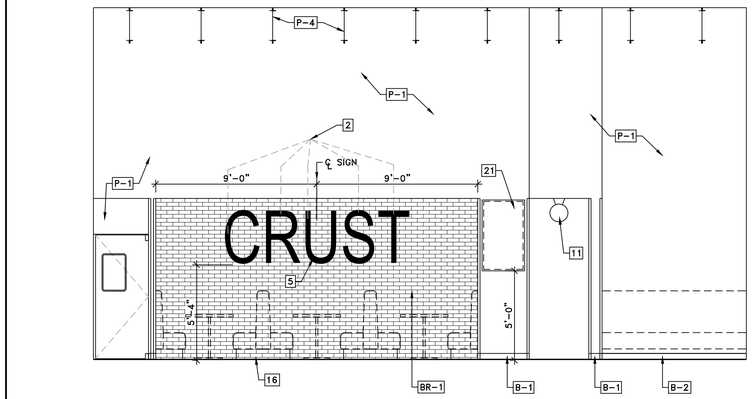

1. INT ELEVATION
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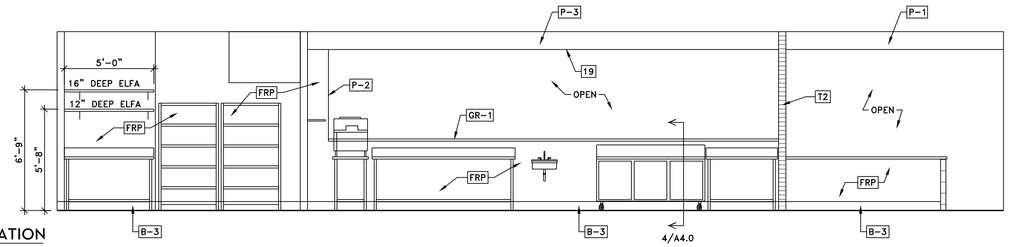

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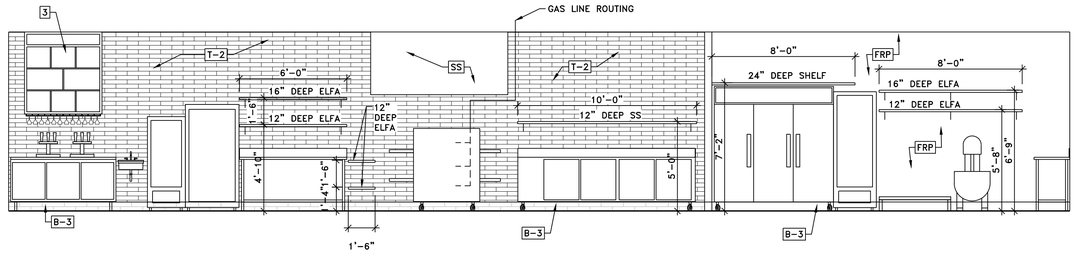

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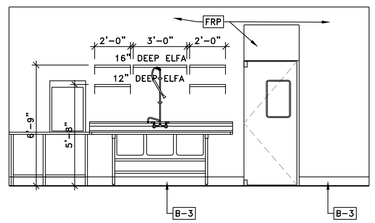

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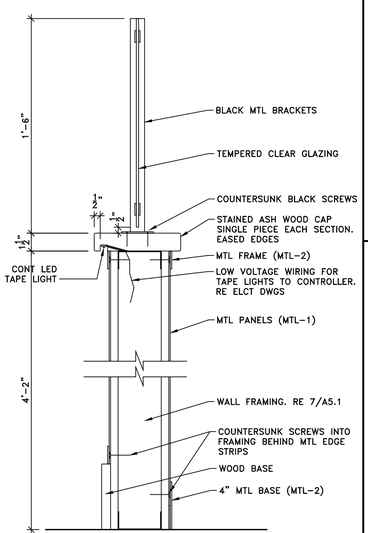
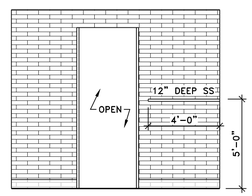
¼"= 1'-0"



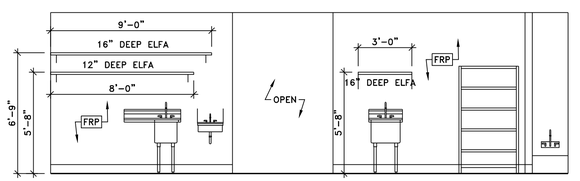
13. DETAIL
2"= 1'-0"

10. NOT USED
¼"= 1'-0"

9. NOT USED
¼"= 1'-0"

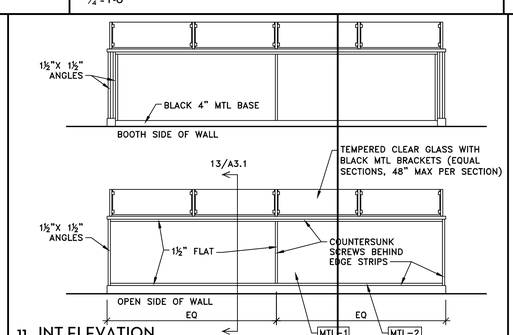


8. INT ELEVATION
¼"= 1'-0"



7. INT ELEVATION
¼"= 1'-0"

12. NOT USED
¼"= 1'-0"



11. INT ELEVATION
¼"= 1'-0"

FINISH PLAN KEY NOTES:

1. MATCH & MITER WOOD CORNERS FOR CONTINUOUS CLEAN EDGE.
2. INDIVIDUAL WIRING FOR EACH LETTER OF THE SIGN. RUN WITHIN WALL AND TO BACK OF SIGN. WIRES TO CONNECT TO POWER SOURCE ABOVE CEILING AND BE LOCATED SO IT IS ACCESSIBLE THRU GRID CEILING IN OFFICE AREA. COORDINATE WALL PENETRATION FOR WIRING FOR EACH LETTER IN THE FIELD SO PENETRATION IS HIDDEN BEHIND LETTER.
3. STAINED WOOD WINE SHELF REFER TO 6/A4.0.
4. NOT USED.
5. INDIVIDUAL LETTER SIGN, PROVIDED BY OWNER. INSTALLED BY GC.
6. WALL MOUNTED TV PROVIDED BY OWNER, INTALLED BY GC. SECURE TO BLOCKING WITHIN WALL. SIZE PER ELEVATION. LOCATE POWER SO IT IS HIDDEN BEHIND TV BUT DOES NOT INTERFERE WITH MOUNTING BRACKET.
7. DIGITAL SCREEN. CREATE NICHE IN WALL TO RECESS SCREEN SO FRONT OF SCREEN IS FLUSH WITH WALL SURFACE. NICHE TO BE 1" LARGER THAN SCREEN SIZE ON ALL SIDES. COORDINATE SIZE WITH OWNER.
8. SURFACE MOUNT DIGITAL SCREEN.
9. 1X4 STAINED WOOD FRAMES AROUND DIGITAL SCREEN NICHE AND CHALK BOARDS.
10. MITER WOOD SLATS AT EDGE.
11. "RESTROOMS" SIGN. PROVIDED BY OWNER, INSTALLED BY GC. COORDINATE WITH OWNER.
12. "ORDER HERE" SIGN. PROVIDED BY OWNER, INSTALLED BY GC. CENTER OVER COUNTER, 8" BACK FROM EDGE OF CEILING.
13. ILLUMINATED "PERFECTION" SIGN. PROVIDED BY OWNER, INSTALLED BY GC.
14. BANQUETTE SEATING.
15. APPLY OWNER SUPPLIED VINYL "CRUST PIZZA" LOGO ON THIS WALL. COORDINATE WITH OWNER.
16. NO WOOD WALL BASE WITHIN BOOTH NICHE.
17. PAN SIZE DISPLAY PROVIDED BY OWNER, INSTALLED BY GC. HANG ON WALL WITH CONCEALED FASTENERS.
18. "TO GO" ORDER SIGN. PROVIDED BY OWNER, INSTALLED BY GC. COORDINATE WITH OWNER.
19. INSTALL ALUMINUM EDGE STRIP AT EXPOSED EDGE OF WOOD PLANKS.
20. REFER TO 2/A4.0 FOR MILLWORK DETAILS.
21. DESSERT SIGN. PROVIDED BY OWNER, INSTALLED BY GC.
22. PRIME AND PAINT EXPOSED METAL BEAMS.
23. INSTALL FILM ON GLASS ABOVE CEILING. FILM APPROVED BY LANDLORD: LLUMAR GRAPHITE FILM 35% VISIBLE LIGHT TRANSMISSION, 6% DIFFUSE VISIBLE LIGHT REFLECTANCE, 6 PRIVACY FILM RATING, 0.006 THICKNESS VINYL.
24. EXISTING FRAMING AND INSULATION.
25. CEILING FRAMING. RE 2/A5.1. ALIGN WITH MULLION.

CRUST PIZZA Co

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Interior Build-out
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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit		02/21/2025
1	Landlord Comments	03/20/2025
1	City Comments	03/31/2025

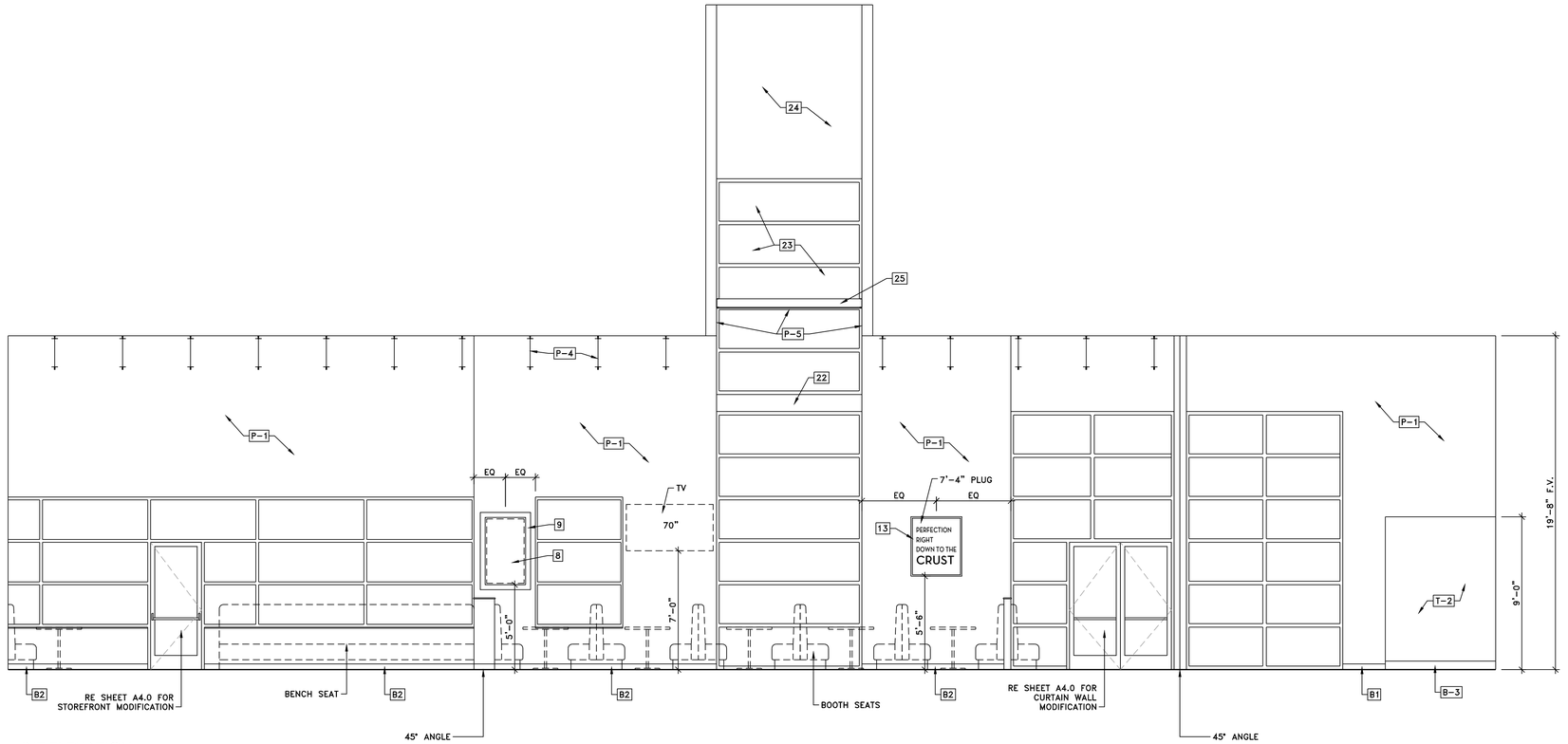
Project No.

Dwg. Name

Interior Elevations

Dwg. No.

A3.1



1. INT ELEVATION

1/4" = 1'-0"

WALL AND TO BACK OF SIGN. WIRES TO
D IT IS ACCESSIBLE THRU GRID CEILING IN
EACH LETTER IN THE FIELD SO PENETRATION IS

URE TO BLOCKING WITHIN WALL. SIZE PER
S NOT INTERFERE WITH MOUNTING BRACKET.
FRONT OF SCREEN IS FLUSH WITH WALL
SIDES. COORDINATE SIZE WITH OWNER.

CHALK BOARDS.

ORDINATE WITH OWNER.
NTER OVER COUNTER, 8" BACK FROM EDGE OF

D BY GC.

LL. COORDINATE WITH OWNER.

G ON WALL WITH CONCEALED FASTENERS.
COORDINATE WITH OWNER.
NKS.

23. INSTALL FILM ON GLASS ABOVE CEILING. FILM APPROVED BY LANDLORD: LLUMAR GRAPHITE FILM 35% VISIBLE LIGHT TRANSMISSION, 6% DIFFUSE VISIBLE LIGHT REFLECTANCE, 6 PRIVACY FILM RATING, 0.006 THICKNESS VINYL.
24. EXISTING FRAMING AND INSULATION.
25. CEILING FRAMING. RE 2/A5.1. ALIGN WITH MULLION.

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REGISTERED ARCHITECT
SHAWN KASHOU
20309
STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

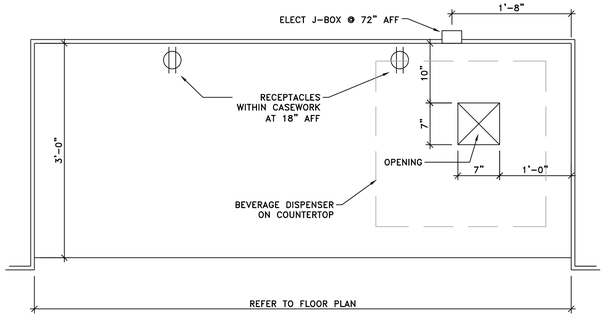
Project No.

Dwg. Name

Interior Elevations

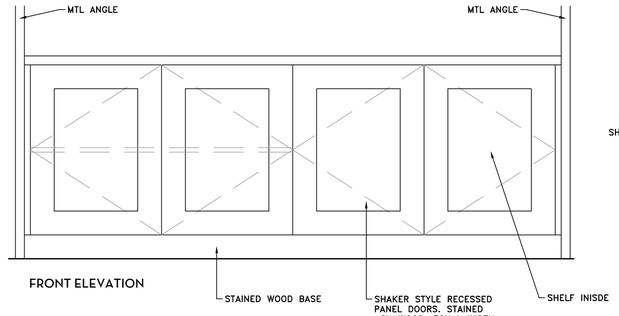
Dwg. No.

A3.2

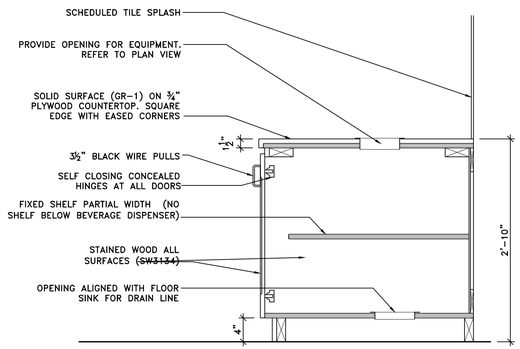


PLAN

CASEWORK BODY SHALL BE FINISH GRADE ASH SOLID WOOD OR PLYWOOD TO BE STAINED AT ALL EXPOSED SURFACES OUTSIDE AND WITHIN CABINETS. PARTICLE BOARD OR MDF IS NOT ALLOWED.



FRONT ELEVATION



SECTION

2. MILLWORK DETAIL

1"= 1'-0"

DOOR SCHEDULE							
NO.	SIZE (WXH)	DESCRIPTION	TYPE	FRAME	HARDWARE SET	FINISH	GLAZING
1	6'-0" X 7'-6"	ALUMINUM STOREFRONT – FIELD VERIFY HEIGHT	D1	ALUM.	H1	ALUM.	SAFETY
2	3'-0" X 7'-6"	ALUMINUM STOREFRONT – FIELD VERIFY HEIGHT	D1	ALUM.	H2	ALUM.	SAFETY
3, 4, 5	3'-0" X 7'-0"	WOOD RECESSED PANEL STAINED WOOD DOOR	D2	BLACK ALUM.	H3	SW3134	–
6	3'-0" X 7'-0"	COMMERCIAL KITCHEN DOUBLE ACTING DOOR	D4	ALUM.	H6	ALUM.	SAFETY
7	3'-0" X 7'-0"	WOOD RECESSED PANEL STAINED WOOD DOOR	D2	BLACK ALUM.	H4	SW3134	–
8	3'-0" X 7'-0"	EXISTING METAL DOOR. PAINT INTERIOR & FRAME.	D3	HM	H5	PAINT	–
9	3'-0" X 7'-0"	EQUIPMENT DOOR	–	–	–	MTL	–

DOOR HARDWARE:

H1 HARDWARE TO MATCH BUILDING STANDARD.
- PUSH & PULL BARS.
- HINGES.
- HEAVY DUTY AUTOMATIC CLOSER.
- KEY LOCK WITH LOCK INDICATOR.
- WEATHERSTRIPPING, ADA COMPLIANT ALUM. THRESHOLD.
- 1" BLACK LETTERS ON THE INTERIOR OF THE GLASS TO READ: "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED".

H2 HARDWARE TO MATCH BUILDING STANDARD.
- PUSH & PULL BARS.
- HINGES.
- HEAVY DUTY AUTOMATIC CLOSER.
- WEATHERSTRIPPING, ADA COMPLIANT ALUM. THRESHOLD.
- PANIC HARDWARE.

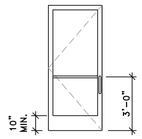
H3 HARDWARE FINISH TO BE BLACK.
- PUSH / PULL SET. ¾"ø WITH 4"X16" PLATES AND 6" CTC. STAINLESS STEEL WITH SATIN BLACK POWDER COAT.
- ONE SIDED THUMBTURN DEADBOLT WITH OCCUPANCY INDICATOR AND EMERGENCY RELEASE KEY. BLACK FINISH.
- HINGES.
- AUTOMATIC CLOSER.

H4 HARDWARE FINISH TO BE BLACK.
- LEVER HANDLES WITH OFFICE LOCK.
- HINGES.
- CONCAVE WALL MOUNT DOOR STOP SECURED TO BLOCKING WITHIN WALL.

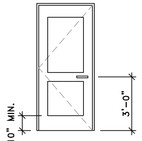
H5 VERIFY EXISTING HARDWARE AND UPDATE AS REQUIRED PER SCHEDULE.
- LEVER HANDLES WITH KEY LOCK.
- HINGES.
- AUTOMATIC CLOSER.
- WEATHER STRIPPING.
- ADA COMPLIANT THRESHOLD.

H6
- SELF CLOSING DOUBLE ACTING PIVOT HINGES BY DOOR MANUFACTURER.

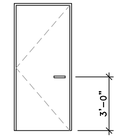
DOOR TYPES:



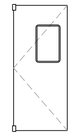
D1
- ALUM. STOREFRONT DOOR. MATCH BUILDING STANDARD.
- SAFETY GLAZING



D2
- RECESSED 2 PANEL SHAKER STYLE STAINED WOOD DOOR.
- BLACK ALUM. FRAME



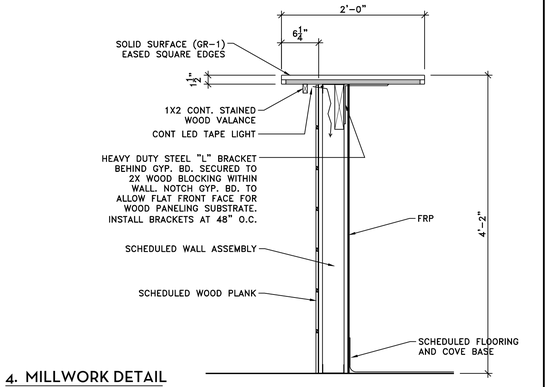
D3
- METAL DOOR.
- HM FRAME



D4
- DBL ACTING ALUM DOOR
- SAFETY GLAZING

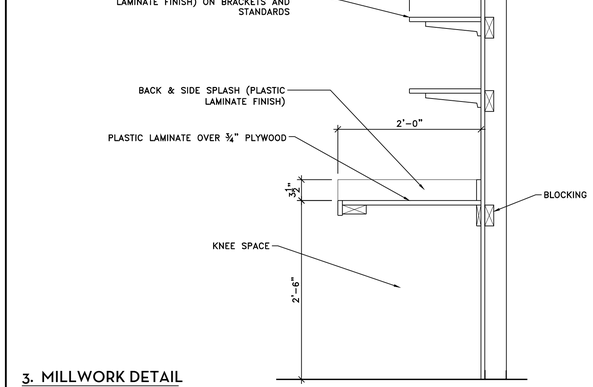
1. DOOR SCHEDULE

¼"= 1'-0"



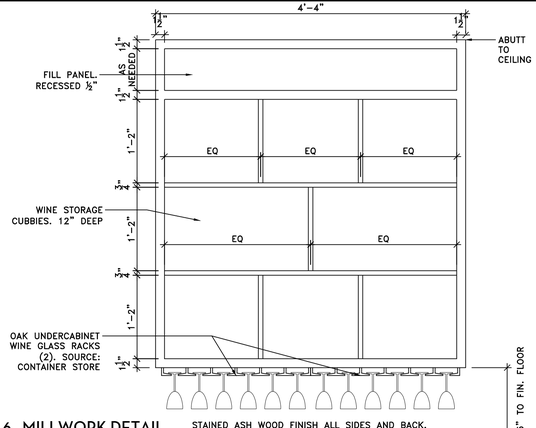
4. MILLWORK DETAIL

1"= 1'-0"



3. MILLWORK DETAIL

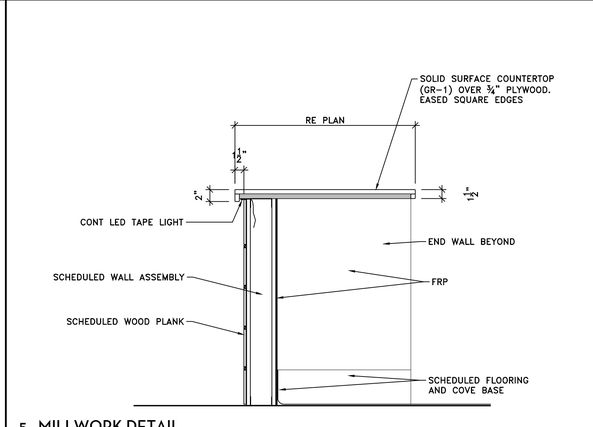
1"= 1'-0"



6. MILLWORK DETAIL

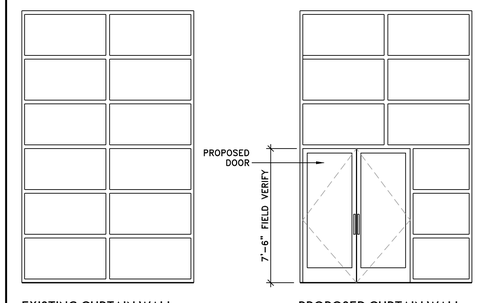
1"= 1'-0"

STAINED ASH WOOD FINISH ALL SIDES AND BACK. INSTALL ON TILE WALL ABOVE BEER KEGORATOR



5. MILLWORK DETAIL

1"= 1'-0"

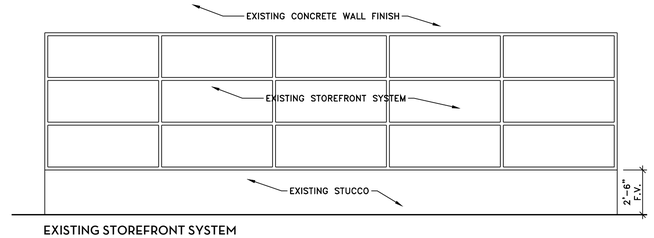


EXISTING CURTAIN WALL — PROPOSED CURTAIN WALL

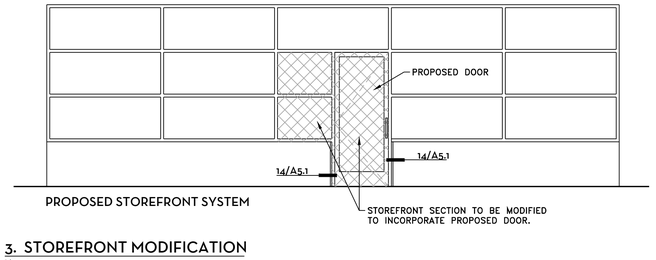
GC TO FIELD VERIFY MEASUREMENTS AND TO CONTRACT ORIGINAL CURTAINWALL SYSTEM INSTALLER TO RE-BUILD CURTAIN WITH THE PROPOSED MODIFICATIONS

2. CURTAIN WALL MODIFICATION

¼"= 1'-0"



EXISTING STOREFRONT SYSTEM



PROPOSED STOREFRONT SYSTEM

3. STOREFRONT MODIFICATION

½"= 1'-0"

CRUST PIZZA CO

Crust Pizza
Interior Build-out
813 Cibolo Valley Dr Suite 170, Cibolo, TX 78108

KASHOU architecture
www.kashou.com
Shawn Kashou, AIA
20710 Shadow Mill Ct
Katy, Texas 77450
Tel: 713 . 965 4470

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

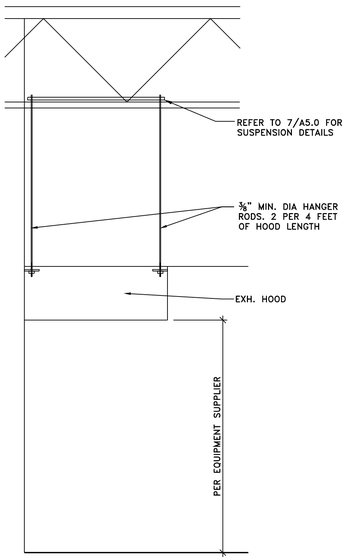
Project No.

Dwg. Name

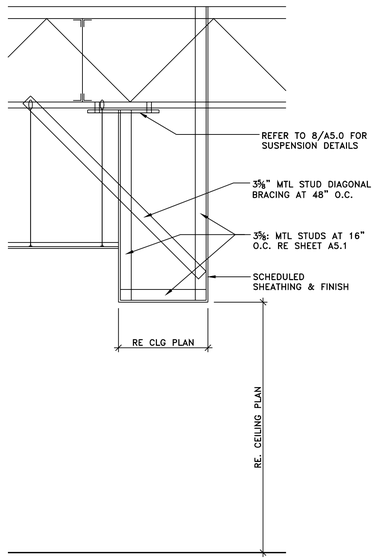
Door Schedule, Millwork Det.

Dwg. No.

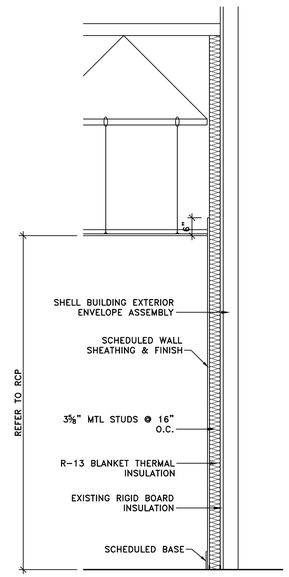
A4.0



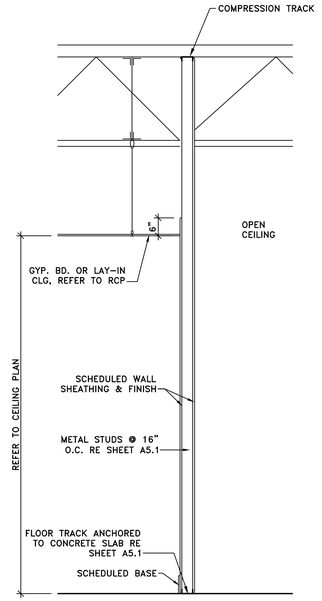
6. HOOD SUSPENSION DETAIL
½"= 1'-0"



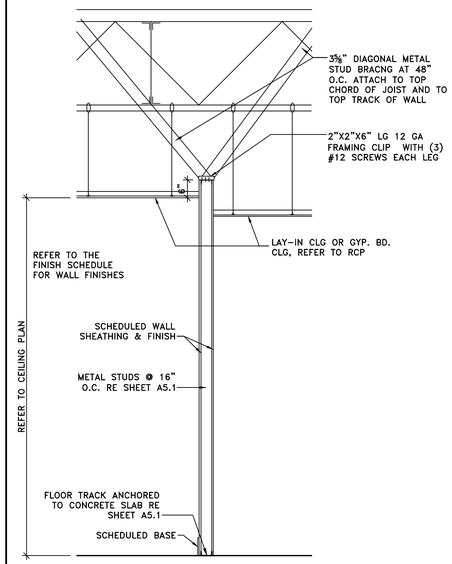
5. WALL SECTION
½"= 1'-0"



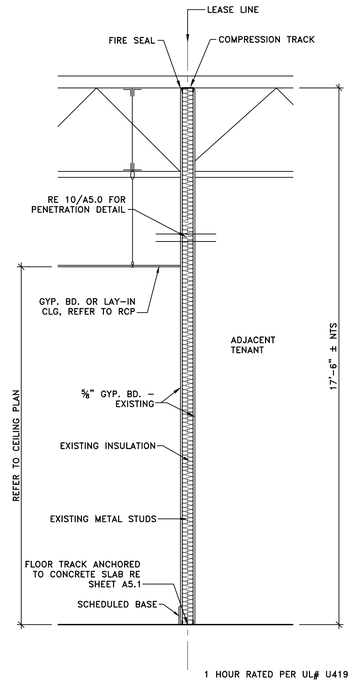
4. WALL SECTION
½"= 1'-0"



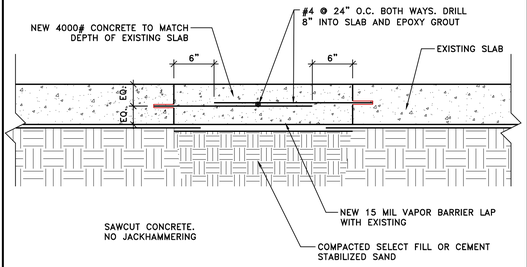
3. WALL SECTION
½"= 1'-0"



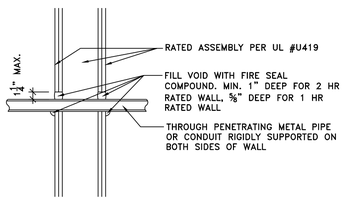
2. WALL SECTION
½"= 1'-0"



1. WALL SECTION
½"= 1'-0"

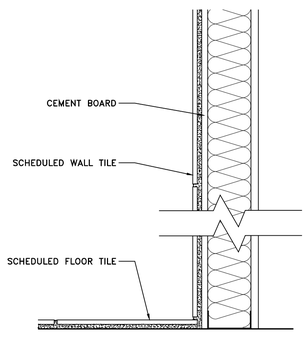


11. TRENCH FILL DETAIL
1"= 1'-0"

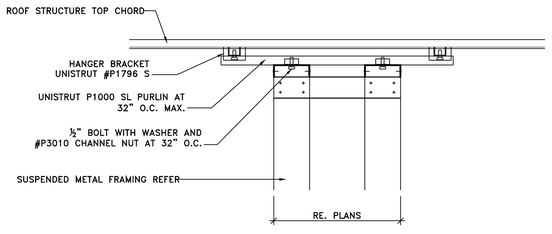


PENETRATION DETAIL PER UL DESIGN #W-L-1098

10. RATED WALL PENETRATION DETAIL
1"= 1'-0"

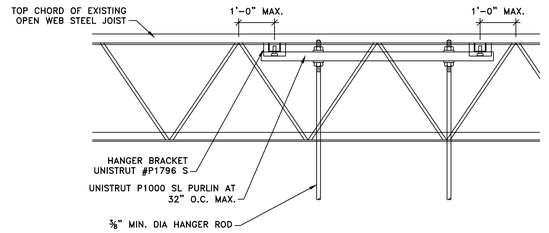


9. TILE FLOOR / TILE WAINSCOT DETAIL
1"= 1'-0"



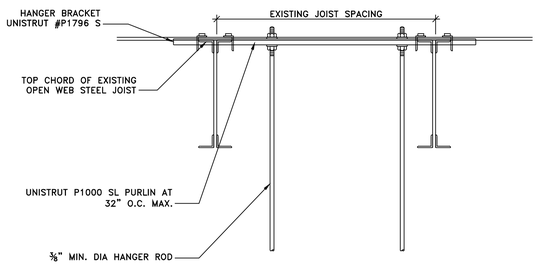
FRAMING LENGTH IS PERPENDICULAR TO JOISTS

8. NON-STRUCTURAL CFMF SUSPENSION FROM STRUCTURE DETAIL
½"= 1'-0"



FIXTURE LENGTH IS PERPENDICULAR TO JOISTS

PROVIDE REINFORCING AS REQUIRED FOR CONCENTRATED LOADS PER SHELL BUILDING STRUCTURAL PLANS



FIXTURE LENGTH IS PARALLEL TO JOISTS

7. EQUIPMENT HANGING ROD SUSPENSION DETAIL
½"= 1'-0"

CRUST PIZZA CO

Crust Pizza
Interior Build-out
813 Cibolo Valley Dr Suite 170, Cibolo, TX 78108

KASHOU architecture
www.kashou.com

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

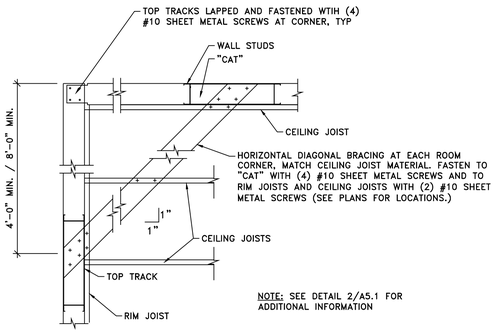
Project No.

Dwg. Name

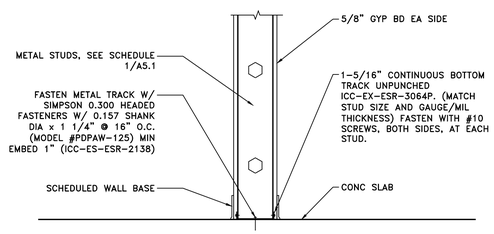
Wall Assemblies, Details

Dwg. No.

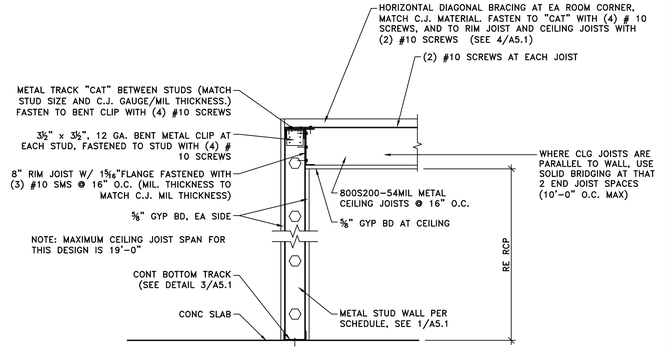
A5.0



4. PARTITION CORNER DETAIL - PLAN VIEW
NTS



3. PARTITION DETAIL @ FLOOR
NTS



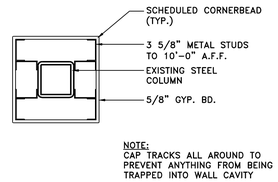
2. PARTITION / CEILING DETAIL
NTS

STUD SCHEDULE		
H= HEIGHT BETWEEN SUPPORTS	SSMA/INTERIOR STEEL STUD SIZE & SPACING (5 PSF)	REMARK
UP TO 10'-0"	250S162-33MIL @ 16" O.C.	fy = 33 KSI
UP TO 12'-0"	250S200-33MIL @ 16" O.C.	fy = 33 KSI
UP TO 15'-0"	362S200-33MIL @ 16" O.C.	fy = 33 KSI
	362S162-43MIL @ 16" O.C.	fy = 33 KSI
15'-0" TO 20'-0"	362S200-43MIL @ 12" O.C.	fy = 33 KSI
	362S250-54MIL @ 16" O.C.	fy = 33 KSI
	600S162-33MIL @ 16" O.C.	fy = 33 KSI
20'-0" TO 25'-0"	600S200-43MIL @ 16" O.C.	fy = 33 KSI
NOTE: WEB STIFFENERS ARE REQUIRED @ BOTH ENDS		

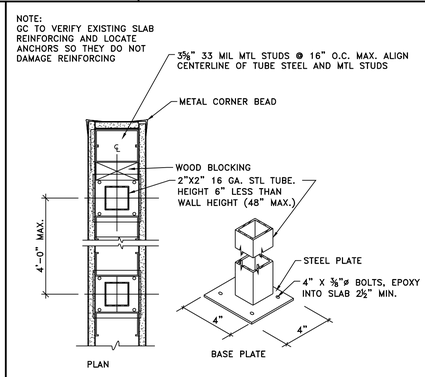
1. METAL STUDS AND JOISTS SHOWN ON THE DRAWINGS HAVE BEEN SPECIFIED USING AISI STANDARD DESIGNATIONS.
2. DESIGN, FABRICATION AND ERECTION SHALL CONFORM TO AISI "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS", LATEST EDITION.
3. GALVANIZED MATERIAL:
   - 3.1. ALL GALVANIZED STUDS, JOISTS AND ACCESSORIES 12, 14, AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE MINIMUM REQUIREMENTS OF ASTM A653, GRADE D WITH A MINIMUM YIELD OF 50 KSI.
   - 3.2. ALL GALVANIZED 18 AND 20 GAGE STUDS AND JOISTS, TRACK, BRIDGING, END CLOSURES AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A653, GRADE A WITH A MINIMUM YIELD OF 33 KSI.
   - 3.3. ALL GALVANIZED STUDS AND JOISTS, TRACK, BRIDGING, END CLOSURES AND ACCESSORIES SHALL BE FORMED FROM STEEL HAVING A G-60 PALVANIZED COATING MEETING THE REQUIREMENTS OF ASTM A653.
4. UNLESS NOTED, TRACKS SHALL BE THE SAME DEPTH AS STUDS OR JOISTS AND BE AN EQUAL OR THICKER GAGE THAN STUDS OR JOISTS. TRACKS SHALL BE CONNECTED TO SUPPORTS AT 16" O.C. MAXIMUM. STUDS OR JOISTS SHALL BE CONNECTED TO TRACKS AT EACH SIDE.
5. UNLESS NOTED ALL SCREWS OR PINS SHALL BE NON-CORROSIVE NO 8-18 (D=0.125") OR LARGER. (DO NOT USE STAINLESS STEEL OR COPPER COATED FASTENERS.)
6. THE QUANTITY OF STUDS AND JOISTS DISPLACED OR CUT FOR OPENING SHALL BE PLACED HALF ON EACH SIDE OF THE OPENING
7. BRIDGING FOR BEARING OR NON-LOAD BEARING WALL STUDS SHALL BE AS FOLLOWS:
   - 7.1. USE SOLID BRIDGING AT TWO END STUD SPACES AND ONE SPACE AT 10' O.C. MAX
   - 7.2. USE 1 ½" x 18 GAGE HORIZONTAL STRAP AT REMAINING SPACES AT EACH FACE OF STUD.
   - 7.3. WALLS UP TO 8' HEIGHT: ONE ROW OF BRIDGING AT MID-HEIGHT.
   - 7.4. WALLS OVER 8' HEIGHT: 4'-0" O.C. MAXIMUM SPACING.
8. BRIDGING FOR CEILING JOISTS SHALL BE AS FOLLOWS:
   - 8.1. USE SOLID BRIDGING AT TWO END JOIST SPACES AND ONE SPACE AT 10' O.C. MAX.
   - 8.2. USE 2" WIDE x 16 GAGE STRAP AT REMAINING SPACES AT TOP AND BOTTOM.
   - 8.3. NUMBER OF ROWS SHALL BE NONE FOR 0' TO 7' SPAN, ONE FOR 7' TO 14', TWO FOR 14' TO 20' AND THREE FOR 20' TO 26'.

CEILING JOIST DESIGN LOADS:
DEAD LOAD: 6 PSF
LIVE LOAD: 20 PSF
TOTAL LOAD: 26 PSF

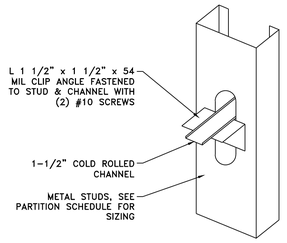
1. NON-STRUCTURAL COLD FORM METAL FRAMING NOTES
NTS



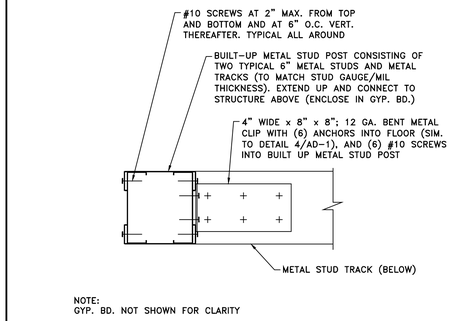
8. COLUMN WRAP DETAIL
NTS



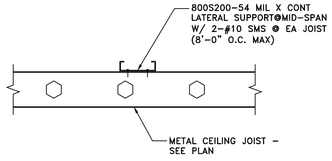
7. LOW PARTITION W/ STEEL TUBE DETAIL
NTS



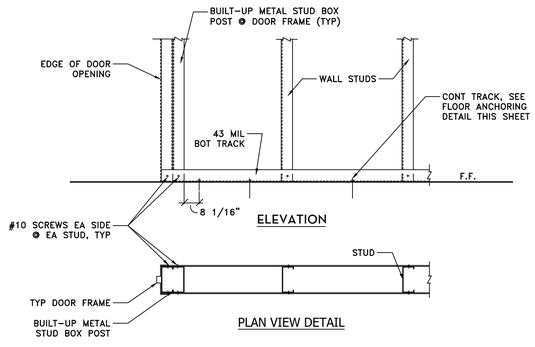
6. MTL STUD BRIDGING DETAIL
NTS



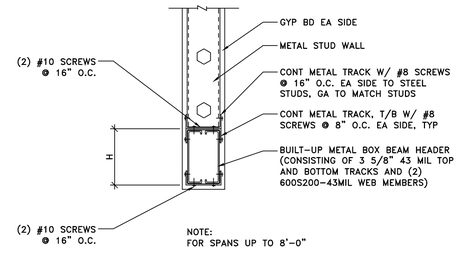
5. BUILT UP MTL POST DETAIL
NTS



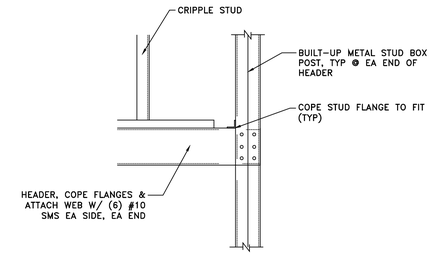
12. CJ LATERAL BRACE DETAIL
NTS



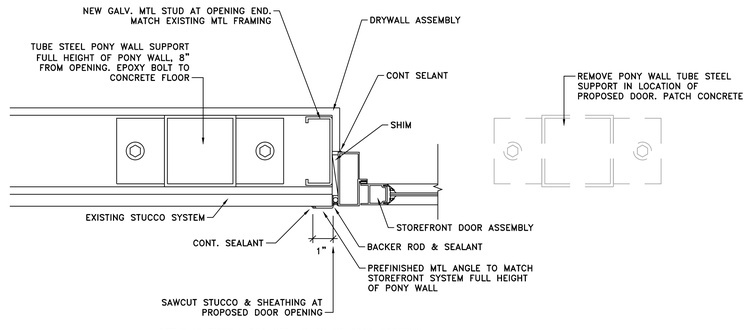
11. JAMB BASE DETAIL
NTS



10. BOX BEAM HEADER DETAIL
NTS



9. HEADER / JAMB CONNECTION DETAIL
NTS



14. PONY WALL SECTION @ STOREFRONT MODIFICATION
NTS

13. NOT USED
NTS

CRUST PIZZA Co

Crust Pizza
Interior Build-out
813 Cibolo Valley Dr Suite 170, Cibolo, TX 78108

KASHOU architecture
www.kashou.com
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20710 Shadow Mill Ct
Katy, Texas 77450
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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

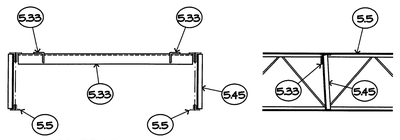
Project No.

Dwg. Name

Non Structural framing details

Dwg. No.

A5.1



OO- RTU and Opening Details

Coordinate RTU locations with architectural / MEP drawings.
Maximum RTU weight = 2,000 lbs.

FOR REFERENCE FROM SHELL BUILDING STRUCTURAL PLAN. RTU REINFORCEMENT DETAILS

Keynotes

2.1) Select structural compacted fill as recommended by the geotechnical engineer.

2.6) Flatwork refer to architectural.

2.9) Flowable fill as recommended by the geotechnical engineer.

2.11) 15 mil thick vapor retarder as noted by the geotechnical engineer.

3.1) 10 mil thick plastic vapor retarder, type recommended to be in contact with the soil or fill under a concrete slab, listed in ASTM 1745 Class A with a permeance less than 0.036 as determined by ASTM E96/F1249. Polyethylene is not acceptable. Install vapor retarder solidly within and below slab surface with joints lapped at least 6 inches and taped continuously with recommended pressure-sensitive tape. Extend vapor retarder down the sides of the beam trenches and terminate so that it does not extend across the trench bottom. Contractor and Architect (not structural engineer) shall verify that vapor retarder selected is compatible with proposed floor finishes.

3.2) #3 at 22 inches on center each way centered in concrete slab thickness. Extend slab reinforcing to top outside perimeter beam bar. Start slab steel spacing not more than 6 inches from top inside beam bar Add 3-#4 diagonal bars x 4' long above typical slab reinforcing at all slab interior corners. Add #3 "Z" bars at 22 inches on center where slab steps down greater than 3 inches.

3.3) Beam reinforcing shall be:

At 12" wide beams reinforce with 2- #6 continuous bars top and bottom with #3 stirrups at 18" on center.

At 18" wide beams reinforce wiht 3- #6 continuous bars top and bottom wiht #3 close ties at 18" on center

Start stirrup spacing at ends of horizontal beam bars. Lap #6 "Z" bars to horizontal bars where beam steps down greater than 3". Lap 2- #6 corner bars top and 2- #6 corner bars bottom to horizontal beam bars at all beam corners and dead end beam intersections. For beams with depth exceeding 3'-0", add #4 continuous mid-height horizontal bars at each beam face at 12" on center.

3.4) Footing reinforcing shall be #6 bars at 8" on center both ways 3" clear from bottom of footing. Footing reinforcing shall extend across the entire area of the footing, including the adjacent beam width, minus 3" all around the overall size of the footing footprint.

3.5) 3/16" wide saw cut joints. Joints shall be cut 4 to 8 hours after concrete is set and shall be a minimum of at least 1/4 of the slab thickness in depth. Reinforcement shall be continuous through sawed joints. Fill saw cuts with EUCO 700 Semi-Rigid industrial floor joint filler as manufactured by the Euclid Chemical Company. Follow manufacturers recommendations and directions for application of product.

3.6) #4 dowels x 48" long at 12" on center. Extend 24" into beam and 24" into flatwork. Bend bars as required at beam.

3.8) 1- #6 continuous top and bottom with #3 wider stirrups at 8" on center at widened grade beam. For beams with depth exceeding 3'-0", add #4 continuous mid-height horizontal bars at outer stirrup face at 12" on center.

3.18) #4 dowels x 48" long at 12" on center. Extend 24" into slab and plumbing cut out.

3.19) Plumbing leave out. Fill with sand or styrofoam, contractor's option. Sawcut out after lifting wall panels.

3.30) 5 1/2" or 7 1/4" thick tilt-up concrete wall panels. Reinforce with #4 at 12" on center each way (UNO). Place vertical reinforcing below horizontal reinforcing and chair sufficiently with 2" (5 1/2") or 3" (7 1/4") plastic chairs. See PP details.

4.90) Brick veneer - refer to architectural.

5.2) HSS column base plates shall be 12" x 12" x 3/4" with 4- 3/4" diameter HCA x 8" long.

At 6" dia. pipe column provide 8" x 8" x 1/2" thick column base plate with 4- 1/2" dia. HCA x 6" long.

5.3) Steel tube column - see plan.

5.4) Steel beam - see plan.

5.5) Steel joist - see plan.

5.6) Inverted galvanized metal roof deck as note on canopy - refer to Architect.

5.7) Metal roof deck as noted.

5.12) 2" x 3" x 1/4" angle (LLH) continuous at roof deck edge. Weld to each joist with 2" welds. At building corners bolt to wall with 5/8" diameter wedge anchors. OR weld to embedded plate in panel. Weld angle ends together with 2" x 2" x 12 x 1/4" lap plates OR splice plate x 8" long.

5.15) 1 1/2" x 1 1/2" x continuous deck angle along all edges of the roof deck. Stitch weld to each support for 2" top and bottom at 18" on center and for 4" at each end or corner.

5.16) 1/4" thick HSS column or beam cap plate.

5.20) Angle "K" at all panel ends and at each side of openings. Provide shims as required to plumb wall. Weld Angle "K" to embedded bearing plate in foundation with 1/2" thick x 1 1/2" tall x 6" long jumper plate. Embedded bearing plate shall be 6" x 10" x 1/2" thick with 2- 1/2" diameter HCA x 6" long. provide a single emdded bearing plate per each Angle "K". Solidly grout between panel and foundation lug and fill lug to finish floor.

5.25) Angle "J" at centerline of each joist in 5" deep x 1/2" wide x joist seat depth +1 1/2" high pocket.

5.26) Plate "B" at each joist seat bearing (at each side of panel joint location where joist occurs.)

5.28) Plate "C1" at canopy roof purlin location.

5.33) 4" x 4" x 3/8" angle support at weight locations for roof mounted equipment. All equipment shall be mounted over a minimum of 2 joists.

5.34) 3" x 3" x 1/4" angle frame at edge of roof deck penetrations to provide firm support for roof deck.

5.35) Steel joist girder - see plan.

5.37) 8" x 14" x 1/2" thick column cap plate with 3/8" thick stiffener plate welded continuously to both sides column. Bolt girder to plate with 2 -3/4" diameter high strength bolts.

5.45) Additional 2" x 2" x 1/4" angle joist web at opening/support angle locations. Angle the steel support so that it lines up with the steel angle noted in Keynote 5.33 and the bottom chord panel point (web 'V') as shown.

5.46) Canopy fascia framing - see plan. Miter cut at ends and weld continuous to supporting beams and at corners.

5.53) Signage support assembly:
4" x 4" x 1/4" HSS support brace returning to panel with 1/2" thick end cap plate with a 3/4" diameter through bolt. Provide 1/4" thick end cap plate. Weld bolt head to inside of brace assembly. Provide 1/2" thick washer plate and bolt as detailed. Refer to Architect for quantity and location.

5.55) 2" x 2" x 3/8" angle x 11" long for Angle "J" attachment or 1'-3" long for Angle "E" attachment. Weld continuous at top and bottom to face of embedded angles.

As an option - weld 2" x 2" x 3/8" angle x panel width long welded continuous at top and bottom to face of each Angle "J" as a fabricated assembly in lieu of an 11" or 1'-3" long angle at each Angle "J" or "E".

5.58) Canopy roof framing - see plan. Welded continuously all around.

5.61) 8" diameter x 3/8" thick plate with 1" diameter hole in center for electrical. Caulk all around wall.

5.62) 6" diameter pipe column canopy support brace. Weld continuously to column and beam.

5.64) 1/2" thick plate as detailed. Bolt to panel with 2- 3/4" diameter expansion anchors on one side as detailed with two (2) faux bolt heads on the other side for matching look on each side of beam. Caulk/seal/waterproof between panel and plate as noted by architect.

5.65) Flat "F" at canopy purlins locatins.

5.73) 5" x 5" x 5/16" angle brick ledger continuous welded continuous.

5.74) Plate "F" at ledger angle location and a maximum of 5' on center. Weld angle to Plate "F" at top and bottom continuous.

5.77) Metal roof S-deck as noted over canopy framing - refer to Architectural plans for specific locations.

5.78) HSS 2" x 2" x 3/16" steel tube support at mid-span of metal deck welded all around to canopy frame at both ends.

5.79) 6" diameter pipe horizontal brace - refer to Architectural plans for locations.

9.1) Metal stud wall - refer to architectural.

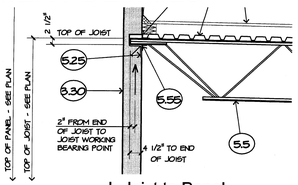
9.2) Exterior finish - refer to Architectural.

9.3) 4" CMU block wall - refer to architectural.

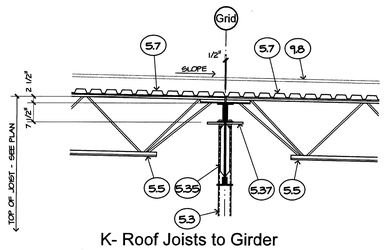
9.4) Breeze block veneer - refer to architectural.

9.6) Store front - refer to Architectural.

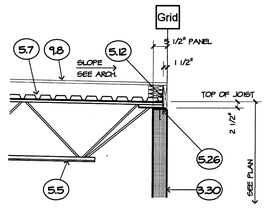
9.8) Architectural roof system - refer to Architectural.



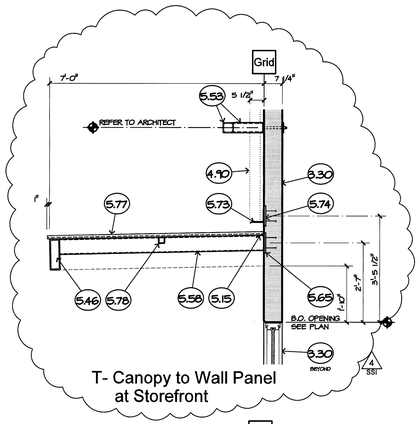
J- Joist to Panel
●5 1/2" THICK PANEL AT SIM.



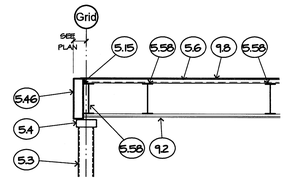
K- Roof Joists to Girder



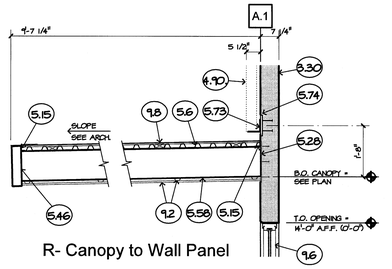
L- Roof Joist to Wall Panel



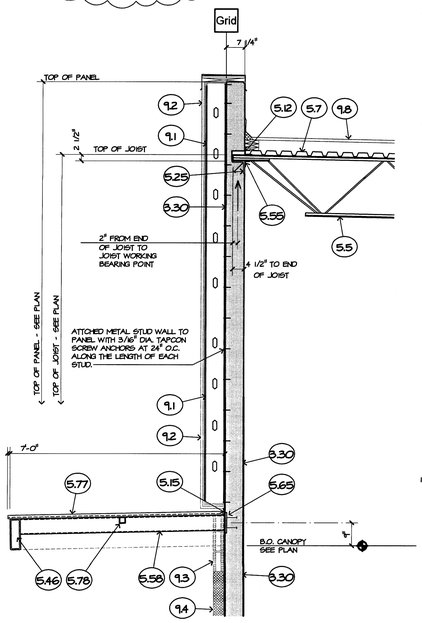
T- Canopy to Wall Panel at Storefront



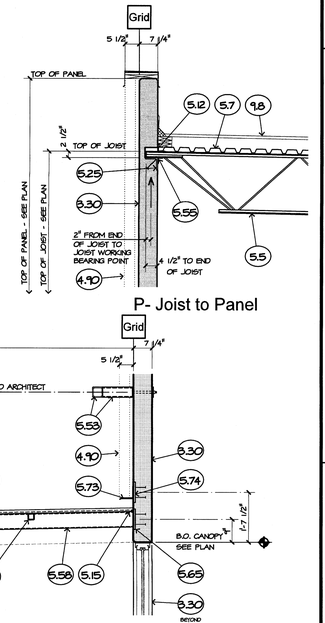
S- Roof Deck to Beam



R- Canopy to Wall Panel

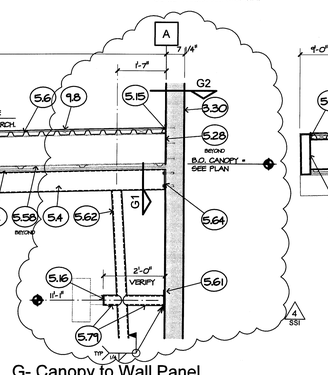


M- Canopy to Wall Panel

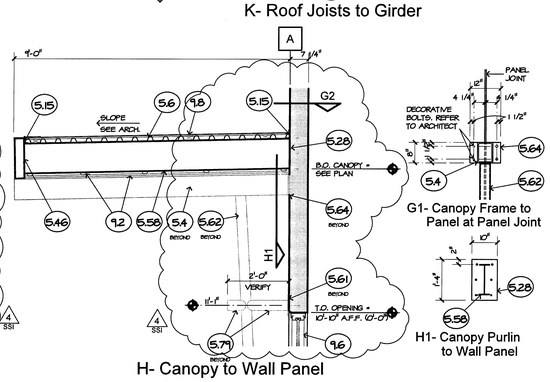


P- Joist to Panel

N- Canopy to Wall Panel at Storefront



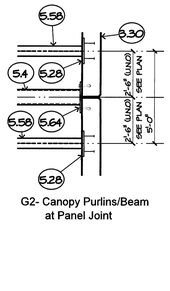
G- Canopy to Wall Panel



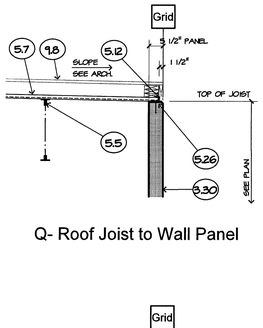
H- Canopy to Wall Panel

G1- Canopy Frame to Panel at Panel Joint

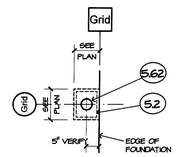
H1- Canopy Purlin to Wall Panel



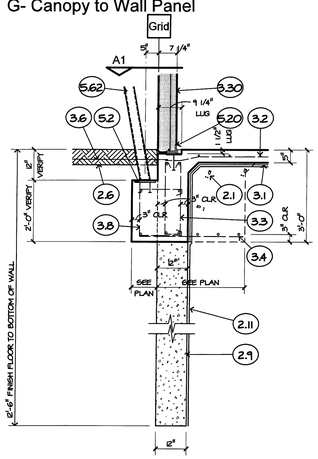
G2- Canopy Purlins/Beam at Panel Joint



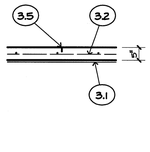
Q- Roof Joist to Wall Panel



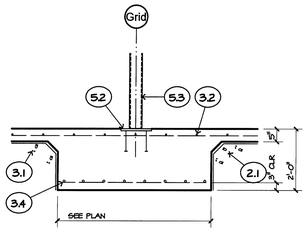
A1- Plan View



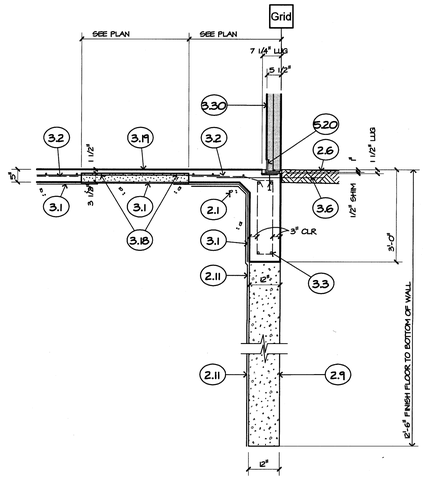
A- Column at Exterior Beam at Wall Panel



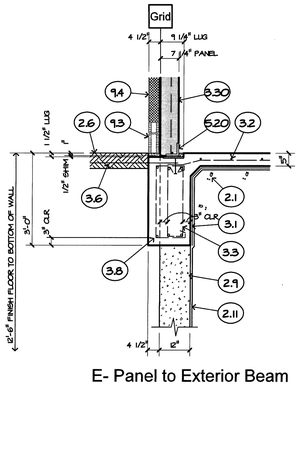
B- Sawcut Joint



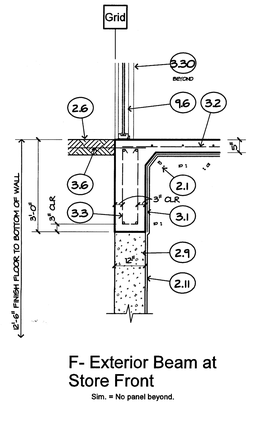
C- Column to Footing



D- Plumbing Leave Out



E- Panel to Exterior Beam



F- Exterior Beam at Store Front
Sim. = No panel beyond.

Typical Structural Sections

0 2' 4'

DATE	DESCRIPTION	REVISION
4.22.2022	SSI-1 / Addendum 1	SSI-1
10.11.2022	SSI-2	SSI-2
01.13.2023	SSI-4 (ASI #6)	SSI-4

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10.13.22

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FAX: (210) 384-8240
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Typical Structural Sections

BUFFALO HEIGHTS RETAIL SHELL
SITE WORK & UTILITY IMPROVEMENTS
33,132 SF & 36,744 SF SHELL BLDGS.
CIBOLO VALLEY DRIVE & BORGFELD ROAD, CIBOLO, TX

SCALE:	AS INDICATED
PROJECT NO:	21437-0
DATE:	4.8.2022
SHEET NO:	S2.1

THE STRUCTURAL DOCUMENTS REPRESENT THE FINISHED STRUCTURE. TOTAL PROJECT DEFINITION (AND THEREFORE THE DEFINITION OF ALL REQUIREMENTS) WILL BE PROVIDED BY COMBINING ALL DOCUMENTS WITH THE STRUCTURAL DOCUMENTS. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS WHICH WILL AFFECT THE FABRICATION OF COMPONENTS FOR NEW CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION. UNLESS OTHERWISE INDICATED THE DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT THE SAFETY OF THE PUBLIC ALONG WITH THE SAFETY OF THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO BRACING AND SHORING OF DEAD LOADS, CONSTRUCTION LOADS AND WIND LOADS. THE CONTRACTOR WILL BE REQUIRED TO CORRECT AT HIS OWN EXPENSE ANY SUBSIDENCE, STRUCTURAL DAMAGE OR OTHER OBJECTIONABLE CONDITIONS CAUSED BY HIS OPERATIONS.

SERVICES SPECIFIED BY THE PROJECT DOCUMENTS TO BE PROVIDED UNDER THE CONTRACT ADMINISTRATION (CA) PORTION OF SERVICES WILL BE PROVIDED BY THE ARCHITECT IF THE OWNER (OR DESIGN BUILDER) HAS RETAINED THE ARCHITECT TO PROVIDE CA SERVICES. IF THE ARCHITECT IS NOT RETAINED TO PROVIDE CA SERVICES, THE CONTRACTOR AND OWNER SHALL ASSUME THE RESPONSIBILITY OF CA SERVICES, IN WHICH CASE, ALL REFERENCES TO THE "ARCHITECT" IN THE PROJECT DOCUMENTS RELATED TO CA SERVICES SHALL MEAN THE PERSON OR ENTITY PROVIDING CA SERVICES AS AGREED UPON BY THE CONTRACTOR AND OWNER.

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL
1.1 SUMMARY
A. Section includes administrative and procedural requirements for substitutions.
B. Related Requirements:
1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
1.2 DEFINITIONS
A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
1.3 ACTION SUBMITTALS
A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form acceptable to Architect.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
1.4 QUALITY ASSURANCE
A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
1.5 PROCEDURES
A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
1.6 SUBSTITUTIONS
A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
B. Substitutions for Convenience: Not allowed.

END OF SECTION 012500

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL
1.1 SUMMARY
A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.
B. Related Requirements:
1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
1.2 CONSTRUCTION MANAGER
1. Communications: Wherever this project Manual specifies to provide material to or communication with the Owner and/or Architect, provide an additional copy to the Construction manager.
1.3 INFORMATIONAL SUBMITTALS
A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
1.4 GENERAL COORDINATION PROCEDURES
A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
1.5 COORDINATION DRAWINGS
A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Submittal Format: Submit or post coordination drawing files using PDF format.
2. Upon request by the Contractor, Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
1.6 REQUEST FOR INFORMATION (RFI)
A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Owner name.
2. Owner's Project number.
3. Name of Architect.
4. Architect's Project number.
5. Date.
6. Name of Contractor.
7. RFI number, numbered sequentially.
8. RFI subject.
9. Specification Section number and title and related paragraphs, as appropriate.
10. Drawing number and detail references, as appropriate.
11. Field dimensions and conditions, as appropriate.
12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
13. Contractor's signature.
14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
C. RFI Forms: Contractor's standard form.
D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow three days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architectof additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within three days of receipt of the RFI response.
E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log upon request by Architect. Include the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.
1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES
A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction upon request by Contractor.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD 2013 or later.
4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Architect.
5. The following digital data files will be furnished for each appropriate discipline:
a. Architectural Floor plans.
b. Architectural Reflected ceiling plans.
B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.
1.8 PROJECT MEETINGS
A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 8 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
a. Responsibilities and personnel assignments.
b. Tentative construction schedule.
c. Phasing.
d. Critical work sequencing and long lead items.
e. Designation of key personnel and their duties.
f. Lines of communications.
g. Use of web-based Project software.
h. Procedures for processing field decisions and Change Orders.
i. Procedures for RFIs.
j. Procedures for testing and inspecting.
k. Procedures for processing Applications for Payment.
l. Distribution of the Contract Documents.
m. Submittal procedures.
n. Preparation of Record Documents.
o. Use of the premises.
p. Work restrictions.
q. Working hours.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
t. Procedures for moisture and mold control.
u. Procedures for disruptions and shutdowns.
v. Construction waste management and recycling.
w. Parking availability.
x. Office, work, and storage areas.
y. Equipment deliveries and priorities.
z. First aid.
aa. Security.
bb. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
D. Progress Meetings: Conduct progress meetings at regular intervals.
1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
1) Review schedule for next period.
b. Review present and future needs of each entity present, including the following:
1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site use.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of Proposal Requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.
1.2 DEFINITIONS
A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
1.3 SUBMITTAL SCHEDULE
A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1.4 SUBMITTAL FORMATS
A. Submittal Information: Include the following information in each submittal:
1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager (if retained for the project).
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.
B. Options: Identify options requiring selection by Architect.
C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
1.5 SUBMITTAL PROCEDURES
A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect. If PDF file is larger than 2MB, transmit file using a file transfer system and provide the link to the file by email. Do not attach the larger file to the email.
B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.
D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.
1.6 SUBMITTAL REQUIREMENTS
A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
a. Wiring diagrams that show factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.
C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.
3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
4. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned.
1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
a. Name of evaluation organization.
b. Date of evaluation.
c. Time period when report is in effect.
d. Product and manufacturers' names.
e. Description of product.
f. Test procedures and results.
g. Limitations of use.
1.7 DELEGATED DESIGN SERVICES
A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
1.8 CONTRACTOR'S REVIEW
A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
1.9 ARCHITECT'S REVIEW
A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
E. Architect will discard submittals received from sources other than Contractor.
F. Submittals not required by the Contract Documents will be returned by Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL
1.1 SUMMARY
A. Section includes administrative and procedural requirements for quality assurance and quality control.
B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
1.2 DEFINITIONS
A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
1. Mockups are used for one or more of the following:
a. Verify selections made under Sample submittals.
b. Demonstrate aesthetic effects.
c. Demonstrate the qualities of products and workmanship.
d. Demonstrate successful installation of interfaces between components and systems.
e. Perform preconstruction testing to determine system performance.
2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
1.3 DELEGATED DESIGN SERVICES
A. N/A.
1.4 CONFLICTING REQUIREMENTS
A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
1.5 ACTION SUBMITTALS
A. Mockup Shop Drawings:
1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.
1.6 INFORMATIONAL SUBMITTALS
A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.
1.7 REPORTS AND DOCUMENTS
A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.
B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Statement on condition of substrates and their acceptability for installation of product.
2. Statement that products at Project site comply with requirements.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.
C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
3. Other required items indicated in individual Specification Sections.
1.8 QUALITY ASSURANCE
A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
1. Requirements of authorities having jurisdiction supersede requirements for specialists.
G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
1.9 QUALITY CONTROL
A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspection equipment at Project site.
G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
1.10 SPECIAL TESTS AND INSPECTIONS
1. N/A

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION
3.1 TEST AND INSPECTION LOG
A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.
B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.
3.2 REPAIR AND PROTECTION
A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
B. Protect construction exposed by or for quality-control service activities.
C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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1 Landlord Comments	03/20/2025
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Project No.

Dwg. Name
Specifications

Dwg. No.
SP1

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing number and title.
2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide a product by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner's portion of the Work.
6. Coordination of Owner-installed products.
7. Progress cleaning.
8. Starting and adjusting.
9. Protection of installed construction.
10. Correction of the Work.

B. Related Requirements:
1. Section 011000 "Summary" for coordination of, Owner-performed work, and limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 INFORMATIONAL SUBMITTALS

A. N/A

1.4 CLOSEOUT SUBMITTALS

A. N/A

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could reduce their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb, and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.4 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide an even surface of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 COORDINATION OF OWNER'S PORTION OF THE WORK

A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

3.6 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
a. Use containers intended for holding waste materials of type to be stored.
4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in the project Jurisdiction.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Requirements:
1. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 7 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 7 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Advise Owner of changeover in utility services.
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 7 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 7 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit on digital media acceptable to Architect by email to Architect.

D. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
e. Vacuum and mop concrete.
f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
h. Remove labels that are not permanent.
i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
1) Clean HVAC system in compliance with NADCA ACR.
m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
n. Clean strainers.
o. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Drawings.
2. Record specifications.
3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
1. Number of Copies: Submit one set(s) of marked-up record prints.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Work Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders and Record Drawings where applicable.

B. Format: Submit record specifications as annotated PDF electronic file.

1.5 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.
1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

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REGISTERED ARCHITECT SHAWN KASHOU 29309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

Project No.

Dwg. Name

Specifications

Dwg. No.

SP2

SECTION 064113 - WOOD-VENEER-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Wood cabinets for transparent finish.
2. Wood cabinets for opaque finish.
3. Cabinet hardware and accessories.
4. Wood furring, blocking, shims, and hanging strips for installing architectural cabinets that are not concealed within other construction.
5. Shop finishing.
1.2 PREINSTALLATION MEETINGS
A. Preinstallation Conference: Conduct conference at Project site.
1.3 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Shop Drawings: For architectural cabinets.
1. Include plans, elevations, sections, and attachment details.
C. Samples: For each exposed product and for each color and finish specified.
1.4 INFORMATIONAL SUBMITTALS
A. Qualification Data: For manufacturer and Installer.
B. Research reports.
C. Field quality control reports.
1.5 QUALITY ASSURANCE
A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
1.6 FIELD CONDITIONS
A. Environmental Limitations with Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 43 and 60 percent during the remainder of the construction period.

PART 2 - PRODUCTS
2.1 CABINETS, GENERAL
A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of architectural cabinets indicated for construction, finishes, installation, and other requirements.
2.2 WOOD CABINETS FOR TRANSPARENT FINISH
A. Architectural Woodwork Standards Grade: Custom.
B. Wood for Exposed Surfaces: As indicated on Drawings.
C. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
2.3 WOOD CABINETS FOR OPAQUE FINISH
A. Architectural Woodwork Standards Grade: Custom.
B. Species for Exposed Lumber Surfaces: Any closed-grain hardwood.
C. Panel Product for Exposed Surfaces: MDF.
D. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
2.4 WOOD MATERIALS
A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches (75 mm) wide.
2. Wood Moisture Content: 8 to 13 percent.
B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
2. Particleboard (Medium Density): ANSI A208.1, Grade M-2.
3. Softwood Plywood: DOC PS 1, medium-density overlay.
4. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.
5. Thermally Fused Laminate (TFL) Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.
2.5 FIRE-RETARDANT-TREATED MATERIALS
A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated on the drawings, use materials that are acceptable to authorities having jurisdiction as determined by testing performed on identical products by a qualified testing agency.
1. Use treated materials that comply with requirements of referenced quality standard. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.
2.6 CABINET HARDWARE AND ACCESSORIES
A. Butt Hinges: 2-3/4-inch (70-mm), five-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:
1. Semiconcealed Hinges for Flush Doors: ANSI/BHMA A156.9, B01361.
2. Semiconcealed Hinges for Overlay Doors: ANSI/BHMA A156.9, B01521.
B. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.
C. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.
D. Catches: Magnetic catches, ANSI/BHMA A156.9, B03141.
E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.
F. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
G. Drawer Slides: ANSI/BHMA A156.9.
Retain third option in "Standard Duty (Grade 1 and Grade 2)" Subparagraph below for side mount slides if needed for keyboard trays.
1. Standard Duty (Grade 1 and Grade 2): Side mount.
a. Type: Full extension.
b. Material: Stainless steel or Zinc-plated ball bearing slides.
H. Slides for Sliding Glass Doors: ANSI/BHMA A156.9, B07063;aluminum.
I. Door Locks (if specified in drawings): ANSI/BHMA A156.11, E07121.
J. Drawer Locks (if specified in drawings): ANSI/BHMA A156.11, E07041.
K. Door and Drawer Silencers: ANSI/ BHMA A156.16, L03011.
L. Tempered Float Glass for Cabinet Doors (if specified in drawings): ASTM C1048, Kind FT, Condition A, Type I, Quality-Q3, 6 mm thick unless otherwise indicated.
1. Unframed Glass Doors: Seam exposed edges seamed before tempering.
M. Mirror Glass for Cabinet Doors: ASTM C1503, Mirror Glazing, Quality-Q3.
N. Tempered Float Glass for Cabinet Shelves (if specified in drawings): ASTM C1048, Kind FT, Condition A, Type I, Quality-Q3; with exposed edges seamed before tempering, 6 mm thick.
O. Grommets for Cable Passage: molded-plastic grommets and matching plastic caps with slot for wire passage.
P. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for BHMA finish indicated in drawings.
Q. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.
2.7 MISCELLANEOUS MATERIALS
A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
2.8 FABRICATION
A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
D. Install glass to comply with applicable requirements in GANA's "Glazing Manual."
1. For glass in wood frames, secure glass with removable stops.
2. For exposed glass edges, polish and grind smooth.

PART 3 - EXECUTION
3.1 INSTALLATION
A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.
B. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails for exposed fastening, countersunk and filled flush with cabinet surface.
D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) using concealed shims.
1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
3. Maintain veneer sequence matching of cabinets with transparent finish.
4. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips, or No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish, or toggle bolts through metal backing or metal framing behind wall finish.
E. Shop Finishes: Touch up finishing after installation of architectural cabinets. Fill nail holes with matching filler.
F. Field Finishing: See Section 099123 "Interior Painting" and Section 099300 "Staining and Transparent Finishing" for finishing of installed architectural cabinets.

END OF SECTION 064113

SECTION 066400 - PLASTIC PANELING

PART 1 - GENERAL
1.1 SUMMARY
A. Section includes plastic sheet paneling.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Samples: For plastic paneling and trim accessories.
1.3 QUALITY ASSURANCE
A. Testing Agency: Acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS
2.1 PLASTIC SHEET PANELING
A. Glass-Fiber-Reinforced Plastic Paneling: Gelcoat-finished, glass-fiber-reinforced plastic panels complying with ASTM D5319. Panels shall be USDA accepted for incidental food contact.
1. Surface-Burning Characteristics: As follows when tested by a qualified testing agency according to ASTM E84. Identify products with appropriate markings of applicable testing agency.
a. Flame-Spread Index: per limit indicated in the drawings.
b. Smoke-Developed Index: 450 or less.
2. Nominal Thickness: Not less than [0.075 inch (1.9 mm)] [0.09 inch (2.3 mm)] [0.12 inch (3.0 mm)].
3. Surface Finish: Molded pebble texture, unless noted otherwise in the drawings.
4. Color: White, unless noted otherwise in the drawings.
2.2 ACCESSORIES
A. Trim Accessories: Manufacturer's standard one-piece vinyl extrusions designed to retain and cover edges of panels. Provide division bars, inside corners, outside corners, and caps as needed to conceal edges. Outside corners may be eliminated where stainless steel corners or caps are used.
1. Color: Match panels.
B. Sealant: Mildew-resistant, single-component, neutral-curing silicone sealant recommended by plastic paneling manufacturer and complying with requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION
3.1 PREPARATION
A. Clean substrates of substances that could impair adhesive bond, including oil, grease, dirt, and dust.
B. Condition panels by unpacking and placing in installation space before installation according to manufacturer's written recommendations.
C. Lay out paneling before installing. Locate panel joints so that trimmed panels at corners are not less than 12 inches (300 mm) wide, unless noted otherwise on the drawings.
3.2 INSTALLATION
A. Install plastic paneling according to manufacturer's written instructions.
B. Install panels in a full spread of adhesive.
C. Install trim accessories with adhesive. Do not fasten through panels.
D. Fill grooves in trim accessories with sealant before installing panels, and bed inside corner trim in a bead of sealant.
E. Maintain uniform space between panels and wall fixtures. Fill space with sealant.
F. Remove excess sealant and smears as paneling is installed. Clean with solvent recommended by sealant manufacturer and then wipe with clean dry cloths until no residue remains.

END OF SECTION 066400

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Glass-fiber blanket insulation.
2. Mineral-wool blanket insulation.
1.2 ACTION SUBMITTALS
A. Product Data: For the following:
1. Glass-fiber blanket insulation.
2. Mineral-wool blanket insulation.
1.3 INFORMATIONAL SUBMITTALS
A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
1. Sign, date, and post the certification in a conspicuous location on Project site.
B. Product test reports.
C. Research reports.

PART 2 - PRODUCTS
2.1 GLASS-FIBER BLANKET INSULATION
A. Glass-Fiber Blanket Insulation, Unfaced: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
1. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
2. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
3. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
B. Glass-Fiber Blanket Insulation, Reinforced-Foil Faced: ASTM C665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.
1. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
2.2 MINERAL-WOOL BLANKET INSULATION
A. Mineral-Wool Blanket Insulation, Unfaced: ASTM C665, Type I (blankets without membrane facing); consisting of fibers; passing ASTM E136 for combustion characteristics.
1. Manufacturers: Subject to compliance with requirements, provide products indicated on the drawings by the following:
a. Rockwool.
2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
3. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
4. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
2.3 ACCESSORIES
A. Insulation for Miscellaneous Voids:
1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.
3. Polyurethane Pour-In-Place Insulation: Closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84, specifically formulated for pour-in-place applications.
B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.

PART 3 - EXECUTION
3.1 INSTALLATION, GENERAL
A. Comply with insulation manufacturer's written instructions applicable to products and applications.
B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.
3.2 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION
A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).
2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION 072100

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REGISTERED ARCHITECT SHAWN KASHOU 20309 STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

Project No.

Dwg. Name

Specifications

Dwg. No.

SP3

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Urethane joint sealants.
4. Mildew-resistant joint sealants.
5. Latex joint sealants.
1.2 ACTION SUBMITTALS
A. Product data.
B. Samples: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
C. Joint-sealant schedule.
1.3 CLOSEOUT SUBMITTALS
A. Warranty Documentation:
1. Manufacturers' special warranties.
2. Installer's special warranties.
1.4 QUALITY ASSURANCE
A. Qualifications:
1. Installers: Authorized representative who is trained and approved by manufacturer.
1.5 WARRANTY
A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.
B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.
C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS
2.1 JOINT SEALANTS, GENERAL
A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.
2.2 SILICONE JOINT SEALANTS
A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.
B. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
C. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability. nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 35, Use NT.
D. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
E. Silicone, Acid Curing, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT.
F. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
G. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.
H. Silicone, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.
I. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade P, Class 100/50, Uses T and NT.
J. Silicone, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.
K. Silicone, M, P, 100/50, T, NT: Multicomponent, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade P, Class 100/50, Uses T and NT.
2.3 NONSTAINING SILICONE JOINT SEALANTS
A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.
C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
D. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
E. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.
2.4 URETHANE JOINT SEALANTS
A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
B. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
C. Urethane, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.
D. Urethane, S, P, 35, T, NT: Single-component, pourable, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 35, Uses T and NT.
E. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.
F. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.
G. Urethane, M, NS, 25, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 25, Use NT.
H. Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Uses T and NT.
I. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 25, Uses T and NT.
J. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 50, Uses T and NT.
K. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 25, Uses T and NT.
2.5 MILDEW-RESISTANT JOINT SEALANTS
A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
2.6 LATEX JOINT SEALANTS
A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.
2.7 JOINT-SEALANT BACKING
A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) Type O (open-cell material) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.
2.8 MISCELLANEOUS MATERIALS
A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION
3.1 PREPARATION
A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
a. Concrete.
b. Masonry.
c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
a. Metal.
b. Glass.
c. Porcelain enamel.
d. Glazed surfaces of ceramic tile.
B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
3.2 INSTALLATION OF JOINT SEALANTS
A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
H. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.
3.3 JOINT-SEALANT SCHEDULE
A. Interior joints in horizontal traffic surfaces:
1. Joint Locations:
a. Control and expansion joints in tile flooring.
b. Other joints as indicated on Drawings.
B. Interior joints in vertical surfaces and horizontal nontraffic surfaces:
1. Joint Locations:
a. Tile control and expansion joints.
C. Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement:
1. Joint Locations:
a. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
b. Other joints as indicated on Drawings.
D. Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces:
1. Joint Locations:
a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints.
c. Other joints as indicated on Drawings.

END OF SECTION 079200

SECTION 081433 - STILE AND RAIL WOOD DOORS

1.1 SUMMARY
A. Section Includes:
1. Interior stile and rail wood doors.
2. Factory fitting stile and rail wood doors to frames and factory machining for hardware.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product, including the following:
1. Details of construction.
2. Door frame construction.
3. Finishing specifications.
B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data, including those for stiles, rails, panels, and moldings (sticking); and other pertinent data, including the following:
1. Door schedule indicating door and frame location, type, size, fire protection rating, and swing.
2. Door elevations, dimensions and location of hardware, lite locations, and glazing thickness.
3. Details of frame for each frame type, including dimensions and profile.
4. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
5. Clearances and undercuts.
6. Requirements for veneer matching.

PART 2 - PRODUCTS
2.1 MATERIALS
A. Use only materials that comply with referenced standards and other requirements specified.
1. Assemble interior doors, including components, with either dry-use or wet-use adhesives complying with ASTM D5572 for finger joints and with ASTM D5751 for joints other than finger joints.
B. Panel Products: Any of the following unless otherwise indicated:
1. Veneer-core plywood.
2.2 INTERIOR STILE AND RAIL WOOD DOORS
A. Interior Stile and Rail Wood Doors: Interior stock doors complying with WI's Architectural Woodwork Standards and with other requirements specified.
1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. Performance Grade: WDMA I.S. 6A Heavy Duty.
3. Panel Designs: Indicated on Drawings. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
4. Finish: Transparent.
5. Wood Species and Cut for Transparent Finish: Species indicated on Drawings, plain sawed/sliced.
6. Door Construction for Transparent Finish:
a. Stile and Rail Construction: Clear lumber; may be edge glued for width. Select lumber for similarity of grain and color, and arrange for optimum match between adjacent pieces.
2.3 STILE AND RAIL WOOD DOOR FABRICATION
A. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels unless otherwise indicated:
1. Clearances:
a. Provide 1/8 inch at heads, jambs, and between pairs of doors.
b. Provide 1/2 inch fom bottom of door to top of decorative floor finish or covering.
c. Where threshold is shown on Drawings or scheduled, provide not more than 3/8 inch from bottom of door to top of threshold.
2. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
B. Fabricate stile and rail wood doors in sizes indicated for field fitting.
C. Factory machine doors for hardware that is not surface applied.
1. Locate hardware to comply with DHI-WDHS-3.
2. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
3. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.

PART 3 - EXECUTION
3.1 INSTALLATION
A. Install doors and frames to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
1. Install fire-rated door frames according to NFPA 80.
a. Install frames level, plumb, true, and straight.
1) Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3.2 mm in 2400 mm).
b. Anchor frames to anchors or blocking built in or directly attached to substrates.
1) Secure with countersunk, concealed fasteners and blind nailing.
2) Use fine finishing nails for exposed fastening, countersunk and filled flush with woodwork.
c. For shop-finished items, use filler matching finish of items being installed.
B. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
3.2 ADJUSTING
A. Operation: Rehang or replace doors that do not swing or operate freely.
B. Finished Doors: Replace doors that are damaged or do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081433

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Mechanical door hardware for the following:
a. Swinging doors.
2. Electrified door hardware.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Door hardware schedule.
C. Keying schedule.
1.3 INFORMATIONAL SUBMITTALS
A. Sample warranty.
1.4 CLOSEOUT SUBMITTALS
A. Maintenance data.
1.5 QUALITY ASSURANCE
A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
1. Scheduling Responsibility: Preparation of door hardware and keying schedule.
1.6 WARRANTY
A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
1. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
a. Electromagnetic Locks: Five years from date of Substantial Completion.
b. Exit Devices: Two years from date of Substantial Completion.
c. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS
2.1 PERFORMANCE REQUIREMENTS
A. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
B. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the Texas Accessibility Standards of 2012".
2.2 HINGES
A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
2.3 MECHANICAL LOCKS AND LATCHES
A. Lock Functions: As indicated in door hardware schedule.
B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
1. Bored Locks: Minimum 1/2-inch (13-mm) latchbolt throw.
2. Mortise Locks: Minimum 3/4-inch (19-mm) latchbolt throw.
3. Deadbolts: Minimum 1-inch (25-mm) bolt throw.
C. Lock Backset: 2-3/4 inches (70 mm) unless otherwise indicated.
D. Lock Trim:
1. Description: As indicated on Drawings.
2. Levers: Cast.
3. Escutcheons (Roses): Cast.
4. Dummy Trim: Match lever lock trim and escutcheons.
E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
F. Mortise Locks: BHMA A156.13; Security Grade 1; stamped steel case with steel or brass parts; Series 1000.
2.4 AUXILIARY LOCKS
A. Mortise Auxiliary Locks: BHMA A156.36; Grade 1; with strike that suits frame.
2.5 ELECTRIC STRIKES
A. Electric Strikes: BHMA A156.31; Grade 1; with faceplate to suit lock and frame.
2.6 ELECTROMECHANICAL LOCKS
A. Electromechanical Locks: BHMA A156.25; Grade 1; motor or solenoid driven; with strike that suits frame.
2.7 KEYING
A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.
B. Keys: Nickel silver.
2.8 SURFACE CLOSERS
A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
2.9 MECHANICAL STOPS AND HOLDERS
A. Wall- and Floor-Mounted Stops: BHMA A156.16.
2.10 DOOR GASKETING
A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
B. Maximum Air Leakage: When tested in accordance with ASTM E283 with tested pressure differential of 0.3-inch wg (75 Pa).
2.11 THRESHOLDS
A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
2.12 FINISHES
A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

PART 3 - EXECUTION
3.1 INSTALLATION
A. Mounting Heights: Mount door hardware units at heights indicated on Drawings unless otherwise indicated or required to comply with governing regulations.
1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
D. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule, but not fewer than one intermediate offset pivot per door and one additional intermediate offset pivot for every 30 inches (750 mm) of door height greater than 90 inches (2286 mm).
E. Lock Cylinders: Install construction cores to secure building and areas during construction period.
1. Replace construction cores with permanent cores as directed by Owner.
2. Furnish permanent cores to Owner for installation.
F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
G. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
H. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
1. Do not notch perimeter gasketing to install other surface-applied hardware.
I. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
3.2 ADJUSTING
A. Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

END OF SECTION 087100

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Non-load-bearing steel framing systems for interior partitions.
2. Suspension systems for interior ceilings and soffits.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
1.3 INFORMATIONAL SUBMITTALS
A. Product Certificates: For each type of code-compliance certification for studs and tracks.
1.4 QUALITY ASSURANCE
A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association or the Steel Stud Manufacturers Association.

PART 2 - PRODUCTS
2.1 PERFORMANCE REQUIREMENTS
A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E119 by an independent testing agency.
B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.
2.2 FRAMING SYSTEMS
A. Framing Members, General: Comply with ASTM C754 for conditions indicated.
1. Steel Sheet Components: Comply with ASTM C645 requirements for steel unless otherwise indicated.
2. Protective Coating: ASTM A653/A653M, G40 (Z120), hot-dip galvanized unless otherwise indicated.
B. Studs and Tracks: ASTM C645. Use either conventional steel studs and tracks or embossed, high-strength steel studs and tracks.
1. Minimum Base-Steel Thickness: As indicated on Drawings.
2. Depth: As indicated on Drawings.
C. Slip-Type Head Joints: Where indicated, provide one of the following:
1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch (38-mm) minimum vertical movement.
2. Single Long-Leg Track System: ASTM C645 top track with 2-inch- (51-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
3. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
D. Cold-Rolled Channel Bridging: Steel, 0.0538-inch (1.367-mm) minimum base-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
1. Depth: 1-1/2 inches (38 mm).
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.
2.3 SUSPENSION SYSTEMS
A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
B. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
C. Flat Hangers: Steel sheet, 1 by 3/16 inch (25 by 5 mm) by length required.
D. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch (1.367 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
1. Depth: 2-1/2 inches (64 mm).
2.4 AUXILIARY MATERIALS
A. General: Provide auxiliary materials that comply with referenced installation standards.
1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
B. Isolation Strip at Exterior Walls: Provide one of the following:
1. Asphalt-Saturated Organic Felt: ASTM D226/D226M, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

PART 3 - EXECUTION
3.1 INSTALLATION, GENERAL
A. Installation Standard: ASTM C754.
1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
D. Install bracing at terminations in assemblies.
E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.
3.2 INSTALLING FRAMED ASSEMBLIES
A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
C. Install studs so flanges within framing system point in same direction.
D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
a. Install two studs at each jamb unless otherwise indicated.
3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
E. Direct Furring:
1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
F. Z-Shaped Furring Members:
1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-shaped furring members spaced 24 inches (610 mm) o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (305 mm) from corner and cut insulation to fit.
G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.
3.3 INSTALLING CEILING SUSPENSION SYSTEMS
A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
C. Suspend hangers from building structure as follows:
1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
5. Do not attach hangers to steel roof deck.
6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
D. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Interior gypsum board.
2. Tile backing panels.
1.2 ACTION SUBMITTALS
A. Product Data:
1. Gypsum wallboard.
2. Gypsum ceiling board.
3. Mold-resistant gypsum board.
4. Gypsum board, Type C.
5. Cementitious backer units.
6. Interior trim.
7. Joint treatment materials.
8. Laminating adhesive.
9. Sound-attenuation blankets.
10. Acoustical sealant.

PART 2 - PRODUCTS
2.1 PERFORMANCE REQUIREMENTS
A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.
2.2 GYPSUM BOARD, GENERAL
A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.
2.3 INTERIOR GYPSUM BOARD
A. Gypsum Board, Type X: ASTM C1396/C1396M.
1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.
B. Gypsum Ceiling Board: ASTM C1396/C1396M.
1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.
2.4 TILE BACKING PANELS
A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.
1. Thickness: 1/2 inch (12.7 mm).
2. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.
2.5 TRIM ACCESSORIES
A. Interior Trim: ASTM C1047.
1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet, Galvanized or aluminum-coated steel sheet or rolled zinc, Plastic, Paper-faced galvanized-steel sheet.
2. Shapes:
a. Cornerbead.
b. Bullnose bead.
c. LC-Bead: J-shaped; exposed long flange receives joint compound.
d. L-Bead: L-shaped; exposed long flange receives joint compound.
e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
f. Expansion (control) joint.
g. Curved-Edge Cornerbead: With notched or flexible flanges.
2.6 JOINT TREATMENT MATERIALS
A. General: Comply with ASTM C475/C475M.
B. Joint Tape:
1. Interior Gypsum Board: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.
C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.
D. Joint Compound for Tile Backing Panels:
1. Cementitious Backer Units: As recommended by backer unit manufacturer.
2.7 AUXILIARY MATERIALS
A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
D. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
E. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."
F. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION
3.1 INSTALLATION AND FINISHING OF PANELS
A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
B. Comply with ASTM C840.
C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
E. Prefill open joints and damaged surface areas.
F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
1. Level 1: N/A.
2. Level 2: N/A.
3. Level 3: N/A.
4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
5. Level 5: N/A.
H. Cementitious Backer Units: Finish according to manufacturer's written instructions.
3.2 PROTECTION
A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

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REGISTERED ARCHITECT
SHAWN KASHOU
20309
STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

Project No.

Dwg. Name
Specifications

Dwg. No.
SP4

SECTION 093013 - CERAMIC TILING

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Porcelain tile.
2. Tile backing panels.
3. Waterproof membranes.
4. Crack isolation membranes.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Samples:
1. Each type and composition of tile and for each color and finish required.
1.3 MAINTENANCE MATERIAL SUBMITTALS
A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
1.4 QUALITY ASSURANCE
A. Installer Qualifications:
1. Installer employs at least one installer for Project that has completed the Advanced Certification for Tile Installers (ACT) certification for installation of membranes and gauged porcelain tile/gauged porcelain tile panels and slabs.
PART 2 - PRODUCTS
2.1 PRODUCTS, GENERAL
A. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
2.2 TILE PRODUCTS
A. Porcelain Tile Type per finish schedule:
1. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
a. Base Cap: Surface bullnose, module size same as adjoining flat tile.
b. Wainscot Cap: Surface bullnose, module size same as adjoining flat tile.
c. External Corners: Surface bullnose, module size same as adjoining flat tile.
d. Tapered Transition Tile: Shape designed to effect transition between thickness of tile floor and adjoining floor finishes of different thickness, tapered to provide reduction in thickness from 1/2 to 1/4 inch (12.7 to 6.4 mm) across nominal 4-inch (100-mm) dimension.
2.3 THRESHOLDS
A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch (1.5 mm) above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/2 inch (12.7 mm) or less above adjacent floor surface.
2.4 TILE BACKING PANELS
A. Cementitious Backer Units: ANSI A118.9 or ASTM C1325, Type A.
1. Thickness: 1/2 inch (12.7 mm).
B. Fiber-Cement Backer Board: ASTM C1288.
1. Thickness: 1/2 inch (12.7 mm).
2.5 WATERPROOF MEMBRANES
A. General: Manufacturer's standard product, that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
B. Waterproofing and Tile-Setting Adhesive: One-part, fluid-applied product intended for use as both waterproofing and tile-setting adhesive in a two-step process.
2.6 CRACK ISOLATION MEMBRANES
A. General: Manufacturer's standard product that complies with ANSI A118.12 for high performance and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
B. Crack Isolation Membrane and Tile-Setting Adhesive: One-part, fluid-applied product intended for use as both a crack isolation membrane and tile-setting adhesive in a two-step process.
2.7 SETTING MATERIALS
A. Standard Dry-Set Mortar (Thinset): ANSI A118.1.
1. For wall applications, provide nonsagging mortar.
2.8 GROUT MATERIALS
A. High-Performance Tile Grout: ANSI A118.7.
1. Polymer Type:
a. Dry, redispersible form, prepackaged with other dry ingredients.
2.9 MISCELLANEOUS MATERIALS
A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
B. Metal Edge Strips: Angle or L-shape, height to match tile and setting-bed thickness, metallic or combination of metal and PVC or neoprene base, designed specifically for flooring applications; stainless steel, ASTM A276/A276M or ASTM A666, 300 Series exposed-edge material.
C. Floor Sealer: Manufacturer's standard product for sealing grout joints and that does not change color or appearance of grout.
PART 3 - EXECUTION
3.1 EXAMINATION
A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
2. Verify that concrete substrates for tile floors installed with thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION
A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
B. Where indicated, prepare substrates to receive waterproof membrane by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.
C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.
3.3 INSTALLATION
A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
1. For the following installations, follow procedures in the ANSI A108 series of tile installation standards for providing 95 percent mortar coverage:
a. Tile floors consisting of tiles 8 by 8 inches (200 by 200 mm) or larger.
b. Tile floors consisting of rib-backed tiles.
B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
E. Where accent tile differs in thickness from field tile, vary setting bed thickness so that tiles are flush.
F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
1. Porcelain Tile: 1/8 inch (3.2 mm).
H. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
I. Metal Edge Strips: Install where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.
J. Install tile backing panels and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated.
K. Install waterproof membrane to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
L. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness that is bonded securely to substrate.

END OF SECTION 093013

SECTION 095123 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Acoustical tiles for interior ceilings.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Samples: For each exposed product and for each color and texture specified.
1.3 CLOSEOUT SUBMITTALS
A. Maintenance data.
PART 2 - PRODUCTS
2.1 PERFORMANCE REQUIREMENTS
A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame-Spread Index: Class C according to ASTM E1264.
2. Smoke-Developed Index: 450 or less.
2.2 ACOUSTICAL TILES
A. Acoustical Tile Standard: Manufacturer's standard tiles of configuration indicated that comply with ASTM E1264.
B. Classification: As indicated on Drawings.
C. Color: As indicated on Drawings.
2.3 METAL SUSPENSION SYSTEM
A. Metal Suspension-System Standard: Manufacturer's standard, direct-hung, fully concealed, metal suspension system that complies with applicable requirements in ASTM C635/C635M.
B. Direct-Hung, Double-Web Suspension System: Main and cross runners roll formed from and capped with cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 (Z90) coating designation.
1. Structural Classification: Intermediate-duty system.
2.4 ACCESSORIES
A. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
B. Seismic Clips: Manufacturer's standard seismic clips designed to secure acoustical tiles in-place during a seismic event.
2.5 METAL EDGE MOLDINGS AND TRIM
A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for of suspension-system runners.
PART 3 - EXECUTION
3.1 PREPARATION
A. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated.
B. Layout openings for penetrations centered on the penetrating items.
3.2 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS
A. Install suspended acoustical tile ceilings according to ASTM C636/C636M and manufacturer's written instructions.
B. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
C. Arrange directionally patterned acoustical tiles as indicated on reflected ceiling plans.

END OF SECTION 095123

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Primers.
2. Water-based finish coatings.
3. Solvent-based finish coatings.
4. Floor sealers and paints.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.
1.3 QUALITY ASSURANCE
A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
PART 2 - PRODUCTS
2.1 PAINT PRODUCTS, GENERAL
A. Material Compatibility:
1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
B. Colors: As indicated in a color schedule.
2.2 PRIMERS
A. Interior, Institutional Low-Odor/VOC Primer Sealer: Water-based primer sealer with low-odor characteristics and a VOC of less than 10 grams per liter for use on new interior plaster, concrete, and gypsum wallboard surfaces that are subsequently to be painted with latex finish coats.
B. Alkyd Quick-Dry Primer for Metal: Corrosion-resistant, solvent-based, modified-alkyd primer; lead and chromate free; formulated for quick-drying capabilities and for use on cleaned, interior steel surfaces.
2.3 WATER-BASED FINISH COATS
A. Interior, Latex, Institutional Low Odor/VOC, Eggshell: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
B. Interior, Latex, Institutional Low Odor/VOC, Semigloss: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
PART 3 - EXECUTION
3.1 EXAMINATION
A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
B. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.
3.2 PREPARATION
A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
C. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
3.3 INSTALLATION
A. Apply paints according to manufacturer's written instructions.
B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
1. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.
3.4 CLEANING AND PROTECTION
A. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099123

SECTION 099300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Primers
2. Wood stains.
3. Transparent finishes.
1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Samples: For each type of finish system and in each color and gloss of finish required.
C. Product List: Cross-reference to finish system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.
1.3 MOCKUPS
A. Apply mockups of each finish system indicated and each color selected to demonstrate aesthetic effects and to set quality standards for materials and execution.
PART 2 - PRODUCTS
2.1 MATERIALS, GENERAL
A. Material Compatibility:
1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
B. Stain Colors: as indicated in the drawings.
2.2 PRIMERS
A. Primer, Alkyd Oil for Exterior Wood: Alkyd/oil-based primer for exterior wood with resistance to bleeding.
B. Primer, Latex for Exterior Wood: Pigmented, water-borne, emulsion-type primer for exterior wood surfaces.
C. Preservative for Exterior Wood: Solvent-based, penetrating anti-fungal treatment for exterior wood consisting mainly of zinc or copper napthenate.
D. Alkyd Sanding Sealer, Interior, Solvent Based, Clear: Solvent-based, quick-drying, clear, sandable alkyd sealer used on new interior wood surfaces that are to be top-coated with an alkyd varnish.
2.3 WOOD STAINS
A. Stain, Exterior, Solvent Based, Semitransparent: Solvent-based, oil or oil/alkyd, semitransparent, pigmented stain for new wood surfaces.
B. Stain, Exterior, Solvent Based, Solid Hide: Solvent-based, oil or oil/alkyd, pigmented stain for new, or previously stained, wood surfaces.
C. Stain, Exterior, Water Based, Solid Hide: Water-based, solid-hide, emulsion-type, pigmented stain for primed or previously painted exterior wood surfaces.
D. Stain, Exterior, Water Based, Semitransparent: Water-based, semitransparent, pigmented stain for new wood surfaces.
E. Stain, Exterior, for Wood Decks: Solvent- or water- based, modified-oil or alkyd-type, semitransparent, penetrating stain for exterior dimensional wood decking.
F. Stain, Interior, Semitransparent, for Interior Wood: Solvent-based, oil or oil/alkyd, semitransparent, pigmented stain for new interior wood surfaces that are to be finished with a clear varnish.
G. Shellac: Alcohol-based, shellac type, clear or light amber-colored coating for use as a sealer on stains and knots or as a wash coat to even the porosity of some wood types.
H. Danish Oil: Solvent-based, oil-type, penetrating stain for application by brush or wiping on interior wood surfaces.
2.4 TRANSPARENT FINISHES
A. Varnish, Marine Spar, Exterior, Gloss: Solvent-based, phenolic-modified clear varnish for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
B. Varnish with UV Inhibitor, Exterior, Gloss: Solvent-based, alkyd-type, clear gloss varnish stabilized against UV deterioration for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
C. Varnish with UV Inhibitor, Exterior, Semigloss: Solvent-based, alkyd-type, clear semigloss varnish stabilized against UV deterioration for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard semigloss finish.
D. Varnish, Exterior, Aliphatic Polyurethane, Two Component: Solvent-based, two-component, aliphatic polyurethane clear coating used on exterior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
E. Varnish, Exterior, Water Based, Eggshell: Water-based clear varnish for exterior wood surfaces.
1. Gloss and Sheen Level: Gloss and Sheen Level: Manufacturer's standard eggshell finish.
F. Varnish, Exterior, Water Based, Satin: Water-based clear varnish for exterior wood surfaces.
1. Gloss and Sheen Level: Manufacturer's standard low-sheen finish.
G. Varnish, Exterior, Water Based, Semigloss: Water-based clear varnish for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard semigloss finish.
H. Varnish, Exterior, Water Based, Gloss: Water-based clear varnish for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
I. Varnish, Exterior, Water Based, High Gloss: Water-based clear varnish for exterior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
J. Varnish, Interior Polyurethane, Moisture Cured, Gloss: Solvent-based, moisture-curing polyurethane clear-coating with a gloss finish for interior wood surfaces,
1. Gloss Level: Manufacturer's standard gloss finish.
K. Varnish, Interior, Polyurethane, Oil Modified, Gloss: Solvent-based, one-component, oil-modified polyurethane clear gloss varnish for new or previously varnished or stained interior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
L. Varnish, Interior, Polyurethane, Oil Modified, Satin: Solvent-based, one-component, oil-modified polyurethane clear satin varnish for new or previously varnished or stained interior wood surfaces.
1. Gloss and Sheen Level: Manufacturer's standard low-sheen finish.
M. Varnish, Interior, Flat/Satin: Solvent-based, alkyd-type, clear flat/satin varnish for new or properly prepared, previously varnished interior wood surfaces.
1. Gloss and Sheen Level: Manufacturer's standard flat finish.
N. Varnish, Interior, Gloss: Solvent-based, alkyd-type, clear gloss varnish for new or properly prepared, previously varnished interior wood surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.
O. Varnish, Interior, Water Based, Clear, Satin: Water-based clear satin coating for interior wood trim, frames, doors, paneling and cabinetry.
1. Gloss and Sheen Level: Manufacturer's standard low-sheen finish.
P. Varnish, Interior, Water Based, Clear, Semigloss: Water-based clear semigloss coating for interior wood trim, frames, doors, paneling and cabinetry.
1. Gloss Level: Manufacturer's standard semigloss finish.
Q. Varnish, Interior, Water Based, Clear, High Gloss: Water-based clear high-gloss coating for interior wood trim, frames, doors, paneling and cabinetry.
1. Gloss Level: Manufacturer's standard gloss finish.
PART 3 - EXECUTION
3.1 EXAMINATION
A. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
B. Maximum Moisture Content of Interior Wood Substrates: 13 percent, when measured with an electronic moisture meter.
3.2 PREPARATION
A. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
B. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each substrate condition and as specified.
1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.
3.3 APPLICATION
A. Apply finishes according to manufacturer's written instructions.
B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.
3.4 CLEANING AND PROTECTION
A. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
B. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.
3.5 EXTERIOR WOOD-FINISH-SYSTEM SCHEDULE
A. Wood Substrates, Glued-Laminated Construction:
1. Solid-Color, Solvent-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, solvent based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, solvent based, solid hide.
2. Varnish over Semitransparent Stain System:
a. Stain Coat: Stain, exterior, solvent based, semitransparent.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
3. Water-Based Varnish System:
a. Prime Coat: Water-based varnish matching topcoat.
b. Intermediate Coat: Water-based varnish matching topcoat.
c. Topcoat: Water-based varnish, sheen per drawings.
4. Varnish System:
a. Prime Coat: Varnish matching topcoat.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
5. Clear, Two-Component Polyurethane Varnish over Stain System:
a. Stain Coat: Stain, exterior, solvent based, semitransparent.
b. First Intermediate Coat: Varnish, aliphatic polyurethane, two component, matching topcoat.
c. Second Intermediate Coat: Varnish, aliphatic polyurethane, two component, matching topcoat.
d. Topcoat: Varnish, aliphatic polyurethane, two component, gloss.
6. Clear, Two-Component Polyurethane Varnish System:
a. Prime Coat: Varnish, aliphatic polyurethane, two component, matching topcoat.
b. Topcoat: Varnish, aliphatic polyurethane, two component, gloss.
B. Wood Substrates, Exposed Framing:
1. Solid-Color, Water-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, water based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, water based, solid hide.
2. Solid-Color, Solvent-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, solvent based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, solvent based, solid hide.
3. Water-Based Semitransparent Stain System:
a. Prime Coat: Stain, exterior, water based, semitransparent, matching topcoat.
b. Intermediate Coat: Stain, exterior, water based, semitransparent, matching topcoat.
c. Topcoat: Stain, exterior, water based, semitransparent.
4. Semitransparent Stain System:
a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, semitransparent.
5. Varnish over Stain System:
a. Stain Coat: Stain, exterior, solvent based, semitransparent.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
6. Water-Based Varnish System:
a. Prime Coat: Water-based varnish matching topcoat.
b. Intermediate Coat: Water-based varnish matching topcoat.
c. Topcoat: Water-based varnish, sheen per drawings.
7. Varnish System:
a. Prime Coat: Varnish matching topcoat.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
8. Clear, Two-Component Polyurethane Varnish System:
a. Prime Coat: Varnish, aliphatic polyurethane, two component, matching topcoat.
b. Intermediate Coat: Varnish, aliphatic polyurethane, two component, matching topcoat.
c. Topcoat: Varnish, aliphatic polyurethane, two component, sheen per drawings.
C. Wood Substrates, Wood Trim, Architectural woodwork, Doors, Windows, Wood Board Siding, and, Wood Fences:
1. Solid-Color, Water-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, water based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, water based, solid hide.
2. Solid-Color, Solvent-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, solvent based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, solvent based, solid hide.
3. Water-Based Semitransparent Stain System:
a. Prime Coat: Stain, exterior, water based, semitransparent, matching topcoat.
b. Intermediate Coat: Stain, exterior, water based, semitransparent, matching topcoat.
c. Topcoat: Stain, exterior, water based, semitransparent.
4. Semitransparent Stain System:
a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, semitransparent.
5. Varnish over Stain System:
a. Stain Coat: Stain, exterior, solvent-based, semitransparent.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
6. Water-Based Varnish System:
a. Prime Coat: Water-based varnish matching topcoat.
b. Intermediate Coat: Water-based varnish matching topcoat.
c. Topcoat: Water-based varnish, sheen per drawings.
7. Varnish System:
a. Prime Coat: Varnish matching topcoat.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
8. Clear, Two-Component Polyurethane Varnish System:
a. Prime Coat: Varnish, aliphatic polyurethane, two component, matching topcoat.
b. Topcoat: Varnish, aliphatic polyurethane, two component gloss.
D. Wood Substrates, Wood-Based Panel Products:
1. Solid-Color, Water-Based Stain System:
a. Prime Coat: Primer, latex or alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, water based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, water based, solid hide.
2. Solid-Color, Solvent-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, solvent based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, solvent based, solid hide.
3. Water-Based Semitransparent Stain System:
a. Prime Coat: Stain, exterior, water based, semitransparent, matching topcoat.
b. Intermediate Coat: Stain, exterior, water based, semitransparent, matching topcoat.
c. Topcoat: Stain, exterior, water based, semitransparent.
4. Semitransparent Stain System:
a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, semitransparent.
5. Varnish over Stain System:
a. Stain Coat: Stain, exterior, solvent based, semitransparent.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
6. Varnish System:
a. Prime Coat: Varnish matching topcoat.
b. First Intermediate Coat: Varnish matching topcoat.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, with UV inhibitor, exterior, sheen per drawings.
E. Wood Substrates, Traffic Surfaces, Including Lumber Decking and Stairs:
1. Deck Stain over Wood Preservative System:
a. Preservative Coat: Preservative, for exterior wood.
b. Intermediate Coat: Stain, for exterior wood decks, matching topcoat.
c. Topcoat: Stain, for exterior wood decks.
2. Deck Stain System:
a. Prime Coat: Stain, for exterior wood decks, matching topcoat.
b. Topcoat: Stain, for exterior wood decks.
F. Wood Substrates, Wood Shingles and Shakes (Excluding Roofs):
1. Solid-Color, Water-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, water based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, water based, solid hide.
2. Solid-Color, Solvent-Based Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, solvent based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, solvent based, solid hide.
3. Semitransparent Stain System:
a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, semitransparent.
3.6 INTERIOR WOOD-FINISH-SYSTEM SCHEDULE
A. Wood Substrates, Glued-Laminated Construction:
1. Solid-Color Latex Stain System:
a. Prime Coat: Primer, alkyd for exterior wood.
b. Intermediate Coat: Stain, exterior, water based, solid hide, matching topcoat.
c. Topcoat: Stain, exterior, water based, solid hide.
2. Solid-Color, Solvent-Based Stain System:
a. Prime Coat: Stain, exterior, solvent based, solid hide, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, solid hide.
3. Semitransparent Stain System:
a. Prime Coat: Stain, semitransparent, matching topcoat.
b. Topcoat: Stain, semitransparent, for interior wood.
4. Water-Based Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Water-based varnish matching topcoat.
c. Second Intermediate Coat: Water-based varnish matching topcoat.
d. Topcoat: Varnish, water based, clear, sheen per drawings.
5. Water-Based Varnish System:
a. Prime Coat: Water-based varnish matching topcoat.
b. Intermediate Coat: Water-based varnish matching topcoat.
c. Topcoat: Varnish, water based, clear, sheen per drawings.
6. Alkyd Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Varnish matching topcoat, or Alkyd, sanding sealer, clear.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, interior, sheen per drawings.
7. Alkyd Varnish System :
a. Prime Coat: Alkyd, sanding sealer, clear.
b. Intermediate Coat: Varnish matching topcoat.
c. Topcoat: Varnish, interior, sheen per drawings.
8. Polyurethane Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Polyurethane varnish matching topcoat.
c. Second Intermediate Coat: Polyurethane varnish matching topcoat.
d. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
9. Polyurethane Varnish System:
a. Prime Coat: Polyurethane varnish matching topcoat.
b. Intermediate Coat: Polyurethane varnish matching topcoat.
c. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
10. Moisture-Cured Clear Polyurethane over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Moisture-cured polyurethane matching topcoat.
c. Second Intermediate Coat: Moisture-cured polyurethane matching topcoat.
d. Topcoat: Varnish, polyurethane, moisture cured, gloss.
11. Clear, Two-Component Polyurethane System:
a. Prime Coat: Two-component polyurethane matching topcoat.
b. Intermediate Coat: Two-component polyurethane matching topcoat.
c. Topcoat: Varnish, aliphatic polyurethane, two component, gloss.
B. Wood Substrates, Exposed Framing:
1. Water-Based Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Water-based varnish matching topcoat.
c. Second Intermediate Coat: Water-based varnish matching topcoat.
d. Topcoat: Varnish, water based, clear, sheen per drawings.
2. Alkyd Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Alkyd, sanding sealer, clear.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, interior, sheen per drawings.
3. Alkyd Varnish System:
a. Prime Coat: Alkyd, sanding sealer, clear.
b. Intermediate Coat: Varnish matching topcoat.
c. Topcoat: Varnish, interior, sheen per drawings.
4. Polyurethane Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Polyurethane varnish matching topcoat.
c. Second Intermediate Coat: Polyurethane varnish matching topcoat.
d. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
5. Polyurethane Varnish System:
a. Prime Coat: Polyurethane varnish matching topcoat.
b. Intermediate Coat: Polyurethane varnish matching topcoat.
c. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
6. Moisture-Cured Clear Polyurethane over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Moisture-cured polyurethane matching topcoat.
c. Second Intermediate Coat: Moisture-cured polyurethane matching topcoat.
d. Topcoat: Varnish, polyurethane, moisture cured, gloss.
7. Clear, Two-Component Polyurethane System:
a. Prime Coat: Two-component polyurethane matching topcoat.
b. Intermediate Coat: Two-component polyurethane matching topcoat.
c. Topcoat: Varnish, aliphatic polyurethane, two component, gloss.
C. Wood Substrates, Wood Trim, Architectural Woodwork, Doors, Windows and Wood Board Paneling:
1. Semitransparent Stain System:
a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, semitransparent.
2. Water-Based Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Water-based varnish matching topcoat.
c. Second Intermediate Coat: Water-based varnish matching topcoat.
d. Topcoat: Varnish, water based, clear, sheen per drawings.
3. Water-Based Varnish System:
a. Prime Coat: Water-based varnish matching topcoat.
b. Intermediate Coat: Water-based varnish matching topcoat.
c. Topcoat: Varnish, water based, clear, sheen per drawings.
4. Alkyd Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Alkyd, sanding sealer, clear, or Shellac, clear.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, interior, sheen per drawings.
5. Alkyd Varnish System :
a. Prime Coat: Alkyd, sanding sealer, clear or Shellac, clear.
b. Intermediate Coat: Varnish matching topcoat.
c. Topcoat: Varnish, interior, sheen per drawings.
6. Polyurethane Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Polyurethane varnish matching topcoat.
c. Second Intermediate Coat: Polyurethane varnish matching topcoat.
d. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
7. Polyurethane Varnish System :
a. Prime Coat: Polyurethane varnish matching topcoat.
b. Intermediate Coat: Polyurethane varnish matching topcoat.
c. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
8. Moisture-Cured Clear Polyurethane over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Moisture-cured polyurethane matching topcoat.
c. Second Intermediate Coat: Moisture-cured polyurethane matching topcoat.
d. Topcoat: Varnish, polyurethane, moisture cured, gloss.
9. Moisture-Cured Clear Polyurethane System:
a. Prime Coat: Moisture-cured polyurethane matching topcoat.
b. Intermediate Coat: Moisture-cured polyurethane matching topcoat.
c. Topcoat: Varnish, polyurethane, moisture cured, gloss.
10. Clear, Two-Component Polyurethane System:
a. Prime Coat: Two-component polyurethane matching topcoat.
b. Intermediate Coat: Two-component polyurethane matching topcoat.
c. Topcoat: Varnish, aliphatic polyurethane, two component, gloss.
11. Danish Oil System:
a. Prime Coat: Danish oil matching topcoat.
b. Topcoat: Danish oil.
D. Wood Substrates, Wood Paneling and Casework:
1. Semitransparent Stain System :
a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
b. Topcoat: Stain, exterior, solvent based, semitransparent.
2. Water-Based Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Water-based varnish matching topcoat.
c. Second Intermediate Coat: Water-based varnish matching topcoat.
d. Topcoat: Varnish, water based, clear, sheen per drawings.
3. Water-Based Varnish System:
a. Prime Coat: Water-based varnish matching topcoat.
b. Intermediate Coat: Water-based varnish matching topcoat.
c. Topcoat: Varnish, water based, clear, sheen per drawings.
4. Alkyd Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Alkyd, sanding sealer, clear or Shellac, clear.
c. Second Intermediate Coat: Varnish matching topcoat.
d. Topcoat: Varnish, interior, sheen per drawings.
5. Alkyd Varnish System:
a. Prime Coat: Alkyd, sanding sealer, clear or Shellac, clear.
b. Intermediate Coat: Varnish matching topcoat.
c. Topcoat: Varnish, interior, sheen per drawings.
6. Polyurethane Varnish over Stain System:
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Polyurethane varnish matching topcoat.
c. Second Intermediate Coat: Polyurethane varnish matching topcoat.
d. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
7. Polyurethane Varnish System :
a. Prime Coat: Polyurethane varnish matching topcoat.
b. Intermediate Coat: Polyurethane varnish matching topcoat.
c. Topcoat: Varnish, interior, polyurethane, oil modified, sheen per drawings.
8. Moisture-Cured Clear Polyurethane over Stain System :
a. Stain Coat: Stain, semitransparent, for interior wood.
b. First Intermediate Coat: Moisture-cured polyurethane matching topcoat.
c. Second Intermediate Coat: Moisture-cured polyurethane matching topcoat.
d. Topcoat: Varnish, polyurethane, moisture cured, gloss.
9. Danish Oil System :
a. Prime Coat: Danish oil matching topcoat.
b. Topcoat: Danish oil.

END OF SECTION 099300

SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:
1. Solid surface material countertops.
2. Solid surface material backsplashes.
3. Solid surface material end splashes.
4. Solid surface material apron fronts.
1.2 ACTION SUBMITTALS
A. Product Data: For countertop materials.
B. Sustainable Design Submittals:
C. Samples: For each type of material exposed to view.
PART 2 - PRODUCTS
2.1 SOLID SURFACE COUNTERTOP MATERIALS
A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
1. Type: Provide Standard type unless Special Purpose type is indicated.
2. Integral Sink Bowls: Comply with CSA B45.5/IAPMO Z124.
3. Colors and Patterns: As selected by Architect from manufacturer's full range.
B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.
2.2 COUNTERTOP FABRICATION
A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
1. Grade: Premium.
B. Configuration:
1. Front: Straight, slightly eased at top.
2. Backsplash: Straight, slightly eased at corner.
3. End Splash: Matching backsplash.
C. Countertops: 3/4-inch- (19-mm-) thick, solid surface material with front edge built up with same material.
D. Backsplashes: 3/4-inch- (19-mm-) thick, solid surface material.
E. Joints: Fabricate countertops with minimal joints.
F. Cutouts and Holes:
1. Undercounter Plumbing Fixtures: Make cutouts for fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
2.3 INSTALLATION MATERIALS
A. Adhesive: Product recommended by solid surface material manufacturer.
B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."
PART 3 - EXECUTION
3.1 INSTALLATION
A. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.
B. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions.
C. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.
D. Install backsplashes and end splashes by adhering to wall and countertops with adhesive.
E. Install aprons to backing and countertops with adhesive.
F. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
G. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661.16

CRUST PIZZA Co

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REGISTERED ARCHITECT
SHAWN KASHOU
20309
STATE OF TEXAS

03/31/2025

Issued for:

Permit	02/21/2025
1 Landlord Comments	03/20/2025
1 City Comments	03/31/2025

Project No.

Dwg. Name
Specifications

Dwg. No.
SP5

SECTION 15000
BASIC MECHANICAL REQUIREMENTS

M1– SCOPE:
A. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, TOOLS, PLANT, INCIDENTALS AND CONTRACTUAL EXPENSES NECESSARY TO INSTALL AND MAKE READY FOR OWNER'S USE A COMPLETE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM AS CALLED FOR IN THE CONTRACT DOCUMENTS AND AS NOTED OR SPECIFIED HEREIN, TO THE SATISFACTION OF THE OWNER, ARCHITECT AND MECHANICAL ENGINEER.
B. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL WORK NECESSARY TO MAKE A COMPLETE SYSTEM WHETHER OR NOT SUCH DETAILS ARE MENTIONED IN THESE SPECIFICATIONS AS SHOWN ON THE PLANS, BUT WHICH ARE OBVIOUSLY NECESSARY TO MAKE A COMPLETE SYSTEM, EXCEPTING ONLY THOSE PORTIONS THAT ARE SPECIFICALLY MENTIONED HEREIN OR PLAINLY MARKED ON THE ACCOMPANYING DRAWINGS AS BEING INSTALLED UNDER ANOTHER SECTION OF THE SPECIFICATIONS.
C. BEFORE STARTING ANY WORK. THE CONTRACTOR FOR THIS SECTION OF THE WORK SHALL EXAMINE A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS FOR ALL TRADES, INCLUDING ARCHITECTURAL, STRUCTURAL, HVAC, ELECTRICAL, FIRE PROTECTION, AND PLUMBING. DIMENSIONS, SPACE REQUIREMENTS, AND POINTS OF CONNECTION TO ALL EQUIPMENT SHALL BE VERIFIED, AND ANY MINOR ADJUSTMENTS NECESSARY TO AVOID CONFLICT WITH THE BUILDING STRUCTURE AND THE WORK OF THE OTHER TRADES SHALL BE MADE. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY IF ANY MAJOR CONFLICTS OCCUR.

M2– WORKMANSHIP:
ALL WORK SHALL BE PERFORMED BY COMPETENT MECHANICS USING PROPER TOOLS AND EQUIPMENT TO PRODUCE FIRST–QUALITY WORK. ALL WORK SHALL BE NEATLY INSTALLED, ACCESSIBLE FOR MAINTENANCE, COMPLETE WITH ALL ACCESSORIES REQUIRED, AND MEETING THE APPROVAL OF THE OWNER AND THE ARCHITECT.

M3– MATERIALS:
ALL PRODUCTS, EQUIPMENT, MATERIALS, AND ACCESSORIES SHALL BE OF FIRST–LINE QUALITY, GRADE AND TYPE SHOWN ON THE DRAWINGS AND SPECIFIED, OR EQUIVALENTS ACCEPTED BY THE ARCHITECT OR ENGINEER IN WRITING.

M4– SITE INSPECTION:
CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO SUBMITTING HIS BID AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS AND EXACT NATURE OF THE WORK, THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. SUBMISSION OF A BID ACKNOWLEDGES FULL RESPONSIBILITY FOR FURNISHING A COMPLETE AND FUNCTIONAL SYSTEM. NO CHANGES IN CONTRACT WILL BE MADE TO ACCOMMODATE OR ALLOW EXTRA FUNDS FOR ANY OMISSION WHICH RESULTS FROM A FAILURE TO THOROUGHLY MAKE THE EXAMINATION.

M5– CODES:
THE ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST APPLICABLE EDITION OF THE CODES, ORDINANCES AND REGULATIONS INTERPRETED BY THE LOCAL AUTHORITY HAVING JURISDICTION.

M6– PERMITS:
THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, INSPECTIONS AND FEES. COPIES OF ALL PERMITS AND INSPECTION REPORTS SHALL BE SUBMITTED TO THE ARCHITECT.

M7– AS–BUILTS:
CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS–BUILTS TRANSPARENCIES WITH ALL CHANGES NOTED THEREON AT THE COMPLETION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE AND PAYMENT. THESE DRAWINGS SHALL HAVE ALL INSTALLATIONS REFERENCED BY DIMENSIONS TO A SET REFERENCE POINT OR POINTS.

M8– GUARANTEE:
CONTRACTOR SHALL UNCONDITIONALLY GUARANTEE ALL LABOR AND MATERIALS ON ALL WORK AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER COMPLETION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO ANY PART OF THE PREMISES CAUSED BY EQUIPMENT FURNISHED AND INSTALLED UNDER THIS SECTION OF THE SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF ACCEPTANCE OF HIS WORK.

M9– OPERATING MANUALS:
CONTRACTOR SHALL FURNISH THE OWNER WITH ALL OPERATING MANUALS AND MAINTENANCE INSTRUCTIONS FOR THE EQUIPMENT INSTALLED. MANUALS SHALL BE BOUNDED IN THREE RING LOOSE–LEAF BINDERS AND INDEXED BY PRODUCT TYPE. A SECTION WITHIN THE MANUAL SHALL INCLUDE THE NAME, TELEPHONE NUMBER AND ADDRESS OF ALL LOCAL SUPPLIERS OF ALL MATERIAL AND EQUIPMENT INSTALLED TOGETHER WITH NAME, TELEPHONE NUMBER AND ADDRESS OF ALL CONTRACTORS OF THE PROJECT. PROVIDE 3 SETS OF MANUALS TO THE OWNER. CONTRACTOR SHALL AFFIX A MAINTENANCE LABELS TO ALL EQUIPMENT REQUIRING ROUTINE MAINTENANCE.

M10– COORDINATION AND VERIFICATION:
THE DRAWINGS ARE DIAGRAMMATIC AND INTENDED TO SHOW SCOPE. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES TO PROVIDE THE BEST ARRANGEMENT OF ALL DUCTS, PIPES, CONDUIT, ETC.. THE LOCATION OF EXISTING PIPING AND DUCTWORK SHOWN IS APPROXIMATE. CONTRACTOR SHALL VERIFY THEIR LOCATION PRIOR TO BEGINNING WORK OF THIS SECTION AND SHALL MAKE MODIFICATIONS AND ADJUSTMENTS REQUIRED TO INSTALL THE WORK OF THIS SECTION.
A. THE EXACT LOCATION OF ALL MECHANICAL EQUIPMENT SHALL BE VERIFIED WITH THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO COMMENCEMENT OF WORK.
B. COORDINATE THE LOCATION OF ALL ROOF MOUNTED OPENINGS AND THE EXACT LOCATION OF ALL ROOF MOUNTED EQUIPMENT WITH THE STRUCTURAL AND ARCHITECTURAL PLANS PRIOR TO ANY INSTALLATION. PROVIDE THE EQUIPMENT WEIGHTS, PLATFORMS AND CURB SIZES.
C. COORDINATE WIRING, FUSED DISCONNECT SWITCHES AND CONDUIT REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR. THESE ITEMS SHALL ALSO BE INSTALLED BY THE ELECTRICAL CONTRACTOR.
D. CONTRACTOR SHALL ALSO COORDINATE ALL GAS, INDIRECT WASTE, AND DRAIN PIPING WITH THE PLUMBING CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK.

M11– EXTERIOR OPENINGS:
COORDINATE LOCATIONS OF ALL EXTERIOR WALL AND ROOF OPENINGS WITH ALL RELEVANT TRADES AND PROVIDE WATERTIGHT FLASHING WHEREVER PENETRATIONS OCCUR. EXACT LOCATIONS AND SIZES MAY BE DEPENDENT UPON EQUIPMENT SELECTIONS. COORDINATE SIZES AND LOCATIONS OF ALL OPENINGS WITH APPROPRIATE EQUIPMENT REQUIREMENTS.

M12– CUTTING AND PATCHING:
ALL CUTTING AND PATCHING REQUIRED OF THE STRUCTURE SHALL BE PROVIDED UNDER OTHER SECTIONS OF THE WORK. PROVIDE NECESSARY TO THE PROJECT SUPERINTENDENT.

M13– CLEANUP:
UPON COMPLETION OF THE WORK UNDER THIS SECTION. THE CONTRACTOR SHALL REMOVE ALL SURPLUS MATERIALS, EQUIPMENT AND DEBRIS INCIDENTAL TO THIS WORK AND LEAVE THE PREMISES CLEAN AND ORDERLY.

M14– EQUIPMENT ACCESS:
PERMANENT ACCESS TO EQUIPMENT SHALL BE PROVIDED AND A MINIMUM OF 30" CLEAR WORKING SPACE IN FRONT OF ACCESS PANELS TO THE COMPRESSOR, BLOWER ASSEMBLY AND AIR FILTER SECTION OF THE EQUIPMENT SHALL BE PROVIDED. ADDITIONAL SPACE SHALL BE PROVIDED WHEN RECOMMENDED BY THE EQUIPMENT MANUFACTURER FOR MAINTENANCE.

M15– FILTERS:
FILTERS SHALL BE U.L. RATED AND APPROVED. CONTRACTOR SHALL PROVIDE NEW FILTERS FOR ALL HVAC EQUIPMENT BEFORE INITIAL START–UP. THESE FILTERS SHALL BE REPLACED WITH NEW FILTERS AT TIME OF FINAL ACCEPTANCE BY OWNER.

M14– DUCTWORK:
A. RECTANGULAR SUPPLY AND RETURN DUCTWORK SHALL BE GALVANIZED SHEETMETAL WITH 2 INCH FOIL–BACK FIBERGLASS WRAP INSULATION. INSTALLED IN ACCORDANCE WITH THE MOST RESTRICTIVE OF STATE CODES, LOCAL CODES, ASHRAE AND SMACNA STANDARDS. SIZES NOTED ARE CLEAR INTERNAL DIMENSIONS.
B. EXPOSED ROUND DUCT SHALL BE DOUBLE WALL (INSULATED) GALVANIZED STEEL SPIRAL SHEETMETAL DUCTWORK. INSTALL STRICTLY PER MANUFACTURER'S RECOMMENDATIONS. SURFACE FINISH TO BE AS DIRECTED BY ARCHITECT. CONTRACTOR SHALL ENSURE DUCT SURFACE IS FREE OF SCRATCHES OR DENTS AFTER INSTALLATION. COORDINATE WITH ARCHITECT AND OWNER FOR DUCT PAINT COLOR.
C. ROUND BRANCH DUCTWORK SHALL BE FLEXIBLE DUCTING AND SHALL BE UL 181 LISTED AND LABELED AS "LISTED AIR DUCT". ALL FLEX DUCT AND WRAP INSULATION MUST MEET ALL APPLICABLE IECC STANDARDS. FLEXIBLE DUCT SHALL CONSIST OF AN OUTER CORE COMPRIZED OF A FACTORY APPLIED 2–1/8" THICK FIBER GLASS INSULATION BLANKET SHEATHED IN AN ALUMINIZED VAPOR BARRIER JACKET WITH A CHLORINATED POLYETHYLENE FABRIC INNER CORE ATTACHED TO HELICAL WOUND SPRING GALVANIZED STEEL WIRE. FLEXIBLE DUCT SHALL BE ABLE TO WITHSTAND 6" W.G. POSITIVE PRESSURES FOR SIZES 4"DIA. THRU 12" DIA. AND 4" W.G. FOR SIZES 14"DIA. THRU 22"DIA. WITHSTAND NEGATIVE PRESSURES 1"W.G. FOR SIZES 3"DIA. THRU 12"DIA. AND 3/4"W.G. FOR SIZES 14"SIA. THRU 22"DIA. INSTALLED INSULATION SHALL BE MINIMUM R–6.
D. PROVIDE A ROUND DUCT TAKE–OFF DEVICE WITH BUTTERFLY DAMPER AND LOCKING QUADRANT AT EACH BRANCH DUCT CONNECTION TO MAIN DUCTWORK.
E. PROVIDE AIR VOLUME EXTRACTORS, SPLITTER DAMPERS OR ADJUSTABLE TURNING VANES AT ALL BRANCH TAKE–OFFS AS REQUIRED FOR PROPER AIR BALANCING.
F. VOLUME DAMPERS SHALL BE PROVIDED IN EACH BRANCH DUCT TO EACH DIFFUSER AND REGISTER, FULL DUCT SIZE AND ACCESSIBLE. IF DUCTS ARE INSTALLED ABOVE A GYPSUM BOARD CEILING. DIFFUSERS SHALL BE PROVIDED WITH OPPOSED BLADE DAMPERS.
G. DOUBLE THICKNESS TURNING VANES SHALL BE USED ON ALL DUCT TURNS OF 90°.
H. DUCT RUNOUTS TO DIFFUSERS AND DUCT/PIPING CONNECTIONS TO EQUIPMENT SHALL BE SIZED TO MATCH NECK OR EQUIPMENT INTAKE/DISCHARGE SIZES, UNLESS OTHERWISE NOTED.
I. PROVIDE FIRE DAMPERS AND/OR COMBINATION FIRE SMOKE DAMPERS WHERE DUCTS PENETRATE THROUGH RATED WALLS OR CEILINGS WHERE REQUIRED BY CODE.
J. ALL DUCT JOINTS SHALL BE SEALED AIR TIGHT WITH APPROVED DUCT SEALER AND DUCT TAPE.
K. DUCTWORK OR OPEN PLENUM WHICH IS VISIBLE THRU AIR OUTLETS SHALL BE PAINTED FLAT BLACK ON THE VISIBLE PORTIONS. SHEET METAL DUCT WORK EXPOSED TO OPEN CEILING SHALL BE INTERNALLY LINED.
L. COORDINATE FINAL LOCATION OF CEILING DIFFUSERS WITH ARCHITECT AND ARCHITECTURAL REFLECTED CEILING PLAN. PAINT AS DIRECTED BY ARCHITECT.

M17– INSULATION:
A. INSULATION SHALL BE U.L. LISTED IN COMPLIANCE WITH FLAME–SPREAD RATING OF NOT MORE THAN 25 AND SMOKE DENSITY NOT EXCEEDING 50, PER THE MECHANICAL CODE. INSTALLATION SHALL BE IN ACCORDANCE WITH ALL MECHANICAL CODE REQUIREMENTS.
B. INSULATE ALL INTERIOR CONDITIONED SUPPLY AND RETURN AIR DUCTWORK WITH 2 INCH FOIL–BACK FIBERGLASS WRAP INSULATION. MINIMUM R–VALUE = 6.0.
C. CONDITIONED SUPPLY AND RETURN AIR DUCTWORK EXPOSED TO THE WEATHER SHALL BE INTERNALLY LINED WITH FIBERGLASS DUCT LINER. MINIMUM R–VALUE = 8.0.
D. REFRIGERANT SUCTION PIPING, AS APPLICABLE, SHALL BE INSULATED USING:
a. 1 INCH THICK PIPE INSULATION FOR PIPE SIZES LESS THAN 1.5 INCHES.
b. 1.5 INCH THICK INSULATION FOR PIPE SIZES 1.5 INCHES AND LARGER.
c. CHILLED WATER PIPING, AS APPLICABLE SHALL BE INSULATED USING 1" THICK PIPE INSULATION FOR PIPE SIZES LESS THAN 1.5 INCH AND 1.5 INCH THICK INSULATION FOR PIPE SIZES 1.5 INCH AND LARGER. INSULATION ON OUTDOOR PIPING IF ANY, SHALL BE PROTECTED WITH ALUMINUM JACKETING.

M18– EXTERIOR INSTALLATION:
ALL EQUIPMENT, DUCTS, PIPING, DEVICES AND MATERIALS INSTALLED OUTSIDE THE BUILDING OR OTHERWISE EXPOSED TO THE WEATHER SHALL BE COMPLETELY WEATHER–PROOFED.

M19– MECHANICAL VENTILATION:
EACH MECHANICAL VENTILATION SYSTEM (SUPPLY AND/OR EXHAUST) SHALL BE EQUIPPED WITH A MEANS OF SHUT–OFF WHEN VENTILATION IS NOT REQUIRED, AND BACKDRAFT DAMPERS WHICH CAN BE CLOSED ON FAN SHUTDOWN SHALL BE PROVIDED FOR AIR INTAKES AND/OR DISCHARGES.

M20– GRAVITY VENTILATION:
EACH GRAVITY VENTILATION SYSTEM, EXCEPT FOR COMBUSTION AIR OPENINGS, SHALL BE PROVIDED WITH AUTOMATIC DAMPERS IN ALL OPENINGS TO THE OUTSIDE.

M21– SMOKE DETECTORS:
EACH AIR HANDLING SYSTEM ABOVE 2,000 CFM SHALL BE PROVIDED WITH SUITABLE SMOKE DETECTORS IN THE RETURN DUCT AS REQUIRED BY CODE, INTERLOCKED WITH FAN STARTER(S) FOR AUTOMATIC SHUT–OFF. DUCT SMOKE DETECTORS SHALL BE LISTED AND LABELLED FOR INSTALLATION IN AIR DISTRIBUTION SYSTEMS AND SHALL COMPLY WITH UL 268A. SUCH DEVICES SHALL BE COMPATIBLE WITH THE OPERATING VELOCITIES, PRESSURES, TEMPERATURES, AND HUMIDITIES OF THE SYSTEM. DUCT SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72 IN AN ACCESSIBLE LOCATION. CONTRACTOR SHALL PROVIDE AND INSTALL REMOTE ANNUNCIATOR IN A CONSTANTLY ATTENDED LOCATION WITH THE ASSOCIATED SENSORS, WIRING, CONDUITS ETC.

M22– CONTROLS:
A. EACH HVAC SYSTEM SHALL BE PROVIDED WITH AN AUTOMATIC SPACE TEMPERATURE CONTROL DEVICE CAPABLE OF BEING SET TO MAINTAIN SPACE TEMPERATURE SET POINTS FROM 55°F TO 85°F AND HAVE THE ABILITY TO OPERATING THE SYSTEM HEATING AND COOLING IN SEQUENCE. CONTROLS SHALL BE ADJUSTED TO PROVIDE A TEMPERATURE RANGE OF AT LEAST 5°F AND UP TO 10°F BETWEEN FULL HEATING AND COOLING, AND HAVE THE CAPABILITY OF TERMINATING ALL HEATING AT A TEMPERATURE OF NO MORE THAN 70°F AND COOLING AT NOT LESS THAN 78°F.
B. THERMOSTATS SHALL HAVE NUMERIC SETPOINTS IN °F, ADJUSTABLE SETPOINT STOPS ACCESSIBLE TO ONLY AUTHORIZED PERSONNEL, AND SHALL BE MOUNTED AT 48" ABOVE FINISHED FLOOR.
C. CONTROLS SHALL BE PROVIDED THAT TEMPORARILY OPERATE THE SYSTEM AS REQUIRED DURING OFF HOURS TO MAINTAIN A SETBACK HEATING AND COOLING THERMOSTAT SETPOINT.
D. ALL LINE AND LOW VOLTAGE WIRING SHALL BE INSTALLED IN CONDUIT. ALL CONDUITS SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR.

M23– VIBRATION ISOLATION:
ALL EQUIPMENT SHALL BE SECURELY FASTENED TO THE BUILDING STRUCTURE WITH CODE APPROVED VIBRATION ISOLATORS AND EARTHQUAKE RESTRAINTS.

M24– CONDENSATE DRAIN:
A 3/4" MINIMUM CONDENSATE DRAIN FROM EACH AIR CONDITIONING UNIT TO A CODE APPROVED RECEPTOR SHALL BE PROVIDED. CONDENSATE PIPING SHALL BE TYPE 'L' COPPER. PROVIDE UNISTRUT PIPE CLAMPS AT PIPE SUPPORTS AS REQUIRED (NOT TO EXCEED 6 FEET O.C.). PROVIDE DIELECTRIC SEPARATION BETWEEN ALL DISSIMILAR MATERIALS. ALL INTERIOR CONDENSATE DRAIN PIPING SHALL BE INSULATED.

M25– OUTSIDE AIR:
MINIMUM VENTILATION RATES SHALL COMPLY WITH THE LATEST EDITION OF ASHRAE REQUIREMENTS. CONTROLS SHALL BE PROVIDED TO ALLOW OUTSIDE AIR DAMPERS OR DEVICES TO BE OPERATE AT THE REQUIRED VENTILATION RATES. OUTSIDE AIR INTAKES SHALL BE A MINIMUM OF 10'–0" FROM ROOF JACKS AND EXHAUSTS, VENTS AND INTAKES SHALL BE COVERED WITH 1/2" MESH GALVANIZED SCREEN.

M26– ACCESS DOORS:
WHERE NECESSARY IN DUCTWORK OR CASINGS, SUITABLE ACCESS DOORS AND FRAMES TO PERMIT INSPECTION, OPERATION AND MAINTENANCE OF ALL CONTROLS, MOTOR BEARINGS, OR OTHER APPARATUS CONCEALED BEHIND THE SHEET METAL WORK SHALL BE PROVIDED. ACCESS DOORS IN DUCTS MAY BE OF SINGLE PANEL CONSTRUCTION OF NOT LESS THAN NO. 18 GAUGE GALVANIZED STEEL AND SHALL HAVE SPONGE RUBBER GASKETS WITH HINGES AND LATCHES.

M27– BALANCING AND ADJUSTING:
A. ALL AIR SYSTEMS SHALL BE ADJUSTED BY AN INDEPENDENT BALANCING CONTRACTOR THAT IS A MEMBER OF THE ASSOCIATED AIR BALANCING COUNCIL (AABC) OR THE NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB). SUBMIT BALANCE REPORT TO OWNER PRIOR TO RECEIVING FINAL PAYMENT. ADDITIONAL BALANCING DAMPERS AND/OR PULLEY CHANGES SHALL BE PROVIDED AS REQUIRED TO BALANCE SYSTEMS AT NO INCREASE IN CONTRACT PRICE.
B. EACH PIECE OF EQUIPMENT AND ALL SYSTEMS SHALL BE ADJUSTED AND RE–ADJUSTED TO INSURE PROPER FUNCTION OF ALL CONTROLS, MAINTENANCE OF TEMPERATURES, ADEQUACY OF FLOWS AND CAPACITIES, ELIMINATION OF NOISE AND VIBRATION, AND SHALL BE LEFT IN PROPER OPERATING CONDITION. OPERATING POWER REQUIREMENTS FOR EACH ITEM OF EQUIPMENT SHALL NOT EXCEED THE RATED MOTOR HORSEPOWER.

M28– PACKAGED ROOF TOP UNITS:

MANUFACTURERS:

A. CARRIER, TRANE, JCI OR APPROVED EQUAL.

SUBMITTALS:
A. MANUFACTURER'S TECHNICAL DATA FOR EACH UNIT, WHICH INCLUDES RATED CAPACITIES, DIMENSIONS, REQUIRED CLEARANCES, CHARACTERISTICS, FURNISHED SPECIALTIES, AND ACCESSORIES.
B. ROOF CURB MOUNTING DETAILS FOR SECURING & FLASHING ROOF CURBS TO ROOF STRUCTURE ALONG WITH COORDINATING ITEMS WITH ROOF MEMBRANE SYSTEM. INCLUDE STRUCTURAL MEMBERS TO WHICH RTUS WOULD BE ATTACHED, ROOF OPENINGS, ROOF CURBS AND FLASHING, POWER, SIGNAL, CONTROL WIRING DIAGRAMS, ROOF PENETRATIONS FOR DUCTS, PIPES, ELECTRICAL RACEWAYS. THESE SHALL BE PREPARED BY A QUALIFIED PROFESSIONAL ENGINEER.

SPARE MATERIALS:
A. MANUFACTURER SHALL PROVIDE ONE (1) SPARE SET OF FAN BELT FOR EACH BELT–DRIVEN FAN. PROVIDE ONE (1) SPARE SET OF FILTERS FOR EACH UNIT. THESE SHALL BE PROVIDED BY THE EQUIPMENT MANUFACTURER AND NOT THE INSTALLING MECHANICAL CONTRACTOR. PROVIDE SPARE MATERIALS PACKED IN PROTECTIVE COVERING AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS.

QUALITY ASSURANCE:
A. ARI COMPLIANCE: COMPLY WITH ARI 210/240 AND ARI 340/360 FOR TESTING AND RATING ENERGY EFFICIENCIES FOR RTUS. COMPLY WITH ARI 270 FOR TESTING AND RATING SOUND PERFORMANCE FOR RTUS.
B. ASHRAE COMPLIANCE: COMPLY WITH ASHRAE 15 FOR REFRIGERATION SYSTEM SAFETY. COMPLY WITH ASHRAE 33 FOR TESTING COOLING AND HEATING COILS. COMPLY WITH APPLICABLE REQUIREMENTS IN ASHRAE 62.1, SECTION 5 (SYSTEMS AND EQUIPMENT) & 7 (CONSTRUCTION AND STARTUP).
C. ENERGY COMPLIANCE: COMPLY WITH IECC 2021, ASHRAE 90.1–2019 AND DOE 2015 MINIMUM EFFICIENCY REQUIREMENTS.
D. ASHRAE/IESNA 90.1 COMPLIANCE: COMPLY WITH APPLICABLE REQUIREMENTS IN ASHRAE/IESNA 90.1, SECTION 6 (HEATING, VENTILATING, AND AIR CONDITIONING).
E. NFPA COMPLIANCE: COMPLY WITH NFPA 90A AND/OR 90B.
F. UL COMPLIANCE: COMPLY WITH UL–1995. UNITS SHALL BE UL–TESTED AND CERTIFIED IN ACCORDANCE WITH ANSI Z21.47 STANDARDS.
G. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND MARKED FOR INTENDED USE.
H. ASTM COMPLIANCE: UNIT CASING SHALL BE CAPABLE OF WITHSTANDING 500 HOUR SALT SPRAY EXPOSURE PER ASTM B117 (SCRIBED SPECIMEN). UNIT SHALL BE SHAKE TESTED TO ASSURANCE LEVEL 1, ASTM D4169 TO ENSURE SHIPPING RELIABILITY.
I. NRCA COMPLIANCE: UNIT ROOF CURB SHALL BE DESIGNED TO CONFORM TO NRCA STANDARDS.
J. EISA COMPLIANCE: HIGH EFFICIENCY MOTORS LISTED SHALL MEET SECTION 313 OF ENERGY INDEPENDENCE AND SECURITY ACT (EISA) OF 2007.
K. UNIT SHALL BE CONSTRUCTED TO PREVENT SNOW INTRUSION AND TESTED TO PREVENT SNOW INTRUSION INTO THE CONTROL BOX UP TO 40 MPH.

WARRANTY:
A. MANUFACTURER SHALL PROVIDE A FULL MACHINE PARTS, LABOR AND REFRIGERANT WARRANTY FOR A PERIOD OF FIVE (5) YEARS. PROVIDE EXTENDED TEN (10) YEARS STAINLESS STEEL GAS HEAT EXCHANGER WARRANTY. WARRANTY SHALL BEGIN FROM DATE OF CERTIFICATE OF SUBSTANTIAL COMPLETION.
B. IN THE EVENT OF PARTS OR EQUIPMENT FAILURE, THE MANUFACTURER SHALL PROVIDE NEW MOTOR, COMPRESSOR, FAN, EVAPORATOR COIL, CONDENSER COIL, CONTROLLERS, DRIVE ASSEMBLY ETC. LOCAL OR FIELD REBUILT PARTS, EQUIPMENT OR ACCESSORIES ARE NOT ACCEPTABLE.
C. WARRANTY SHALL INCLUDE MISCELLANEOUS MATERIALS, TRAVEL TIME, INCIDENTAL EXPENSES, NORMAL FREIGHT/SHIPPING, REFRIGERANT, OILS, LUBRICANTS, BELTS, FILTERS, INSULATION AND ANY EXPENSES RELATED TO SERVICE CALLS REQUIRED TO DIAGNOSE AND CORRECT WARRANTY ISSUES.
D. MANUFACTURER SHALL PROVIDE FACTORY CERTIFICATES FOR EACH ROOF TOP UNIT. CERTIFICATE SHALL INCLUDE MODEL NUMBER, SERIAL NUMBER AND WARRANTY INFORMATION.
E. ALL WARRANTY WORK SHALL BE PERFORMED BY FACTORY DIRECT SERVICE TECHNICIAN AND NOT BY INSTALLING MECHANICAL CONTRACTOR.

PREVENTATIVE MAINTENANCE SERVICE:
A. PROVIDE ON A QUARTERLY BASIS, FULL SERVICE AND MAINTENANCE OF UNITS FOR PERIOD OF FIVE (5) YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
B. EACH MAINTENANCE SERVICE SHALL INCLUDE SYSTEMATIC UNIT EXAMINATION, ADJUSTMENTS, UNIT LUBRICATION AND CONTROLS CALIBRATION. ANY PARTS TO BE REPLACED OR REPAIRED SHALL BE AS PER MANUFACTURER'S OPERATING AND MAINTENANCE DATA. ORIGINAL EQUIPMENT MANUFACTURER' PARTS AND EQUIPMENT SHALL BE USED.
C. ALL MAINTENANCE AND SERVICE WORK SHALL BE PERFORMED WITHOUT REMOVING UNITS FROM SERVICE DURING REGULAR OCCUPIED HOURS. ANY OFF–LINE WORK SHALL BE COORDINATED WITH THE OWNER. ENSURE ALL WORK IS COMPLETED WITHOUT UNREASONABLE LOSS OF TIME.
D. FOR REPLACEMENT OR EMERGENCY PURPOSES, MAINTAIN LOCALLY ADEQUATE STOCK OF PARTS.
E. ALL MAINTENANCE AND SERVICE WORK SHALL BE PERFORMED BY FACTORY TRAINED TECHNICIANS. MAINTENANCE SERVICE SHALL NOT BE ASSIGNED TO AGENT OR SUBCONTRACTOR WITHOUT PRIOR WRITTEN CONSENT OF OWNER.

FACTORY TESTING:
ALL UNITS SHALL BE FACTORY ASSEMBLED, INTERNALLY WIRED, FULLY CHARGED WITH REFRIGERANT, AND 100% TESTED PRIOR TO LEAVING THE FACTORY. UPON REQUEST BY THE OWNER AND ENGINEER, CERTIFIED FACTORY TESTING REPORT SHALL BE SENT. TESTING SHALL INCLUDE REFRIGERANT CIRCUIT TEST, LEAKAGE TEST, CONTROL SYSTEMS OPERATION, FINAL UNIT INSPECTION. ALL FAILURES SHALL BE CORRECTED PRIOR TO UNIT LEAVING THE FACTORY.

STORAGE AND HANDLING:
A. ALL UNITS SHALL BE FACTORY WRAPPED BY MANUFACTURER PRIOR TO SHIPMENT. EQUIPMENT SHALL BE STORED IN PROTECTED PLACE AWAY FROM CONSTRUCTION TRAFFIC AND WEATHER.
B. EQUIPMENT SHALL NOT BE DELIVERED UNTIL THE CONSTRUCTION PHASE IS REACHED WHERE UNIT IS NEEDED OR WHEN BUILDING IS CLOSED ENOUGH TO PROTECT THE EQUIPMENT.
C. ALL UNITS SHALL ONLY BE STORED OR POSITIONED IN THE UPRIGHT POSITION. UNITS THAT ARE TO BE LIFTED BY CRANES REQUIRES EITHER SHIPPING TOP PANELS OR SPREADER BARS.
D. DURING CONSTRUCTION ALL EQUIPMENT SHALL REMAIN IN MANUFACTURER'S PROTECTIVE SHIPPING WRAP. PROVIDE ADDITIONAL WRAPS IF SHIPPING WRAP IS DAMAGED. CONTRACTOR SHALL ENSURE EQUIPMENT SHALL BE COVERED AND SECURED WITH HEAVY TARPAULINS, DROP CLOTHS OR OTHER PROTECTIVE COVERINGS AS REQUIRED TO PROTECT FROM INCLEMENT WEATHER, MOISTURE, CONSTRUCTION TRAFFIC, PLASTER, PAINT, MORTAR, DIRT, CHEMICALS ETC. ALL PROTECTIVE COVERINGS ARE IN ADDITION TO MANUFACTURER'S ORIGINAL FACTORY PACKING.
E. RIGGING, UNLOADING AND TRANSPORTATION OF UNITS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
F. ALL UNITS SHALL BE PROTECTED AGAINST PHYSICAL DAMAGES. FACTORY COVERS SHALL BE LEFT IN PLACE UNTIL UNIT STARTUP.

GENERAL:
A. ALL UNITS SHALL BE FABRICATED AS PER AMCA 99 AND ARI 430. UNITS SHALL BE FACTORY ASSEMBLED, SINGLE PIECE WITH ALL FACTORY WIRING, PIPING, CONTROLS AND SPECIAL FEATURES WITHIN UNIT ENCLOSURE.
B. PURON (R–410A) REFRIGERANT SHALL BE USED.
C. PERFORMANCE BASE SHALL BE SEAL LEVEL PRESSURE OR ALTITUDE.
D. UNITS SHALL BE CAPABLE OF STARTING AND RUNNING AT 115°F AMBIENT OUTDOOR TEMPERATURE, MEETING MAXIMUM LOAD CRITERIA OF AHRI STANDARD 340/360 AT +/– 10% VOLTAGE.
E. UNIT COMPRESSORS WITH STANDARD CONTROLS SHALL BE CAPABLE OF OPERATION DOWN TO 35°F AMBIENT OUTDOOR TEMPERATURES. PROVIDE ACCESSORY WINTER KIT IF REQUIRED.

UNIT CASING:
A. CABINET SHALL BE CONSTRUCTED OF GALVANIZED STEEL AND SHALL BE BONDERIZED AND COATED WITH PRE–PAINTED BAKED ENAMEL FINISH ON ALL EXTERNALLY EXPOSED SURFACES. UNIT CASING SHALL BE CAPABLE OF WITHSTANDING 500 HOUR SALT SPRAY EXPOSURE PER ASTM B117 (SCRIBED SPECIMEN).
B. UNIT CABINET EXTERIOR PAINT SHALL BE FILM THICKNESS: MINIMUM 0.003 INCHES, GLOSS: 60 (PER ASTM D523, 60°F), HARDNESS 2H PENCIL HARDNESS.
C. INSULATION AND ADHESIVE: INSULATION MATERIALS SHALL BE ASTM C 1071, TYPE I, 1 INCH THICK, 1.5 LBS. DENSITY. LINER MATERIALS SHALL HAVE AIR–STREAM SURFACE COATED WITH AN EROSION AND TEMPERATURE RESISTANT COATING OR FACED WITH A PLAIN OR COATED FIBROUS MAT OR FABRIC. LINER ADHESIVE SHALL COMPLY WITH ASTM C916, TYPE I.
D. UNIT SHALL HAVE 16 GAUGE THICK FULL PERIMETER GALVANIZED STEEL BASE RAILS WITH HOLES FOR RIGGING SHACKLES.
E. CONDENSATE DRAIN PAN SHALL BE SLOPED AND MADE OF NON–CORROSIVE MATERIAL, COMPLY WITH ASHRAE STANDARD 62. PROVIDE CONDENSATE OVERFLOW SWITCH INCLUDING INDICATOR LIGHT, 10 SECOND DELAY TO BREAK AND COMPRESSOR OPERATION DISABLE.
F. UNIT SHALL HAVE THRU–THE–BASE GAS AND ELECTRICAL CONNECTIONS. PROVIDE FIELD FURNISHED COUPLINGS AS REQUIRED FOR CONNECTIONS. ALL THRU–THE–BASE CONNECTIONS SHALL BE WATER TIGHT. NO BASE PAN PENETRATIONS ARE ALLOWED.
G. UNIT SHALL COMPLY WITH ASHRAE 62.1 REQUIREMENTS FOR INSPECTION, CLEANING AND MAINTENANCE ACCESS.
H. PROVIDE HINGED ACCESS DOORS WITH GASKETS. DOOR MATERIAL AND CONSTRUCTION SHALL MATCH CABINET MATERIAL AND CONSTRUCTION.
I. PROVIDE REINFORCED METAL SURFACE FLOORS.

GAS HEAT:
A. GAS FURNACE SHALL BE FACTORY ASSEMBLED, PIPED AND WIRED COMPLYING WITH ANSI Z21.47 AND NFPA 54. FURNACE SHALL BE DESIGNED, CERTIFIED BY AND BEARING LABEL OF CSA.
B. HEAT EXCHANGER SHALL BE INDUCED DRAFT DESIGN, INCORPORATE A DIRECT SPARK IGNITION SYSTEM AND REDUNDANT MAIN GAS VALVES. GRAVITY VENTED DESIGN.
C. HEAT EXCHANGER SHALL BE STAINLESS STEEL WITH MINIMUM THERMAL EFFICIENCY OF 80%.
D. FUEL USED SHALL BE NATURAL GAS AND IGNITION SHALL BE ELECTRONICALLY CONTROLLED ELECTRIC SPARK WITH FLAME SENSOR.
E. HEAT EXCHANGER DRAIN PAN SHALL BE STAINLESS STEEL CONSTRUCTION.
F. GAS CONTROL VALVE SHALL BE ELECTRONIC MODULATING TYPE.
G. GAS TRAIN SHALL BE SINGLE BODY, REGULATED, REDUNDANT, 24 VAC GAS VALVE ASSEMBLY CONTAINING PILOT SOLENOID VALVE, PILOT FILTER, PRESSURE REGULATOR, PILOT SHUTOFF, AND MANUAL SHUTOFF.
H. BURNERS SHALL BE INSHOT TYPE CONSTRUCTED OF ALUMINUM–COATED STEEL.
I. PROVIDE WITH FLUE DISCHARGE DEFLECTOR TO DIRECT UNIT EXHAUST VERTICALLY. DEFLECTOR SHALL BE DEFINED AS "NATURAL DRAFT" DEVICE BY THE NATIONAL FUEL AND GAS CODE (NFG).
J. PROVIDE FLUE SHIELD.

EVAPORATOR, CONDENSER AND HOT GAS REHEAT REFRIGERANT COILS:
A. COIL CAPACITY RATINGS SHALL COMPLY WITH ASHRAE 33 AND ARI 410. COIL SHALL BEAR ARI LABEL.
B. COILS SHALL BE LEAK TESTED WITH AIR UNDERWATER. EVAPORATOR COILS SHALL BE LEAK TESTED TO 150 PSIG, PRESSURE TESTED TO 450 PSIG AND QUALIFIED TO UL 1995 BURST TEST AT 1,775 PSIG. CONDENSER COILS SHALL BE LEAK TESTED TO 150 PSIG, PRESSURE TESTED TO 650 PSIG AND QUALIFIED TO UL 1995 BURST TEST AT 1,980 PSIG.
C. SUPPLY AIR REFRIGERANT COILS SHALL HAVE ALUMINUM PLATE FIN AND SEAMLESS COPPER TUBE WITH BRAZED JOINTS IN GALVANIZED STEEL CASING WITH EQUALIZING TYPE VERTICAL DISTRIBUTOR. TUBE HEADER MATERIAL SHALL BE SEAMLESS COPPER. FIN AND TUBE JOINTS SHALL BE MECHANICAL BOND. COILS SHALL BE CIRCUIT COILS FOR INTERTWINED CONTROL.
D. OUTDOOR AIR REFRIGERANT AND HOT–GAS REHEAT COILS SHALL HAVE ALUMINUM PLATE FIN AND SEAMLESS COPPER TUBE WITH BRAZED JOINTS IN GALVANIZED STEEL CASING WITH EQUALIZING TYPE VERTICAL DISTRIBUTOR (OR) ALUMINUM MICROCHANNEL CONSTRUCTION IN ALUMINUM CASING WITH EQUALIZING TYPE VERTICAL DISTRIBUTOR.
E. ALL COILS SHALL BE CIRCUIT COILS FOR INTERTWINED CONTROL.
F. PROVIDE CONDENSER COIL HAIL GUARD ASSEMBLY. ASSEMBLY SHALL BE LOUVERED STYLE DESIGN.

DEHUMIDIFICATION SYSTEM:
A. UNIT SHALL INCLUDE DEHUMIDIFICATION SYSTEM PROVIDING TWO MODES OF DEHUMIDIFICATION IN ADDITION TO THE NORMAL COOLING MODE.
A.A. SUBCOOLING MODE SHALL SUBCOOL THE HOT LIQUID REFRIGERANT LEAVING THE CONDENSER COIL WHEN BOTH TEMPERATURE AND HUMIDITY IN THE SPACE ARE NOT SATISFIED.
A.B. HOT GAS REHEAT MODE SHALL MIX A PORTION OF HOT GAS FROM THE DISCHARGE OF THE COMPRESSOR WITH HOT LIQUID REFRIGERANT LEAVING THE CONDENSER COIL TO CREATE A TWO–PHASE HEAT TRANSFER IN THE SYSTEM, RESULTING IN NEUTRAL LEAVING AIR TEMPERATURE WHEN ONLY HUMIDITY IN THE SPACE IS NOT SATISFIED.

REFRIGERANT CIRCUIT COMPONENTS:
A. REQUIREMENTS IN ASHRAE 15 "SAFETY STANDARD FOR REFRIGERATION SYSTEMS" SHALL BE COMPLIED WITH.
B. FACTORY CHARGE WITH R–410A (CLASSIFIED AS SAFETY GROUP A1 ACCORDING TO ASHRAE 34) REFRIGERANT AND OIL.
C. PROVIDE SCROLL COMPRESSORS MOUNTED ON INTEGRAL VIBRATION ISOLATORS, INTERNAL OVERCURRENT AND HIGH TEMPERATURE PROTECTION, INTERNAL PRESSURE RELIEF AND CRANKCASE HEATER.
D. PROVIDE WINTER START KIT.
E. PROVIDE EXPANSION VALVE WITH REPLACEABLE THERMOSTATIC ELEMENT, REFRIGERANT FILTER/DRYER, MANUAL–RESET HIGH–PRESSURE SAFETY SWITCH, AUTOMATIC–RESET LOW–PRESSURE SAFETY SWITCH, MINIMUM OFF–TIME RELAY, AUTOMATIC–RESET COMPRESSOR RESET THERMAL OVERLOAD, BRASS SERVICE VALVES INSTALLED IN COMPRESSOR SUCTION AND LIQUID LINES, LOW–AMBIENT KIT HIGH–PRESSURE SENSOR, HOT–GAS REHEAT SOLENOID VALVE WITH REPLACEABLE MAGNETIC COIL, FOUR–WAY REVERSING VALVE WITH REPLACEABLE MAGNETIC COIL, THERMOSTATIC EXPANSION VALVES WITH BYPASS CHECK VALVES, SUCTION LINE ACCUMULATOR, THERMOSTAT FOR COIL FREEZEUP PROTECTION.
F. PROVIDE SERVICE GAGE CONNECTIONS ON SUCTION AND DISCHARGE LINES, PRESSURE GAGE LINE ACCESS.
G. PROVIDE TWO STAGE, VARIABLE SPEED OR DIGITAL SCROLL COMPRESSORS FOR CAPACITY CONTROL.

FILTERS:
A. FILTER RACKS SHALL HANDLE MAX. 2" THICK HIGH EFFICIENCY FILTERS. FILTER ACCESS SHALL BE THRU HINGED ACCESS DOOR.
B. REPLACEABLE FILTER MEDIA SHALL BE MERV 8 OR GREATER. RATED IN ACCORDANCE WITH ASHRAE TEST STANDARD 52.2. MAX. FILTER AREA VELOCITY SHALL BE 350 FPM.

ECONOMIZER AND DAMPERS:
A. GEAR DRIVEN, INTEGRATED MODULATING BLADE DESIGN TYPE CAPABLE OF SIMULTANEOUS ECONOMIZER AND COMPRESSOR OPERATION.
B. DAMPER BLADES SHALL BE GALVANIZED STEEL, ULTRA LOW LEAK WITH COMPOSITE GEARS. PLASTIC OR COMPOSITE
C. BLADES SHALL NOT BE ACCEPTABLE. GEAR DRIVEN OUTDOOR AIR VENTILATION AND RETURN AIR DAMPERS SHALL BE PROVIDED. DAMPER LEAKAGE SHALL NOT EXCEED 2% LEAKAGE AT 1 IN. W.G. PRESSURE DIFFERENTIAL.
D. UNIT SHALL INCLUDE ALL HARDWARE AND CONTROLS REQUIRED TO PROVIDE FREE COOLING WITH OUTDOOR AIR WHEN AMBIENT TEMPERATURE AND/OR HUMIDITY ARE BELOW SETPOINT.

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M-1.0

E. ECONOMIZER CONTROLLER SHALL PROVIDE:
  A.A. 2-LINE LCD INTERFACE SCREEN FOR SETUP, CONFIGURATION AND TROUBLESHOOTING.
  A.B. ON-BOARD FAULT DETECTION AND DIAGNOSTICS (FDD).
  A.C. SENSOR FAILURE LOSS OF COMMUNICATION IDENTIFICATION.
  A.D. AUTOMATIC SENSOR DETECTION.
  A.E. SHALL BE CAPABLE FOR USE WITH MULTI-SPEED INDOOR FAN SYSTEMS.
  A.F. DIGITAL SENSORS FOR DIFFERENTIAL DRY BULB AND DIFFERENTIAL ENTHALPY.
  A.G. INDICATIONS WHEN IN FREE COOLING MODE.
B. ECONOMIZER SHALL BE CAPABLE TO INTRODUCE 100% OUTDOOR AIR. SHALL BE EQUIPPED WITH BAROMETRIC RELIEF DAMPER CAPABLE OF RELIEVING 100% RETURN AIR AND CONTAIN SEALS THAT MEET ASHRAE 90.1-2013 AND IECC-2015 REQUIREMENTS.
C. ECONOMIZER SHALL BE CAPABLE OF CLOSING OUTDOOR VENTILATION AIR DAMPER WITH SPRING RETURN BUILT-IN-MOTOR IN THE EVENT OF LOSS-OF-POWER OR IN UNOCCUPIED MODE.
D. ACTUATOR SHALL BE DIRECT COUPLED TO ECONOMIZER GEAR WITH NO LINKAGE ARMS OR COUPLE RODS.

CONDENSER HEAD PRESSURE CONTROL:
A. CONTROLLER SHALL CONSIST OF SOLID-STATE CONTROL AND CONDENSER COIL TEMPERATURE SENSOR. CONTROLLER SHALL CONTROL COIL HEAD PRESSURE BY CONDENSER FAN SPEED MODULATION. COOLING OPERATION SHALL BE ALLOWED DOWN TO 35°F AMBIENT TEMPERATURE WITH ADJUSTABLE COMPRESSOR LOCKOUT.

FANS:
A. EVAPORATOR FAN AND MOTOR:
  A.A. SHALL BE SEALED PERMANENTLY LUBRICATED BEARINGS.
  A.B. SHALL HAVE MAXIMUM CONTINUOUS BHP RATING FOR CONTINUOUS DUTY OPERATION.
  A.C. SHALL BE VARIABLE FREQUENCY DUTY AND 2-SPEED CONTROL (RTU-01, 02) AND MODULATING CONTROL (RTU-03).
  A.D. SHALL CONTAIN MOTOR SHAFT GROUNDING RING TO PREVENT ELECTRICAL BEARING FLUTING DAMAGE BY SAFELY DIVERTING HARMFUL SHAFT VOLTAGES AND BEARING CURRENTS TO GROUND.
  A.F. PROVIDE BELT DRIVEN EVAPORATOR FAN WITH ADJUSTABLE PITCH MOTOR PULLEY. BLOWER FAN SHALL BE DOUBLE INLET WITH FORWARD CURVED BLADES. CONSTRUCTED OF STEEL WITH CORROSION RESISTANT FINISH AND DYNAMICALLY BALANCED.
  A.G. FACTORY SUPPLIED VARIABLE FREQUENCY DRIVE (VFD) MANUFACTURED BY ABB SHALL INCLUDE,
    A.G.A. WITH 12-MONTH WARRANTY FROM DATE OF SUBSTANTIAL COMPLETION.
    A.G.B. VFD SHALL BE INSIDE UNIT CABINET, MOUNTED, WIRED AND TESTED.
    A.G.C. SHALL CONTAIN ELECTROMAGNETIC INTERFERENCE (EMI) FREQUENCY PROTECTION.
    A.G.D. SHALL INCLUDE INSULATED GATE BI-POLAR TRANSISTORS (IGBT) TO PRODUCE OUTPUT PULSE WIDTH MODULATED WAVEFORM (PWM) FOR QUIET MOTOR OPERATION.
    A.G.E. SELF DIAGNOSTICS WITH FAULT AND POWER CODE LED INDICATOR. PROVIDE WITH FIELD ACCESSORY DISPLAY KIT.
    A.G.F. RS485 CAPABILITY STANDARD.
    A.G.G. ELECTRONIC THERMAL OVERLOAD PROTECTION.
    A.G.H. 5% SWINGING CHOKES FOR HARMONIC REDUCTION AND IMPROVED POWER FACTOR.
    A.G.I. CONFORMAL COATED PRINTED CIRCUIT BOARDS.
B. CONDENSER FAN AND MOTOR:
  B.A. SHALL BE DIRECT DRIVEN PROPELLER TYPE FAN.
  B.B. SHALL HAVE GALVALUM BLADES RIVETED TO STEEL SPIDERS THAT HAVE CORROSION-RESISTANT PROPERTIES AND DYNAMICALLY BALANCED.
  B.C. SHALL HAVE STEEL FAN SAFETY GUARD WITH CORROSION RESISTANT COATING.
  B.D. CONDENSER FAN MOTORS SHALL BE ELECTRONICALLY COMMUTATED (ECM), TOTALLY ENCLOSED AIR OVER, SHALL USE PERMANENTLY LUBRICATED BEARINGS, SHALL HAVE INHERENT THERMAL OVERLOAD PROTECTION WITH AN AUTOMATIC RESET FEATURE.

SMOKE DETECTORS:
A. PROVIDE CONTROLLER WITH DETECTOR. DETECTOR SHALL BE ENVIRONMENTALLY COMPENSATED WITH DIFFERENTIAL SENSING.
B. PROVIDE MAGNET-ACTIVATED TEST/RESET SENSOR SWITCHES. SHALL INCLUDE A RECESSED MOMENTARY SWITCH FOR TESTING AND RESETTING DETECTOR.

THERMOSTAT:
A. PROVIDE 7-DAY PROGRAMMABLE THERMOSTAT WITH BUILT-IN HUMIDISTAT CAPABLE OF SUPPLY FAN 2-SPEED OPERATION, 2-STAGE COOLING, 2-STAGE HEATING AND HOT GAS REHEAT ACTIVATION WHEN REQUIRED.
B. PROGRAMMABLE THERMOSTAT SHALL HAVE AUTOMATIC START AND STOP CONTROLS. AUTOMATIC START CONTROLS SHALL BE CONFIGURED TO AUTOMATICALLY ADJUST THE DAILY START TIME OF THE HVAC SYSTEM IN ORDER TO BRING EACH SPACE TO THE DESIRED OCCUPIED TEMPERATURE IMMEDIATELY PRIOR TO SCHEDULED OCCUPANCY. AUTOMATIC STOP CONTROLS SHALL BE CAPABLE OF REDUCING THE HVAC SYSTEM'S HEATING TEMPERATURE SETPOINT AND INCREASE THE COOLING SETPOINT BY NOT LESS THAN 2 DEG. F. BEFORE SCHEDULED UNOCCUPIED PERIOD BASED ON THE THERMAL LAG AND ACCEPTABLE DRAFT IN SPACE TEMPERATURE THAT IS WITHIN COMFORT LIMITS.
C. PROGRAMMABLE THERMOSTAT SHALL BE CAPABLE OF STARTING AND STOPPING THE SYSTEM FOR SEVEN DIFFERENT DAILY SCHEDULES PER WEEK AND RETAINING THEIR PROGRAMMING AND TIME SETTING DURING A LOSS OF POWER FOR NOT FEWER THAN 10 HOURS. ADDITIONALLY, THE CONTROLS SHALL HAVE A MANUAL OVERRIDE THAT ALLOWS TEMPORARY OPERATION OF THE SYSTEM FOR UP TO 2 HOURS.

INDOOR AIR QUALITY (CO2) SENSOR:
A. SENSOR SHALL BE WALL MOUNT WITH LED DISPLAY & SETPOINT ADJUSTMENT CAPABILITY. SENSOR SHALL BE ABLE TO COMMUNICATE WITH UNIT ECONOMIZER CONTROLLER.

ELECTRICAL CONNECTIONS:
A. PROVIDE SINGLE POINT POWER CONNECTION TO THE UNIT. ALL FACTORY INSTALLED AND WIRED SWITCHES, MOTOR CONTROLLERS, TRANSFORMERS, OTHER ELECTRICAL DEVICES SHALL PROVIDE A SINGLE POINT POWER CONNECTION TO THE UNIT.
B. UNIT MOUNTED NON-FUSED NEMA KS 1 DISCONNECT SWITCH SHALL BE FACTORY INSTALLED AND INTERNALLY MOUNTED. SHALL BE NATIONAL ELECTRICAL CODE (NEC) AND UL APPROVED. SHALL BE ACCESSIBLE FROM OUTSIDE THE UNIT, SHALL PROVIDE LOCAL SHUTDOWN AND LOCKOUT CAPABILITY.
C. PROVIDE A GFCI, 120V/15 AMPS, 2 PLUG, UNPOWERED CONVENIENCE OUTLET. CONVENIENCE OUTLET CONNECTION SHALL BE A SEPARATE ELECTRICAL FEED AND NOT FROM THE MAIN. OUTLET SHALL INCLUDE A FIELD INSTALLED "WET IN USE" COVER.
D. PROVIDE NEMA 250, TYPE 4X ENCLOSURE WITH HINGED ACCESS DOOR IN UNIT CABINET WITH A LOCK AND KEY.
E. PROVIDE UNIT WITH PHASE AND BROWN OUT PROTECTION TO SHUT DOWN ALL MOTORS IN THE UNIT IN THE EVENT THAT THE ELECTRICAL PHASES ARE OUT OF BALANCE BY MORE THAN 10% ON VOLTAGE, VOLTAGE IS UNDER 10% UNDER DESIGN VOLTAGE OR ON PHASE REVERSAL.
F. PROVIDE AUXILIARY AND ADJUSTABLE TIME DELAY RELAYS.
G. PROVIDE FACTORY MOUNTED OVERCURRENT PROTECTION SERVICE FOR EACH MOTOR.

ROOF CURBS:
A. SHALL BE DESIGNED TO MATE WITH DOWN FLOW SUPPLY AND RETURN OPENINGS, SHALL SUPPORT THE ENTIRE WEIGHT OF ROOF TOP UNIT, SHALL PROVIDE A WATERTIGHT SEAL. DESIGN SHALL ALLOW FIELD FABRICATED RECTANGULAR SUPPLY/RETURN DUCTWORK TO BE CONNECTED DIRECTLY TO THE CURB.
B. DESIGN SHALL COMPLY WITH NRCA REQUIREMENTS. MINIMUM HEIGHT SHALL BE 14".
C. SHALL INCLUDE WOOD NAILER STRIPS AND SHALL BE SHIPPED KNOCKED DOWN FOR TOOL LESS FIELD ASSEMBLY.
D. TO PROVIDE LEVEL SURFACE FOR RTU MOUNTING, MATCH ROOF CURB SLOPE TO ROOF SLOPE.
E. VERTICAL MEMBERS OF ROOF CURB SHALL BE INSULATED WITH A MINIMUM THERMAL RESISTANCE (R-VALUE) OF 6.0 BTU/HR-FT2-°F. PROVIDE CONTINUOUS INSULATION BETWEEN UNIT BASE AND ROOF CURB. CURB WALLS SHALL BE INSULATED WITH 2" THICK FIBERGLASS INSULATION. UNIT BASE SHALL BE INSULATED WITH 1" THICK FIBERGLASS INSULATION.
F. CURBS AND CURB ADAPTORS SHALL BE RATED FOR A MINIMUM 120 MPH WIND SPEED AND SHALL BE CERTIFIED BY STRUCTURAL ENGINEER UPON SUBMITTAL. CERTIFICATION SHALL BE PROVIDED WITHIN SUBMITTAL FOR APPROVAL.

M29- EXHAUST FANS:
A. MANUFACTURERS: GREENHECK CORP., LOREN COOK COMPANY, PENNBARRY OR APPROVED EQUAL.
B. QUALITY ASSURANCE: CONFORM TO AMCA 210 AND BEAR AMCA CERTIFIED RATING SEAL. FOR SOUND RATING CONFORM TO AMCA 301, TESTED TO AMCA 300 AND BEAR AMCA CERTIFIED SOUND RATING SEAL. FANS SHALL BE UL LISTED AND LABELED, DESIGNED MANUFACTURED AND TESTED IN ACCORDANCE WITH UL 705. CONFORM TO AMCA 204 FOR BALANCE QUALITY.
C. PROVIDE CEILING MOUNTED EXHAUST FAN OF GALVANIZED STEEL HOUSING, SOUND ABSORBING INSULATION, WHITE COATED ALUMINUM GRILLE, OUTLET DUCT COLLAR WITH INTEGRAL BACKDRAFT DAMPER, FORWARD CURVED WHEEL, PLUG TYPE DISCONNECT, ADJUSTABLE MOUNTING BRACKETS, SQUARE DUCT CONNECTION, FIELD ROTATABLE DISCHARGE.
D. FOR ROOF MOUNTED FANS PROVIDE:
  D.A. ALUMINUM HOUSING WITH BACKWARD INCLINED ALUMINUM WHEEL,
  D.B. ALUMINUM CURB CAP WITH PREPUNCHED MOUNTING HOLES, DRAIN TROUGH, BALL OR SLEEVE BEARING MOTORS,
  D.C. MOTOR ISOLATED ON SHOCK MOUNTS, CORROSION RESISTANT FASTENERS.
  D.D. NON-FUSED DISCONNECT SWITCH IN NEMA-3R ENCLOSURE.
  D.E. JUNCTION BOX MOUNTED AND WIRED.
  D.F. HIGH WIND RATED (+/-150 PSF RATED).
  D.G. FACTORY APPLIED FOAM CURB SEAL.
  D.H. FAN AND ASSOCIATED ACCESSORIES COATED WITH HI-PRO POLYESTER COATING.
  D.I. ALUMINUM BIRD SCREEN AND RUB RING.
  D.J. MOTORIZED DAMPER WITH 115V ACTUATOR WITH END SWITCH.
  D.K. 0.064 INCH. ALUMINUM ROOF CURB OF 12 INCH HEIGHT WITH 1 INCH THICK 3 LBS. DENSITY INSULATION. PROVIDE DAMPER TRAY FOR MOTORIZED DAMPER.
E. FOR ROOF MOUNTED EXHAUST FANS PROVIDE NON-FUSED DISCONNECT SWITCH IN NEMA-3R ENCLOSURE.
F. MOTOR SHALL BE RATED FOR CONTINUOUS USE.
G. PROVIDE ELECTRONICALLY COMMUTATED (ECM) MOTOR WITH MOUNTED POTENTIOMETER DIAL.
H. PROVIDE UL/CUL 507 LISTED EXHAUST FAN.
I. PROVIDE ADJUSTABLE EASY INSTALLATION MOUNTING BRACKET WITH ISOLATION KIT.
J. PROVIDE ALUMINUM GRILLE WITH WHITE ENAMEL FINISH.
K. PROVIDE ALUMINUM WHEEL MATERIAL.
L. REFER TO MECHANICAL SCHEDULES SHEET M-2.0 FOR EQUIPMENT MANUFACTURER, PERFORMANCE DATA AND NOTES.
M. FURNISH ONE (1) YEAR MANUFACTURER'S WARRANTY FOR FANS FROM DATE OF CERTIFICATE OF SUBSTANTIAL COMPLETION.

M30- ROOF HOODS:
A. MANUFACTURERS: GREENHECK CORP., LOREN COOK COMPANY, PENNBARRY OR APPROVED EQUAL.
B. QUALITY ASSURANCE: CONFORM TO AMCA 210 AND BEAR AMCA CERTIFIED RATING SEAL. FOR SOUND RATING CONFORM TO AMCA 301, TESTED TO AMCA 300 AND BEAR AMCA CERTIFIED SOUND RATING SEAL. FANS SHALL BE UL LISTED AND LABELED, DESIGNED MANUFACTURED AND TESTED IN ACCORDANCE WITH UL 705. CONFORM TO AMCA 204 FOR BALANCE QUALITY.
C. PROVIDE PRECISION FORMED LOCKED RIB ALUMINUM CONSTRUCTION WITH 0.5 INCH ALUMINUM BIRD SCREEN.
D. PROVIDE 12" PREFABRICATED 0.064 INCH THICK ALUMINUM ROOF CURB WITH 1 INCH THICK 3 LBS. DENSITY INSULATION.
E. PROVIDE ROOF HOOD DESIGNED TO WITHSTAND HIGH WINDS UP TO 150 MPH SPEED.
F. PROVIDE GRAVITY ACTUATED BACK-DRAFT DAMPER WITH ADJUSTABLE COUNTERWEIGHT.
G. REFER TO MECHANICAL SCHEDULES SHEET M-2.0 FOR EQUIPMENT MANUFACTURER, PERFORMANCE DATA AND NOTES.
H. FURNISH ONE (1) YEAR MANUFACTURER'S WARRANTY FOR ROOF HOODS FROM DATE OF CERTIFICATE OF SUBSTANTIAL COMPLETION.

M31- DIFFUSERS & GRILLES:
A. MANUFACTURERS: TITUS, PRICE, KRUEGER, RUSKIN OR APPROVED EQUAL.
B. REFER TO MECHANICAL SCHEDULES SHEET M-2.0 FOR EQUIPMENT MANUFACTURER, PERFORMANCE DATA AND NOTES.
C. MOUNTING: PROVIDE WITH PLASTER FRAMES OR PLASTER RINGS FOR AIRTIGHT SEAL AGAINST MOUNTING SURFACES. PROVIDE LAY-IN TYPE FOR T BAR CEILINGS. PROVIDE 1-1/2" OVERLAP FLANGE FOR GYP BOARD AND WALL SURFACES
D. RATE DIFFUSERS AND GRILLES ACCORDING TO ASHRAE 70 (METHOD OF TESTING FOR RATING THE PERFORMANCE OF AIR OUTLETS AND INLETS).
E. PROVIDE SQUARE TO ROUND NECK ADAPTER.
F. FOR FIRE RATED ROOF/CEILING ASSEMBLIES PROVIDE UL CLASSIFIED FIRE RATED CEILING DIFFUSER ASSEMBLY LISTED IN THE UNDERWRITERS LABORATORIES "FIRE RESISTANCE DIRECTORY". FIRE RATED DIFFUSERS SHALL HAVE FIRE RESISTANCE RATING OF 3 HOURS. DIFFUSERS SHALL BE HEAVY GAUGE STEEL AND SHALL BE TESTED IN ACCORDANCE WITH UL 263 AND MEET NFPA 90A REQUIREMENTS. PROVIDE 3-HOUR CEILING RADIATION DAMPER WITH FUSIBLE LINK ASSEMBLY IN ACCORDANCE WITH UL 555C. FIRE CLOSURE TEMPERATURE OF 165°F. PROVIDE UL LISTED THERMAL BLANKET INSULATION OF MINERAL FIBER AROUND ENTIRE DIFFUSER.
G. CONTRACTOR SHALL SUBMIT CUTSHEETS AND SUBMITTAL DATA FOR ALL TYPES OF DIFFUSERS, REGISTERS AND GRILLES USED ON THE PROJECT TO THE OWNER AND ARCHITECT FOR APPROVAL.
H. 6-WAY DRUM DIFFUSER SHALL BE HEAVY DUTY CONSTRUCTION WITH MINIMUM 30° VERTICAL ADJUSTMENT WITH FULL HORIZONTAL BLADE ADJUSTMENT. DRUM DIFFUSERS AND SHALL INCLUDE INTERNAL PRECISION TUNED AIR DEFLECTOR. PROVIDE BUILT IN DUCT CAP WITH HANGING SUPPORTS.

M32 - INFRARED GAS RADIANT HEATER
A. MANUFACTURERS: SPACE-RAY, REZNOR OR APPROVED EQUAL.
B. REFER TO MECHANICAL SCHEDULE SHEET M-2.0 FOR EQUIPMENT MANUFACTURER, PERFORMANCE DATA AND NOTES.
C. PROVIDE NATURAL GAS FIRED, MODULATING TWO-STAGE CONTROLS, U-TUBE DESIGN RADIANT HEATERS.
D. PROVIDE VACCUM PULL-THRU COMBUSTION SYSTEM.
E. BURNER SHALL BE ONE-PIECE CAST IRON WITH A 10-YEAR MANUFACTURER'S WARRANTY ON BURNER.
F. PROVIDE DIRECT SPARK IGNITION SYSTEM WITH STEP-OPENING GAS VALVE, AND 100% GAS SHUT-OFF SAFETY CONTROL.
G. PROVIDE WITH THREE MONITORING LIGHTS FOR DIAGNOSIS.
H. PROVIDE 3" O.D. CALORIZED ALUMINIZED STEEL EMITTER TUBE WITH MINIMUM 5-YEAR MANUFACTURER'S WARRANTY ON EMITTER TUBE.
I. PROVIDE HIGH EFFICIENCY ALUMINUM REFLECTORS.
J. PROVIDE LOWER MOUNTING HEIGHT KIT, OUTDOOR KIT AND EMITTER GUARD KIT.

2021 COMMERCIAL ENERGY CONSERVATION CODE COMPLETION REQUIREMENTS:

THE FOLLOWING REQUIREMENTS ARE MANDATORY PROVISIONS AND ARE NECESSARY FOR COMPLIANCE WITH THE CODE.

DRAWINGS: CONSTRUCTION DOCUMENTS SHALL REQUIRE THAT WITHIN 90 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE RECORD DRAWINGS OF THE ACTUAL INSTALLATION BE PROVIDED TO THE BUILDING OWNER OR THE DESIGNATED REPRESENTATIVE OF THE BUILDING OWNER. RECORD DRAWINGS SHALL INCLUDE AS A MINIMUM THE LOCATION AND PERFORMANCE DATA ON EACH PIECE OF EQUIPMENT, GENERAL CONFIGURATION OF DUCT AND PIPE DISTRIBUTION SYSTEM INCLUDING SIZES AND THE TERMINAL AIR OR WATER DESIGN FLOW RATES.

MANUALS: CONSTRUCTION DOCUMENTS SHALL REQUIRE THAT AN OPERATING MANUAL AND A MAINTENANCE MANUAL BE PROVIDED TO THE BUILDING OWNER OR THE DESIGNATED REPRESENTATIVE OF THE BUILDING OWNER WITHIN 90 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE. THESE MANUALS SHALL BE IN ACCORDANCE WITH INDUSTRY ACCEPTED STANDARDS (SEE APPENDIX E) AND SHALL INCLUDE AT A MINIMUM, THE FOLLOWING:
A. SUBMITTAL DATA WITH EQUIPMENT SIZES AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
B. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE, EXCEPT EQUIPMENT NOT FURNISHED AS PART OF THE PROJECT. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.
C. NAMES AND ADDRESSES OF AT LEAST ONE LOCAL SERVICE AGENCY.
D. HVAC CONTROL SYSTEM, MAINTENANCE AND CALIBRATION INFORMATION, INCLUDING WIRING DIAGRAMS, SCHEMATICS, AND CONTROL SEQUENCE DESCRIPTIONS. DESIRED OR FIELD DETERMINED SETPOINTS SHALL BE PERMANENTLY RECORDED ON CONTROL DRAWINGS, AT CONTROL DEVICES OR FOR DIGITAL CONTROL SYSTEMS IN PROGRAMMING COMMENTS.
E. PROVIDE A COMPLETE NARRATIVE OF HOW EACH SYSTEM IS INTENDED TO OPERATE, INCLUDING SUGGESTED SETPOINTS.

2021 ENERGY CODE: SHUTOFF DAMPER CONTROLS:

SECTION C403.7.7 SHUTOFF DAMPERS:

OUTDOOR AIR INTAKE AND EXHAUST OPENINGS AND STAIRWAY SHAFT VENTS SHALL BE PROVIDED WITH CLASS 1 MOTORIZED DAMPERS. THE DAMPERS SHALL HAVE AN AIR LEAKAGE RATE NOT GREATER THAN 4 CFM/FT^2 (20.3 L/S.M^2) OF DAMPER SURFACE AREA AT 1.0 INCH WATER GUAGE (249 PA) AND SHALL BE LABELED BY APPROVED AGENCY WHEN TESTED IN ACCORDANCE WITH AMCA 500D FOR SUCH PURPOSE.

OUTDOOR INTAKE AND EXHAUST DAMPERS SHALL BE INSTALLED WITH AUTOMATIC CONTROLS CONFIGURED TO CLOSE WHEN THE SYSTEMS OR SPACES SERVED ARE NOT IN USE OR DURING UNOCCUPIED PERIOD WARM-UP AND SETBACK OPERATION, UNLESS THE SYSTEM SERVED REQUIRE OUTDOOR OR EXHAUST AIR IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE OR THE DAMPERS ARE OPENED TO PROVIDE INTENTIONAL ECONOMIZER COOLING.
STAIRWAY AND SHAFT VENT DAMPERS SHALL BE INSTALLED WITH AUTOMATIC CONTROLS CONFIGURED TO OPEN UPON ACTIVATION OF ANY FIRE ALARM INITIATING DEVICE OF THE BUILDINGS FIRE ALARM SYSTEM OR THE INTERRUPTION OF POWER TO THE DAMPER.

EXCEPTION: GRAVITY (NON-MOTORIZED) DAMPERS SHALL BE PERMITTED TO BE USED AS FOLLOWS:
1. IN BUILDINGS LESS THAN THREE STORIES IN HEIGHT ABOVE GRADE PLANE.
2. IN BUILDINGS OF ANY HEIGHT LOCATED IN CLIMATE ZONES 1, 2 AND 3.
3. WHERE THE DESIGN EXHAUST CAPACITY IS NOT GREATER THAN 300 CFM (142 L/S)

GRAVITY (NON-MOTORIZED) DAMPER SHALL HAVE AN AIR LEAKAGE RATE NOT GREATER THAN 20 CFM/FT^2 (101.6 L/S.M^2) WHERE NOT LESS THAN 24 INCHES (610 MM) IN EITHER DIMENSION AND 40 CFM/FT^2 WHERE LESS THAN 24 INCHES IN EITHER DIMENSION. THE RATE OF LEAKAGE SHALL BE DETERMINED AT 1.0 INCH WATER GAUGE WHEN TESTED IN ACCORDANCE WITH AMCA 500D FOR SUCH PURPOSE. THE DAMPERS SHALL BE LABELED BY AN APPROVED AGENCY.

APPLICABLE CODES AND STANDARDS:

2021 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL FIRE CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE

DESIGN TEMPERATURES:
OUTSIDE AIR TEMPERATURES:
SUMMER: 99.2°F (DRY BULB); 76.2°F (WET BULB)
WINTER: 26.3°F (DRY BULB)

RETURN AIR TEMPERATURES:
SUMMER: 76°F (DRY BULB); 63°F (WET BULB)
WINTER: 70°F (DRY BULB)

MECHANICAL LEGEND

SYMBOL	DESCRIPTION
24"x12"	DUCT SIZE (IN., INSIDE DIMENSION) WIDTH x DEPTH FOR RECTANGULAR DUCT
18"ø	ROUND DUCT SIZE (IN., INSIDE DIMENSION)
T	THERMOSTAT
TH	COMBINATION THERMOSTAT & HUMIDISTAT
FD SD FS	FIRE DAMPER | SMOKE DETECTOR | COMBINATION FIRE/SMOKE DAMPER
CFM	CUBIC FEET PER MINUTE
O.A.	OUTSIDE AIR
	CEILING SUPPLY DIFFUSER
	CEILING TRANSFER/RETURN DIFFUSER
	CEILING SUPPLY GRILLE
	RETURN AIR GRILLE (RAG)
	AIR DUCT
	VOLUME DAMPER
M	MOTORIZED DAMPER
	EXHAUST FAN (RE: SCHEDULE)
	DUCT REDUCER
A 12"ø 300 CFM	AIR DEVICE, DUCT SIZE & CFM
	MECHANICAL EQUIPMENT

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Dwg. Name

Mechanical Specifications

Dwg. No.

M-1.1

PACKAGED ROOF TOP UNIT SCHEDULE

DESIGNATION	SERVICE	TYPE	MANUFACTURER	MODEL NUMBER	SEE NOTE	DIMENSIONS (L"xW"xH")	TONNAGE	ARI EER / IEER OR SEER	UNIT WEIGHT (LBS)	INDOOR BLOWER DATA					COOLING COIL DATA							HOT GAS RE-HEAT DATA		GAS HEATING DATA					ELECTRICAL INFORMATION		
										TOTAL CFM	OUTSIDE AIR CFM	EST. EXT. SP. (IN. WG.)	MAX. BRAKE HP	DRIVE / TYPE	CFM OVER COIL	MAX. FACE VELOCITY (FPM)	GRAND SENSIBLE BTUH	GRAND TOTAL BTUH	EAT (°F DB)	EAT (°F WB)	LAT (°F DB)	CAPACITY BTUH	LAT (°F DB)	SOURCE	INPUT BTUH	OUTPUT BTUH	EAT (°F DB)	LAT (°F DB)	VOLTS/PH/HZ	MCA	MOCP
RTU-01	DINING	SZ VAV	CARRIER	48FES	1-22	89"L x 81"W x 50"H	12.5	10.8 EER / 14.0 IEER	1,180	4,400	1,050	1.00	4.80	DIRECT	4,400	500	103,780	130,530	81.5*	66.2*	59.7*	95,040	75.0*	GAS	180,000	148,000	59.6*	85.0*	208/3/60	69.0	80
RTU-02	KITCHEN	SZ VAV	CARRIER	48FES	1-21	116"L x 93"W x 58"H	15.0	10.8 EER / 14.0 IEER	1,833	5,050	400	1.00	3.16	DIRECT	5,050	500	117,220	153,610	77.8*	64.0*	56.3*	109,080	75.0*	GAS	180,000	146,000	66.5*	85.0*	208/3/60	74.0	100

SCHEDULE NOTES:

1. REFERENCE DRAWINGS FOR ELECTRICAL DATA.
2. ESTIMATED EXTERNAL STATIC PRESSURE INCLUDES LOSSES THROUGH DUCTWORK, AIR DEVICES, SOUND ATTENUATORS, ETC.
3. ROOF TOP UNIT INTERNAL STATIC PRESSURE SHALL INCLUDE LOSSES THROUGH COILS, CASING, INTERNAL DAMPERS, AND 0.5" W.G. FOR DIRTY FILTERS.
4. AMBIENT AIR TEMPERATURE TO BE 105°F.
5. PROVIDE NEW 14" INSULATED SOLID BOTTOM ROOF CURB.
6. PROVIDE OA HOOD WITH METAL MESH OA FILTERS AND PERMENANT METAL FILTER FRAMES WITH MAXIMUM 2" THICK MERV 8 FILTER MEDIA UPSTREAM OF COOLING COIL.
7. PROVIDE SINGLE POINT POWER CONNECTION WITH FACTORY MOUNTED AND WIRED DISCONNECT SWITCH AND 120v/15 AMP, 2 PLUG, UNPOWERED CONVENIENCE OUTLET. ELECTRICAL TO PROVIDE SEPARATE POWER FEED TO THE OUTLET.
8. REFRIGERANT SHALL BE R-410a.
9. PROVIDE CORROSION RESISTANT POLYMER DRAIN PAN WITH FLOAT SWITCH IN DRAIN PAN WIRED TO RTU EMERGENCY SHUT-DOWN CIRCUIT.
10. PROVIDE HAIL GUARDS.
11. FACTORY PROVIDED AND INSTALLED ECONOMIZER WITH BAROMETRIC RELIEF DAMPERS. PROVIDE LOW LEAK, MODULATING, MOTORIZED OUTSIDE AIR DAMPER. PROVIDE UNIT CONTROLLER WITH ECONOMIZER FAULT DETECTION AND DIAGNOSIS SYSTEM.
12. EVAPORATOR COIL SHALL A MINIMUM OF 4 ROWS.
13. ROOF TOP UNIT SHALL BE SINGLE WALL CONSTRUCTION.
14. PROVIDE FACTORY MOUNTED AND WIRED VARIABLE FREQUENCY DRIVES FOR SUPPLY FAN, CONDENSER FANS OR ECM MOTORS. FIELD MOUNTED DRIVES WILL NOT BE ACCEPTABLE.
15. UNIT SHALL HAVE MULTI-STAGE COMPRESSOR TO PROVIDE MINIMUM 2 STAGES OF COOLING.
16. PROVIDE UNIT WITH HOT GAS RE-HEAT COIL.
17. PROVIDE PROGRAMMABLE THERMOSTAT WITH BUILT-IN HUMIDISTAT CAPABLE OF ACTIVATING HOT GAS RE-HEAT. PROVIDE THERMOSTAT WITH 1 REMOTE SENSOR FOR TEMPERATURE AVERAGING. SENSOR INSTALLATION LOCATIONS SHOWN ON DRAWINGS.
18. ROOFTOP UNIT SHALL BE RATED FOR 150 MPH WIND SPEED.
19. GAS HEAT EXCHANGER SHALL BE STAINLESS STEEL. PROVIDE WITH MINIMUM 2 STAGES OF HEATING.
20. PROVIDE LOW AMBIENT CONTROL DOWN TO 35°F.
21. COOLING COILS SHALL HAVE GALVANIZED STEEL COIL CASINGS WITH E-COAT AND GALVANIZED STEEL COIL SUPPORTS.
22. PROVIDE CO2 SENSOR FOR DEMAND CONTROLLED VENTILATION. OUTSIDE AIR DAMPERS SHALL REMAIN CLOSED DURING UNOCCUPIED MODE.

EXHAUST FAN SCHEDULE

DESIGNATION	LOCATION	SERVICE	MANUFACTURER	MODEL NUMBER	NOTES	WEIGHT (LBS)	FAN DATA						
							TYPE	DRIVE	CFM	STATIC PRESSURE (" W.G.)	INPUT WATTS (W)	FAN RPM (MAX.)	VOLT/Ø/HZ
EF-01	CEILING	W RESTROOM	GREENHECK	SP	1-4	11	CENTRIFUGAL	DIRECT	70	0.50	80 W	1,725	120/1/60
EF-02	CEILING	M RESTROOM	GREENHECK	SP	1-4	11	CENTRIFUGAL	DIRECT	70	0.50	80 W	1,725	120/1/60
EF-03	CEILING	U RESTROOM	GREENHECK	SP	1-4	11	CENTRIFUGAL	DIRECT	70	0.50	80 W	1,725	120/1/60

SCHEDULE NOTES

1. REFERENCE ELECTRICAL DRAWINGS FOR ELECTRICAL DATA.
2. PROVIDE FAN WITH ELECTRONICALLY COMMUTATED MOTOR (ECM) OR WITH MOTOR EFFICIENCY THAT EXCEEDS 70%.
3. DIRECT DRIVE FANS SHALL BE PROVIDED WITH SPEED CONTROLLERS FOR SYSTEM BALANCING.
4. INTERLOCK EXHAUST FAN WITH OCCUPANCY SENSOR LOCATED IN RESTROOM. REFER TO ELECTRICAL DRAWINGS.

KITCHEN HOOD EXHAUST FAN & MAKE-UP AIR FAN SCHEDULE (FOR REFERENCE ONLY)

DESIGNATION	LOCATION	SERVICE	MANUFACTURER	MODEL NUMBER	NOTES	WEIGHT (LBS)	FAN DATA					
							MOTOR ENCLOSURE	CFM	STATIC PRESSURE (" W.G.)	MOTOR HP	MOTOR BHP	FAN RPM (MAX.)	VOLT/Ø/HZ
KEF-01	ROOF	KITCHEN HOOD	ECON-AIR	EADU85H	1-2	130	TEAO-ECM	1,600	1.00	1	0.40	1,269	120/1/60
KSF-01	ROOF	KITCHEN HOOD	ECON-AIR	EA-A1-G10	1-2	246	TEAO-ECM	1,270	0.50	1	0.49	867	120/1/60

SCHEDULE NOTES

1. REFER TO HOOD DRAWINGS FROM CAPTIVE-AIRE FOR ADDITIONAL INFORMATION, REQUIREMENTS AND COMPLETE SPECIFICATIONS.
2. VERIFY FAN SPECIFICATION WITH HOOD MANUFACTURER PRIOR TO ORDERING.

DIFFUSERS & GRILLES SCHEDULE

DESIGNATION	MODEL NUMBER	NOISE CRITERIA (NC)	DESCRIPTION
A	TITUS TDCA-AA	25	24x24 MODULE SIZE, LAY-IN BORDER TYPE, 18"x18" NECK SIZE WITH ROUND DUCT CONNECTION SIZED AS INDICATED ON PLANS. NO OPPOSED BLADE DAMPER, ALL ALUMINUM CONSTRUCTION. PROVIDE WITH FACTORY MOLDED R-6 INSULATION BLANKET.
B	TITUS PAR-AA	25	24x24 MODULE SIZE, LAY-IN BORDER TYPE, 22"x22" NECK SIZE UNLESS NOTED OTHERWISE. NO OPPOSED BLADE DAMPER, ALL ALUMINUM CONSTRUCTION. PROVIDE WITH FACTORY MOLDED R-6 INSULATION BLANKET.
C	TITUS CT-480	25	DIMENSION AS INDICATED ON DRAWINGS, 0° DEFLECTION, 1/4" BAR SPACING. ALL ALUMINUM CONSTRUCTION.
D	TITUS 63FL	25	1/2" BLADE SPACING, 30° FIXED DEFLECTION, 16 GAUGE BORDER, 14 GAUGE BLADES, SUPPORT BARS 6 INCH ON CENTER, BLADES PARALLEL TO LONG DIMENSION, ALL ALUMINUM CONTSTRUCTION.
E	TITUS TDCA-AA	25	12x12 MODULE SIZE, LAY-IN BORDER TYPE, 9"x9" NECK SIZE WITH ROUND DUCT CONNECTION SIZED AS INDICATED ON PLANS. NO OPPOSED BLADE DAMPER, ALL ALUMINUM CONSTRUCTION. PROVIDE WITH FACTORY MOLDED R-6 INSULATION BLANKET.
F	TITUS FL-15-JT	25	1" SLOT WIDTH, 1-SLOT, 8'-0" CONTINUOUS LINEAR FLOW BAR, BORDER TYPE 22

SCHEDULE NOTES:

1. CONTRACTOR SHALL PROVIDE DIFFUSER & GRILLES CUTSHEETS TO THE OWNER AND ARCHITECT FOR ALL TYPES OF DIFFUSERS USED ON THE PROJECT.
2. PROVIDE ROTO-TWIST CABLE OPERATED DAMPERS AT IN GYP BOARD CEILINGS.

INFRARED GAS RADIANT HEATER SCHEDULE

DESIGNATION	LOCATION	ARRANGEMENT	MANUFACTURER	MODEL NUMBER	WEIGHT (LBS)	GAS INPUT (BTUH)	CONFIGURATION	TOTAL TUBE LENGTH (FT.)	OVERALL LENGTH (FT.)	ELECTRICAL DATA	
										AMPS	VOLT/Ø/HZ
GRH-01	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60
GRH-02	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60
GRH-03	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60
GRH-04	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60
GRH-05	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60
GRH-06	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60
GRH-07	PATIO	SUSP. FROM STRUCTURE	SPACE-RAY	CB30-15-N7	88	30,000	U TUBE	15	9'-3"	2.6	120/1/60

SCHEDULE NOTES

1. REFERENCE ELECTRICAL DRAWINGS FOR ELECTRICAL DATA.
2. INSTALL THERMOSTAT ON WALL AS INDICATED ON DWG. PROVIDE WITH TWO-STAGE GAS VALVE FOR MODULATING GAS INPUT.
3. FLUE SIZE PER MANUFACTURERS RECOMMENDATIONS.
4. PROVIDE OUTDOOR KIT & EMITTER GUARD KIT.
5. PROVIDE 100% GAS SHUT-OFF SAFETY CONTROL. PROVIDE 3 MONITORING LIGHTS FOR DIAGNOSIS.
6. PROVIDE HIGH EFFICIENCY ALUMINUM REFLECTORS.

OUTSIDE AIR CALCULATIONS (2021 IMC SECTION 403)

SPACE	A AREA (S.F.)	B DENSITY (# / 1,000 SF)	C # OCCUPANTS (AxB / 1,000)	D O/A RATE (CFM / PERSON)	E O/A RATE (CFM / S.F.)	F REQUIRED O/A (DxC + ExA)
UNIT: RTU-01						
DINING 101	1,484	70	104	7.50	0.18	1,047
W RR 106	50	0	0	0.00	0.00	0
CORRIDOR	53	0	0	0.00	0.06	3
M RR 108	53	0	0	0.00	0.00	0
U RR 106	35	0	0	0.00	0.00	0
TOTAL OUTDOOR AIR REQUIRED (CFM)						1,050
TOTAL OUTDOOR AIR PROVIDED (CFM)						1,050
UNIT: RTU-02						
FRONT KITCHEN 106	325	20	7	7.50	0.12	92
PREP 107	214	20	4	7.50	0.12	56
WASH 108	215	20	4	7.50	0.12	56
OFFICE 109	30	5	1	5.00	0.06	7
CASHIER 102	115	15	2	7.50	0.12	29
WAITING	183	30	5	7.50	0.06	48
TOTAL OUTDOOR AIR REQUIRED (CFM)						288
TOTAL OUTDOOR AIR PROVIDED (CFM)						400

CRUST PIZZA - AIR BALANCE

TAG	SUPPLY CFM	OUTSIDE AIR CFM	EXHAUST CFM
RTU-01	4,400	1,050	0
RTU-02	5,050	400	0
KSF-01	1,280	1,280	0
KEF-01	0	0	1,600
EF-01	0	0	70
EF-02	0	0	70
EF-03	0	0	70
TOTAL	10,730	2,730	1,810
AIR BALANCE	BUILDING PRESSURE IS 920 CFM POSITIVE TO OUTSIDE		

ROOF HOOD SCHEDULE

DESIGNATION	SERVICE	MANUFACTURER	MODEL	CFM	WEIGHT (lbs)	MAX. THROAT AREA ($FT.^2$)/ THROAT SIZE (DIA.)	P.D. (INCHES WG)	NOTES
RH-01	RESTROOM EXHAUST	GREENHECK	FGR	210	58	0.44 / 8"x8"	0.014	1-3

SCHEDULE NOTES:

1. PROVIDE ROOF HOOD & ROOF CURB OF ALUMINUM CONSTRUCTION.
2. PROVIDE ALUMINUM BIRD SCREEN AND 12" PREFABRICATED ROOF CURB.
3. PROVIDE ROOF HOODS DESIGNED TO WITHSTAND HIGH WIND SPEEDS UP TO 150 MPH.

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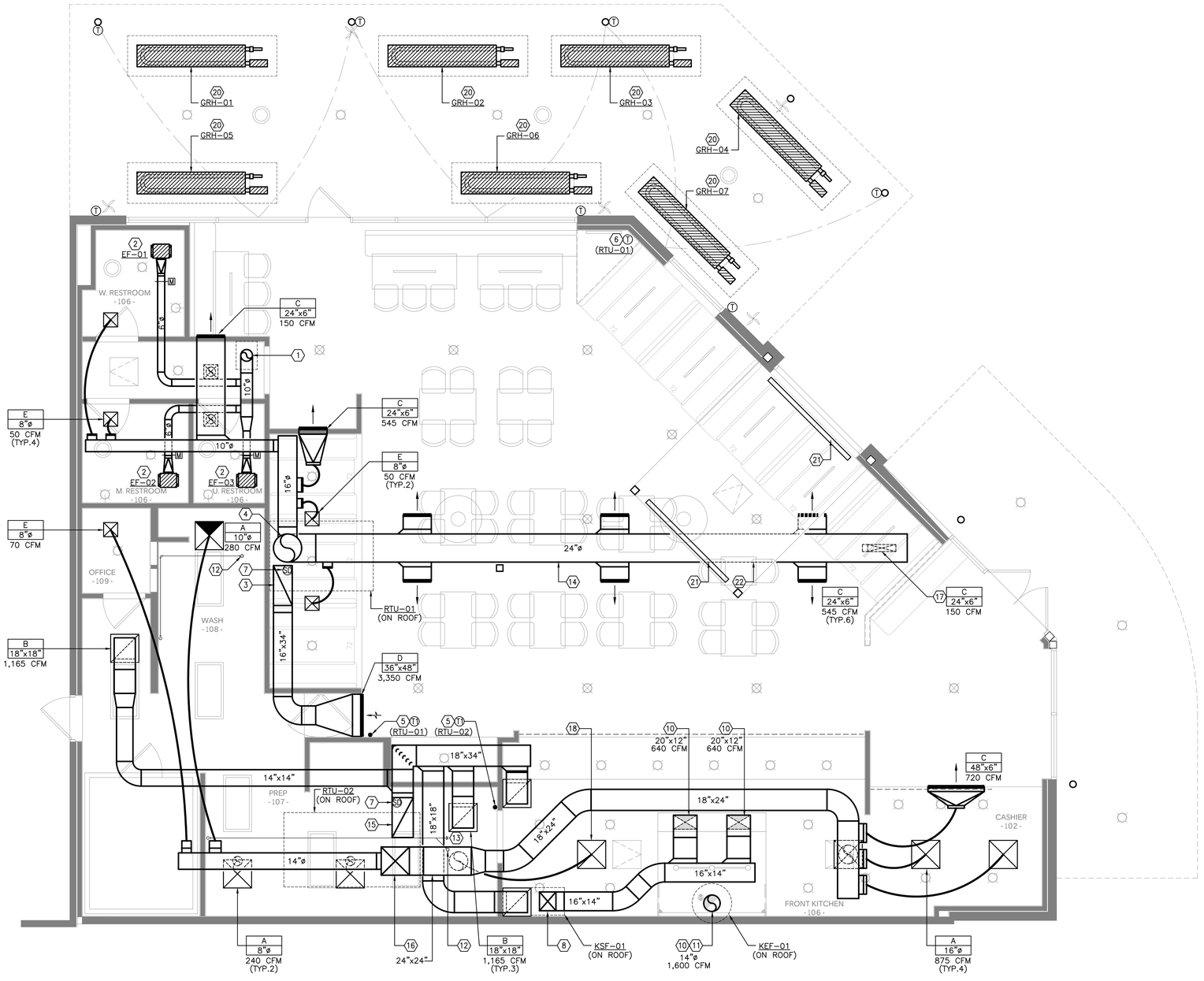
Mechanical Schedules & Calculations

Dwg. No.
M-2.0

PRIOR TO INSTALLING MECHANICAL DUCTS, MECHANICAL CONTRACTOR SHALL SCHEDULE A MEETING WITH CRUST PIZZA'S CONSTRUCTION COORDINATOR AND REVIEW LOCATIONS OF ALL DIFFUSERS

CONTRACTOR SHALL PROVIDE AND INSTALL DUCT SMOKE DETECTOR IN RETURN AIR DUCT OF ALL ROOF TOP UNITS WITH SUPPLY AIRFLOW GREATER THAN 2,000 CFM. INTERLOCK DUCT SMOKE DETECTOR WITH ASSOCIATED ROOF TOP UNIT. DUCT SMOKE DETECTORS SHALL BE LISTED AND LABELED FOR INSTALLATION IN AIR DISTRIBUTION SYSTEMS AND SHALL COMPLY WITH UL 268A. DUCT SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72 IN AN ACCESSIBLE LOCATION. CONTRACTOR SHALL PROVIDE AND INSTALL REMOTE ANNUNCIATOR IN A CONSTANTLY ATTENDED LOCATION WITH THE ASSOCIATED SENSORS, WIRING, CONDUITS ETC.



GENERAL NOTES

1. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL LOCATION OF EQUIPMENT, DUCTS AND GRILLES, ETC. IT IS THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS THAT COMPLETE MECHANICAL SYSTEM BE FURNISHED, INSTALLED, TESTED AND READY FOR OPERATION WHETHER OR NOT EVERY ITEM OF EQUIPMENT, ACCESSORY, DEVICE, ETC. IS SHOWN. REFERENCE SHALL BE MATE TO FULL DRAWING PACKAGE INCLUDING ARCHITECTURAL, STRUCTURAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR COORDINATION AND POTENTIAL CONFLICTS. THE MECHANICAL SUBCONTRACTOR SHALL WITHOUT EXTRA CHARGE, MAKE REASONABLE MODIFICATIONS IN THE LAYOUT AS NEEDED TO PREVENT CONFLICTS WITH OTHER TRADES, OR FOR PROPER EXECUTION OF WORK. FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATING DUCTWORK.
2. DUCT DIMENSIONS INDICATED ON DRAWINGS ARE CLEAR INSIDE AIRSTREAM DIMENSIONS.
3. ALL NEW HVAC EQUIPMENT SHALL BE CLEANED AFTER THE FINISHING OF DRYWALL AND PRIOR TO THE RELEASE OF BUILDING TO OWNER. MECHANICAL CONTRACTOR TO PROVIDE DOCUMENTATION WITH DATE AND TIME OF UNIT CLEANING.
4. REFER TO HOOD DRAWINGS FOR HOOD INFORMATION. CONTRACTOR TO COORDINATE FINAL REQUIREMENTS OF HOOD EQUIPMENT WITH HOOD MANUFACTURER. HOOD, MAKE-UP AIR AND EXHAUST EQUIPMENT TO BE INSTALLED BY MECHANICAL CONTRACTOR. SEE FINAL HOOD DRAWINGS FOR MORE DETAILED INFORMATION.
5. COORDINATE WITH PLUMBING CONTRACTOR TO ROUTE ALL CONDENSATE LINES TO NEAREST FLOOR SINK, HUB DRAIN OR LAVATORY TAIL PIECE.
6. REFER TO SHEET M-2.0 FOR SCHEDULES AND CALCULATIONS.
7. ATTACH ROOF MOUNTED EQUIPMENT TO ROOF CURB AS REQUIRED TO RESIST UPLIFT DUE TO WINDS UP TO 150 MPH WIND SPEED. REFER TO DETAIL #1/M-4.0 AND STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL COORDINATE WITH EXISTING ROOFING MANUFACTURER PRIOR TO CONSTRUCTION. EXISTING ROOF WARRANTY SHALL NOT BE VOID DUE TO CONSTRUCTION. PROVIDE ROOF PROTECTION AROUND ALL ROOFTOP EQUIPMENT AND UNDER PIPING. ALL PIPE PENETRATION ROOF HOODS SHALL BE PROPERLY SEALED AND SECURED TO ENSURE NO LEAKAGE.

GENERAL NOTES | 3

KEYED NOTES:

1. 10"ø EXHAUST AIR DUCT UP TO RELIEF HOOD ON ROOF. TRANSITION TO UNIT INLET.
2. CEILING MOUNTED EXHAUST FAN. CONTRACTOR SHALL PROVIDE MOTORIZED DAMPER IN ASSOCIATED EXHAUST DUCT AND INTERLOCK DAMPER WITH EXHAUST FAN.
3. 16"x34" INTERNALLY LINED RETURN AIR DUCT UP TO ROOF TOP UNIT ON ROOF. TRANSITION TO UNIT INLET.
4. 24"ø DOUBLE WALLED (INSULATED) GALVANIZED STEEL SUPPLY AIR DUCT FROM ROOF TOP UNIT ON ROOF. TRANSITION TO UNIT INLET.
5. 7-DAY PROGRAMMABLE THERMOSTAT WITH HUMIDITY SENSOR PROVIDED BY ROOF TOP UNIT MANUFACTURER. INSTALL AT APPROX. ELEVATION OF 5'-6" A.F.F. COORDINATE LOCATION OF THERMOSTAT WITH CRUST PIZZA'S CONSTRUCTION COORDINATOR.
6. REMOTE TEMPERATURE SENSOR ASSOCIATED WITH PROGRAMMABLE THERMOSTAT. INSTALL AT APPROX. ELEVATION OF 5'-6" A.F.F. ASSOCIATED POWER, CONTROLS WIRING, CONDUITS SHALL BE PROVIDED AND INSTALLED BY MECHANICAL CONTRACTOR AS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE LOCATION OF THERMOSTAT WITH CRUST PIZZA'S CONSTRUCTION COORDINATOR.
7. CONTRACTOR SHALL PROVIDE AND INSTALL DUCT SMOKE DETECTOR IN RETURN AIR DUCT OF ROOF TOP UNIT. INTERLOCK DUCT SMOKE DETECTOR WITH ASSOCIATED ROOF TOP UNIT. DUCT SMOKE DETECTORS SHALL BE LISTED AND LABELED FOR INSTALLATION IN AIR DISTRIBUTION SYSTEMS AND SHALL COMPLY WITH UL 268A. SUCH DEVICES SHALL BE COMPATIBLE WITH THE OPERATING VELOCITIES, PRESSURES, TEMPERATURES, AND HUMIDITIES OF THE SYSTEM. DUCT SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72 IN AN ACCESSIBLE LOCATION. CONTRACTOR SHALL PROVIDE AND INSTALL REMOTE ANNUNCIATOR IN A CONSTANTLY ATTENDED LOCATION WITH THE ASSOCIATED SENSORS, WIRING, CONDUITS ETC.
8. 16"x14" UNTEMPERED MAKE-UP AIR DUCT UP TO SUPPLY FAN ON ROOF. TRANSITION TO UNIT INLET.
9. INSTALL FLEXIBLE DUCTS FROM DUCT TAP TO DIFFUSER INLET AS SHOWN. FLEXIBLE DUCTS SHALL BE UL 181 LISTED AND LABELED AS "LISTED AIR DUCT". REFER TO SPECIFICATIONS.
10. 18 GAUGE 304 STAINLESS STEEL EXHAUST AIR DUCT UP TO KITCHEN EXHAUST FAN ON ROOF. TRANSITION TO UNIT INLET.
11. PROVIDE 18 GAUGE 304 STAINLESS STEEL DUCT TAP FROM MAIN DUCT TO KITCHEN HOOD OPENING. MATCH OPENING SIZE. BALANCE TO CFM SHOWN. REFER TO HOOD DRAWINGS FOR KITCHEN HOOD OPENING SIZES AND CFM INFORMATION.
12. 3/4"ø CONDENSATE DRAIN LINE FROM ROOF TOP UNIT THRU ROOF. REFER TO SHEET M-3.1 FOR CONTINUATION. ROUTE CONDENSATE DRAIN LINE TO SINK P-TRAP AS SHOWN.
13. CONDENSATE PIPING CLEAN-OUT PORT.
14. ALL EXPOSED DUCTWORK SHALL BE DOUBLE WALLED (INSULATED) GALVANIZED STEEL SPIRAL SHEETMETAL CONSTRUCTION. REFER TO SPECIFICATIONS. ALL DIMENSIONS SHOWN ARE CLEAR INNER DIMENSIONS. CONTRACTOR SHALL ENSURE DUCT SURFACE IS FREE OF SCRATCHES OR DENTS AFTER INSTALLATION. ALL EXPOSED SUPPLY AIR DUCTWORK SERVING DINING AREA SHALL BE HORIZONTAL WITH CONSTANT ELEVATION. DUCTWORK ELEVATION SHALL BE AS CLOSE AS POSSIBLE TO THE BOTTOM OF EXISTING STRUCTURAL MEMBERS AND SHALL MAINTAIN ELEVATION THROUGHOUT DUCT RUN.
15. 18"x34" INTERNALLY LINED RETURN AIR DUCT UP TO ROOF TOP UNIT ON ROOF. TRANSITION TO UNIT INLET.
16. 24"x24" SUPPLY AIR DUCT FROM ROOF TOP UNIT ON ROOF. TRANSITION TO UNIT INLET.
17. INSTALL SUPPLY DUCT TAP ON THE BOTTOM OF MAIN SUPPLY DUCT AND CONNECT SUPPLY DIFFUSER TO DUCT TAP AS SHOWN.
18. CONTRACTOR SHALL ADJUST SUPPLY DIFFUSER FOR VERTICAL AIRFLOW.
19. CONTRACTOR SHALL INSTALL SUPPLY DIFFUSER WITH TWO (2) BLANKED OFF FACES AS SHOWN.
20. GAS RADIANT HEATER SUSPENDED FROM STRUCTURE AT APPROX. 11'-0" A.F.F.
21. 8'-0" CONTINUOUS 1.5" LINEAR FLOW BAR TYPE "F" GRILLE. GRILLE FINISH SHALL MATCH ADJACENT CEILING COLOR. GRILLE SHALL BE OPEN FOR AIR TRANSFER BETWEEN TOWER ENCLOSURE AND DINING AREA.
22. SUPPLY AIR DUCT TO BE ROUTED BELOW THE TOWER CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR TOWER CEILING ELEVATION.

MECHANICAL FLOOR PLAN | SCALE: 1/4" = 1'-0" | 1 | KEYED NOTES | 2

Crust Pizza
Interior Build-out
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STATE OF TEXAS
PRASHANT R. MALIK
106152
LICENSED PROFESSIONAL ENGINEER

Date: 04/17/2025

Issued for:

Review	02/17/2025
Permit	02/21/2025
⚠ City Comments	03/31/2025

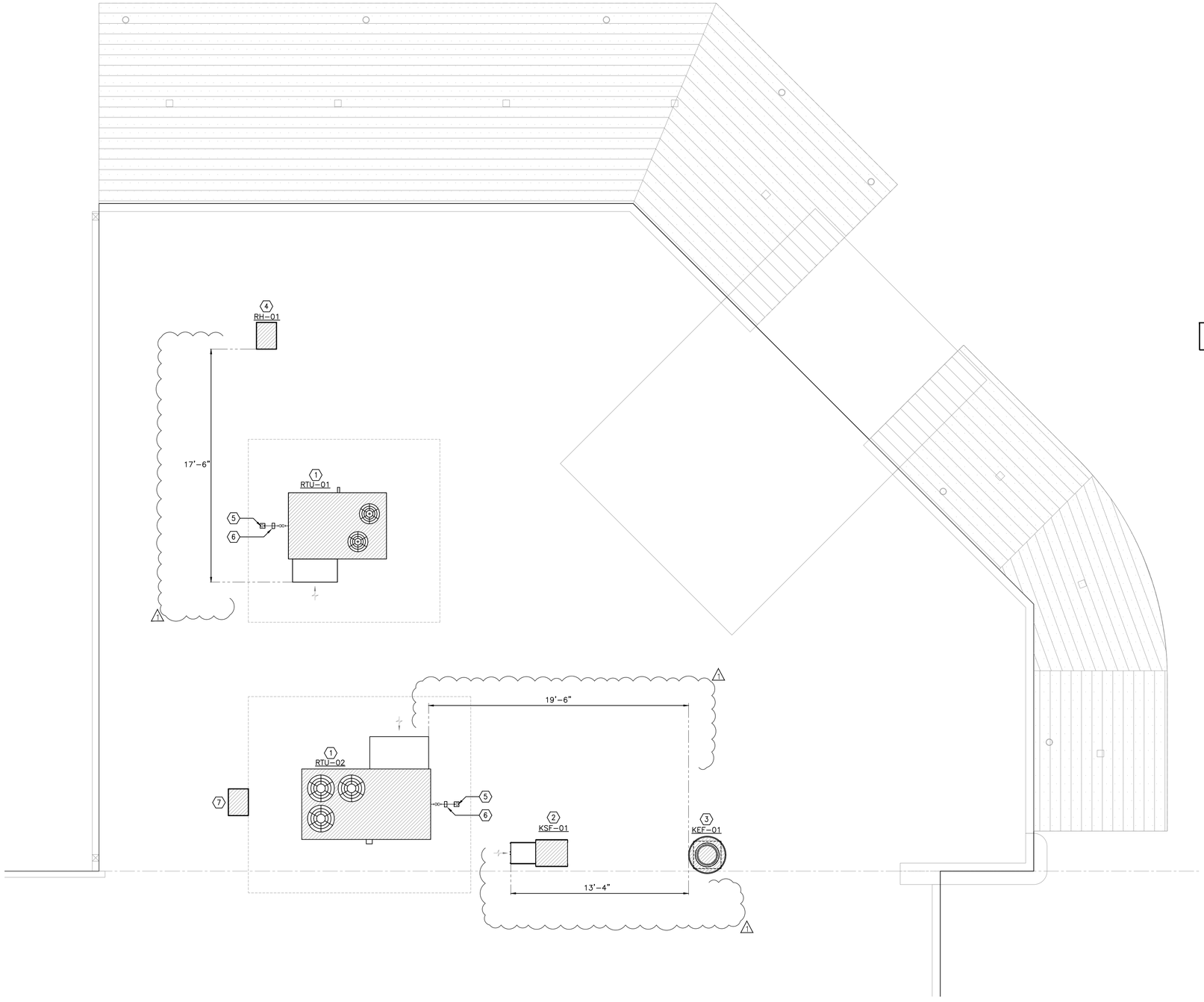
Project No. APM_2504

Dwg. Name

Mechanical Floor Plan

Dwg. No.

M-3.0



GENERAL NOTES:

1. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL LOCATION OF EQUIPMENT, DUCTS AND GRILLES, ETC. IT IS THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS THAT COMPLETE MECHANICAL SYSTEM BE FURNISHED, INSTALLED, TESTED AND READY FOR OPERATION WHETHER OR NOT EVERY ITEM OF EQUIPMENT, ACCESSORY, DEVICE, ETC. IS SHOWN. REFERENCE SHALL BE MATE TO FULL DRAWING PACKAGE INCLUDING ARCHITECTURAL, STRUCTURAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR COORDINATION AND POTENTIAL CONFLICTS. THE MECHANICAL SUBCONTRACTOR SHALL WITHOUT EXTRA CHARGE, MAKE REASONABLE MODIFICATIONS IN THE LAYOUT AS NEEDED TO PREVENT CONFLICTS WITH OTHER TRADES, OR FOR PROPER EXECUTION OF WORK. FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATING DUCTWORK.
2. DUCT DIMENSIONS INDICATED ON DRAWINGS ARE CLEAR INSIDE AIRSTREAM DIMENSIONS.
3. ALL NEW HVAC EQUIPMENT SHALL BE CLEANED AFTER THE FINISHING OF DRYWALL AND PRIOR TO THE RELEASE OF BUILDING TO OWNER. MECHANICAL CONTRACTOR TO PROVIDE DOCUMENTATION WITH DATE AND TIME OF UNIT CLEANING.
4. REFER TO HOOD DRAWINGS FOR HOOD INFORMATION. CONTRACTOR TO COORDINATE FINAL REQUIREMENTS OF HOOD EQUIPMENT WITH KITCHEN CONSULTANT. HOOD, MAKE–UP AIR AND EXHAUST EQUIPMENT TO BE PURCHASED BY KITCHEN CONSULTANT AND INSTALLED BY MECHANICAL CONTRACTOR. SEE FINAL HOOD DRAWINGS FOR MORE DETAILED INFORMATION.
5. COORDINATE WITH PLUMBING CONTRACTOR TO ROUTE ALL CONDENSATE LINES TO NEAREST FLOOR SINK, HUB DRAIN OR LAVATORY TAIL PIECE.
6. REFER TO SHEET M–2.0 FOR SCHEDULES AND CALCULATIONS.
7. ATTACH ROOF MOUNTED EQUIPMENT TO ROOF CURB AS REQUIRED TO RESIST UPLIFT DUE TO WINDS UP TO 150 MPH WIND SPEED. REFER TO DETAIL #1/M–4.0 AND STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL COORDINATE WITH EXISTING ROOFING MANUFACTURER PRIOR TO CONSTRUCTION. EXISTING ROOF WARRANTY SHALL NOT BE VOID DUE TO CONSTRUCTION. PROVIDE ROOF PROTECTION AROUND ALL ROOFTOP EQUIPMENT AND UNDER PIPING. ALL PIPE PENETRATION ROOF HOODS SHALL BE PROPERLY SEALED AND SECURED TO ENSURE NO LEAKAGE.

GENERAL NOTES | 3

KEYED NOTES:

1. PACKAGED ROOF TOP UNIT WITH GAS HEAT. ROUTE 3/4"ø CONDENSATE DRAIN LINE AS SHOWN TO FLOOR DRAIN BELOW ON SHEET 01/M–3.0. REFER TO PLUMBING DRAWINGS FOR EXACT DRAIN LOCATION AND GAS CONNECTION. ALL PIPE PENETRATION ROOF HOODS SHALL BE PROPERLY SEALED AND SECURED TO ENSURE NO LEAKAGE.
2. KITCHEN HOOD MAKE–UP AIR FAN PROVIDED BY HOOD MANUFACTURER AND INSTALLED BY MECHANICAL CONTRACTOR ON ROOF.
3. KITCHEN HOOD EXHAUST AIR FAN PROVIDED BY HOOD MANUFACTURER AND INSTALLED BY MECHANICAL CONTRACTOR ON ROOF. INSTALL G2 GREASE GUARD ON ROOF AROUND EXHAUST FAN AS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. ROOF MOUNTED RELIEF HOOD. CONTRACTOR SHALL ENSURE RELIEF HOOD IS INSTALLED AT LEAST 10'–0" AWAY FROM OUTSIDE AIR INTAKE OPENINGS ASSOCIATED WITH ADJACENT TENANT ROOF MOUNTED EQUIPMENT.
5. ROUTE 3/4"ø CONDENSATE DRAIN LINE ON ROOF TO FLOOR DRAIN BELOW ROOF THRU STAINLESS STEEL PIPE PENETRATION ROOF HOOD AS SHOWN. PIPE PENETRATION ROOF HOOD SHALL BE PROPERLY SEALED AND SECURED TO ENSURE NO LEAKAGE. REFER TO SHEET 1/M–3.0 FOR CONTINUATION. ALL OUTDOOR CONDENSATE PIPING SHALL BE PROVIDED WITH INSULATION AND ALUMINUM JACKETING.
6. PROVIDE PORTABLE PIPE SUPPORTS FOR CONDENSATE PIPING IN MAX. HORIZONTAL SPACING OF 8'–0" INTERVALS. PORTABLE PIPE SUPPORTS SHALL BE MANUFACTURED BY ADVANCED SUPPORT PRODUCT, INC., MODEL SS1000A/SS2000–CB–ADJ (AS APPLICABLE) OR PRIOR APPROVED EQUAL. ALL METALS MATERIALS SHALL BE HOT–DIPPED GALVANIZED.
7. ROOF MOUNTED FREEZER/COOLER CONDENSING UNIT SHOWN FOR REFERENCE PURPOSES. UNIT TO BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. MOUNT UNIT ON APPROVED EQUIPMENT SUPPORTS SUCH AS DURA BLOK. WOOD BLOCKING SHALL NOT BE ACCEPTABLE.

MECHANICAL FLOOR PLAN | SCALE: 1/4" = 1'-0" | 1 | KEYED NOTES | 2

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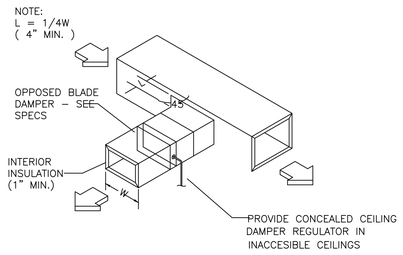
Dwg. Name

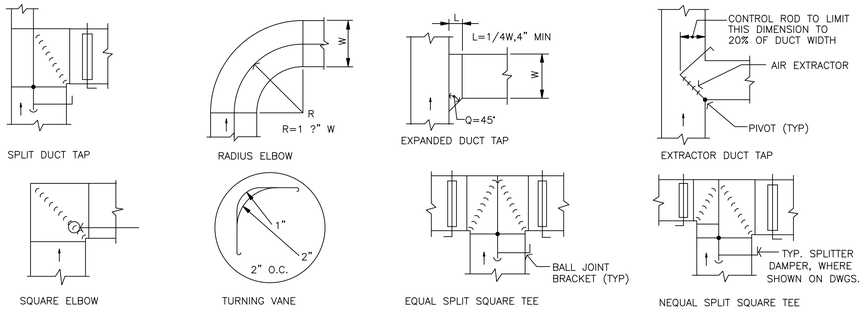
Mechanical Roof Plan

Dwg. No.

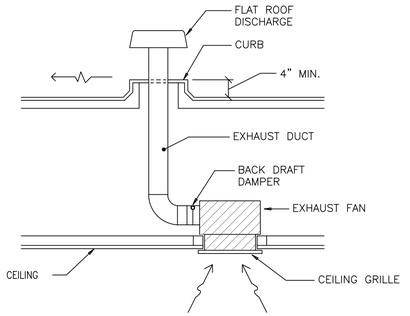
M-3.1



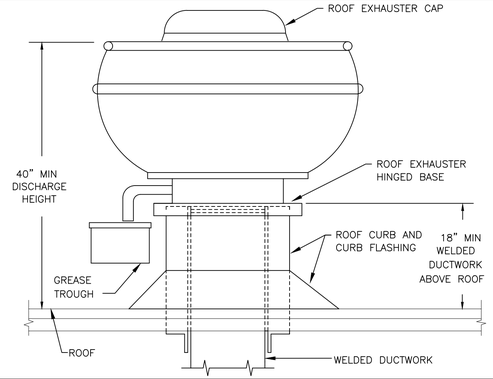
DUCT TAKE-OFF DETAIL SCALE: NTS 10



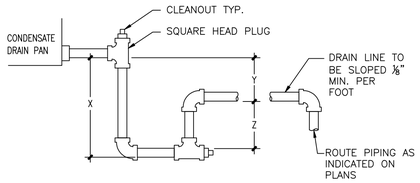
TYPICAL DUCT FITTINGS DETAIL SCALE: NTS 9



TYPICAL DUCT FITTINGS DETAIL SCALE: N.T.S. 8



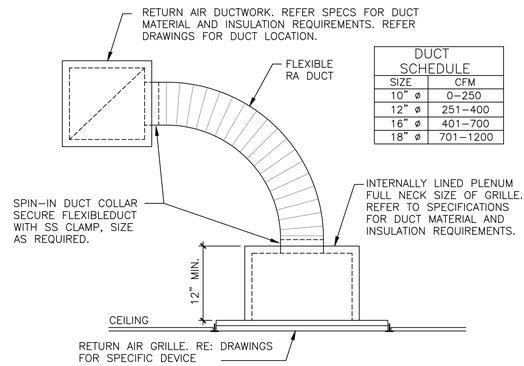
GREASE EXHAUST FAN DETAIL SCALE: NTS 7



NOTES:

1. X = Y + Z + PIPE DIAMETER, WHERE:
   Y = 1 INCH FOR EACH INCH OF NEGATIVE PRESSURE PLUS ONE INCH
   Z = 1/2 OF X
   NEGATICE PRESSURE = TOTAL UNIT STATIC PRESSURE AT WORST CASE (LOADED FILTERS) MINUS EXTERNAL STATIC PRESSURE
2. FILL TRAP MANUALLY ON INITIAL START–UP.
3. TRAP EACH COMPONENT DRAIN CONNECTION.
4. PIPE SIZE SHALL NOT BE LESS THAN DRAIN PAN CONNECTION SIZE.
5. INSULATE CONDENSATE PIPING PER SPECIFICATION.

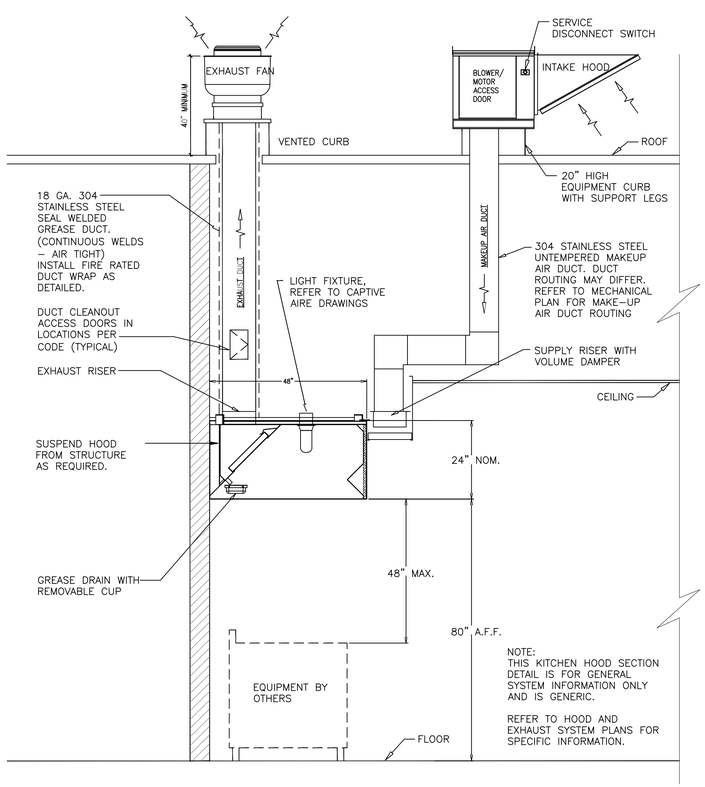
CONDENSATE TRAP DETAIL SCALE: NTS 6



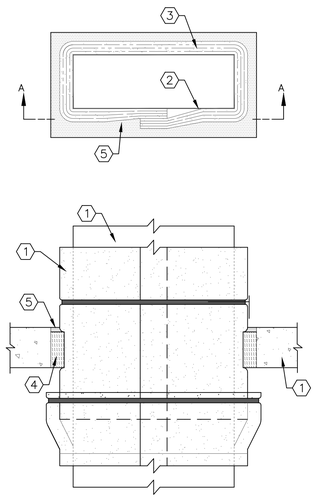
DUCT SCHEDULE

SIZE	CFM
10" ø	0–250
12" ø	251–400
16" ø	401–700
18" ø	701–1200

FLEXIBLE DUCT TO DIFFUSER DETAIL SCALE: N.T.S. 5

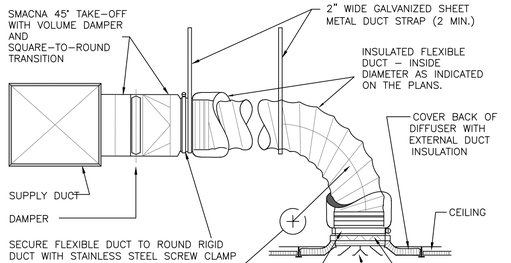


TYPICAL KITCHEN HOOD SECTION SCALE: NTS 4

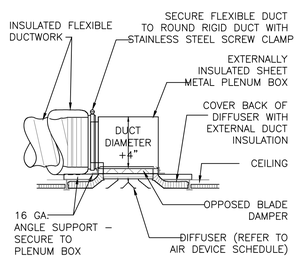


1. CEILING OR FLOOR ASSEMBLY
2. EXHAUST DUCT
3. FIRE BARRIER, 3M–15A OR EQUAL
4. PACKING MATERIAL
5. 3M FIRE BARRIER. APPLY TO BOTH SIDES OF THE PARTITION BANDING OR PINNING

GREASE EXHAUST DUCT DETAIL 3

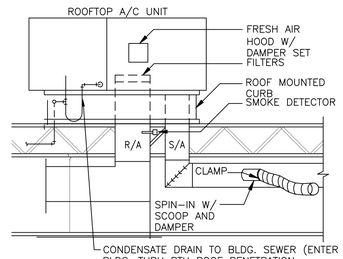


TYPICAL



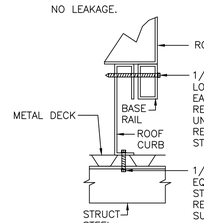
LOW CLEARANCE ASSEMBLY

FLEXIBLE DUCT TO DIFFUSER DETAIL SCALE: NTS 2



NOTES:

1. IONIZATION–TYPE SMOKE DETECTORS REQUIRED FOR ALL SYSTEMS MORE THAN 2000 CFM.
2. PROVIDE FLOAT SWITCH IN PAN.
3. ROOF MOUNTING OF HVAC UNITS TO BE BY PREFABRICATED CURB BY EQUIPMENT MANUFACTURER. MECHANICAL UNIT MUST SIT LEVEL.
4. ALL CURBS FURNISHED BY GENERAL CONTRACTOR. CURB SHALL BEAR DIRECTLY ON STRUCTURAL STEEL, NOT ON METAL DECK.
5. VERIFY EXACT LOCATION OF EQUIPMENT WITH ARCHITECTURAL AND MECHANICAL DRAWINGS.
6. REFER TO MANUFACTURER'S SPECIFICATIONS FOR ALL REQUIRED CLEARANCES.
7. ALL ROOF–MOUNTED HVAC UNITS MUST BE SECURED FOR 150 MPH WIND SPEED, 3–SECOND GUST, EXPOSURE B, RISK CATEGORY II, IN ACCORDANCE WITH IBC 2021 SECTION 1609 & IMC 2021 SECTION 301.5. PROVIDE A CONTINUOUS LOAD PATH FROM HVAC UNIT TO ROOF STRUCTURAL ELEMENTS.
8. CONTRACTOR SHALL COORDINATE WITH EXISTING ROOFING MANUFACTURER PRIOR TO CONSTRUCTION. EXISTING ROOF WARRANTY SHALL NOT BE VOID DUE TO CONSTRUCTION. PROVIDE ROOF PROTECTION AROUND ALL ROOFTOP EQUIPMENT AND UNDER PIPING. ALL PIPE PENETRATION ROOF HOODS SHALL BE PROPERLY SEALED AND SECURED TO ENSURE NO LEAKAGE.



1/4" TEK SCREWS THRU UNIT BASE RAIL AND CURB PER LONG SIDE & SHORT SIDE OF CURB EQUALLY SPACED ON EACH SIDE. CONTRACTOR MUST REFER TO FINAL ANALYSIS REPORT OF STRUCTURAL ENGINEER SUBMITTED BY ROOF TOP UNIT MANUFACTURER FOR HIGH WIND RATED FASTENING REQUIREMENTS BETWEEN RTU AND ROOF CURB. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION

1/2"ø A307 BOLTS PER LONG SIDE & SHORT SIDE OF CURB EQUALLY SPACED ON CURB BASE FLANGE ATTACHED TO STRUCTURAL STEEL MEMBER BELOW. CONTRACTOR MUST REFER TO FINAL ANALYSIS REPORT OF STRUCTURAL ENGINEER SUBMITTED BY ROOF TOP UNIT MANUFACTURER FOR HIGH WIND RATED FASTENING REQUIREMENTS BETWEEN ROOF CURB & STRUCTURE BELOW ROOF. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION

ROOFTOP UNIT DETAIL SCALE: N.T.S. 1

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Project No. APM_2504

Dwg. Name

Mechanical Details

Dwg. No.

M-4.0

HOOD INFORMATION – JOB#7475027

HOOD NO	TAG	MODEL	MANUFACTURER	LENGTH	MAX COOKING TEMP	TYPE	APPLIANCE DUTY	DESIGN CFM/FT	TOTAL EXH CFM	EXHAUST PLENUM RISER(S) WIDTH	LENG	HEIGHT	DIA	CFM	VEL	SP	TOTAL SUPPLY CFM	HOOD CONSTRUCTION	HOOD CONFIG END TO END	ROW
1	Pizza Hood	7230 EX-2-PSP-F	ECON-AIR	7' 8"	600 DEG	I	HEAVY	209	1600			4"	14"	1600	1497	-0.306"	1280	430 SS WHERE EXPOSED	ALONE	ALONE

HOOD INFORMATION

HOOD NO	TAG	FILTER(S) TYPE	QTY	HEIGHT	LENGTH	EFFICIENCY @ 7 MICRONS	LIGHT(S) QTY	TYPE	WIRE GUARD	UTILITY CABINET(S) LOCATION	SIZE	FIRE SYSTEM TYPE	FIRE SYSTEM SIZE	ELECTRICAL MODEL #	SWITCHES QUANTITY	FIRE SYSTEM PIPING	HOOD HANGING WEIGHT
1	Pizza Hood	SS BAFFLE WITH HANDLES	5	20"	16"	30%	3	L55 SERIES E26	NO							YES	646 LBS

HOOD OPTIONS

HOOD NO	TAG	OPTION
1	Pizza Hood	FIELD WRAPPER 18.00" HIGH FRONT, LEFT, RIGHT.
		BACKSPLASH 80.00" HIGH X 92.00" LONG 430 SS VERTICAL.
		RISER SENSOR INSTALL 6IN PLEN.
		RIGHT VERTICAL END PANEL 27" TOP WIDTH, 21" BOTTOM WIDTH, 80" HIGH INSULATED 430 SS.
		LEFT VERTICAL END PANEL 27" TOP WIDTH, 21" BOTTOM WIDTH, 80" HIGH INSULATED 430 SS.

PERFORATED SUPPLY PLENUM(S)

HOOD NO	TAG	POS	LENGTH	WIDTH	HEIGHT	TYPE	RISER(S) WIDTH	LENG	DIA	CFM	SP
1	Pizza Hood	Front	92"	16"	12"	MUA	12"	20"		640	0.219"
						MUA	12"	20"		640	0.219"

WALL-MOUNT UTILITY CABINET

HOOD NO	LOCATION	SIZE	UTILITY CABINET(S) FIRE SYSTEM TYPE	FIRE SYSTEM SIZE	ELECTRICAL MODEL #	SWITCHES QUANTITY	WEIGHT
1	WALL MNT	12"x48"x30"	TANK FS	4.0/4.0	SC-111110MA	1 LIGHT 1 FAN	340.00 LBS

ETL LISTING DESCRIPTION BLOCK

THE ECON-AIR MODEL ND HAS BEEN E.T.L TESTED, LISTED, AND APPROVED TO EXHAUST A MINIMUM OF 150/200/250 CFM PER LINEAR FOOT OVER 450/600/700 DEGREE COOKING EQUIPMENT

ECON-AIR HOODS ARE BUILT IN COMPLIANCE WITH

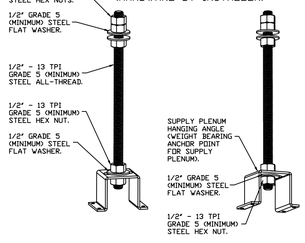
NFPA #96
NSF
UL 710 & ULC710 STANDARDS
E.T.L. LISTED 3054804-001

FOR QUESTIONS, CALL

FERNANDO JIMENEZ - ZIYAD DABOU - SERGIO CAMARILLO
reg126@captiveaire.com

PHONE: (346) 330-2007 FAX: 919-516-8746

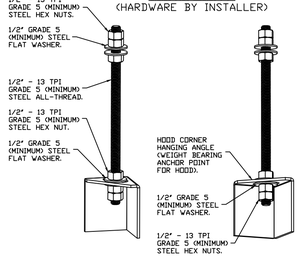
SUPPLY PLENUM HANGING ANGLE (HARDWARE BY INSTALLER)



ASSEMBLY INSTRUCTIONS

HANGING ANGLE MUST BE SUPPORTED WITH 1/2" - 13 TPI GRADE 5 (MINIMUM) ALL-THREAD. SANDWICH HANGING ANGLES AND CEILING ANCHOR POINTS WITH 1/2" GRADE 5 (MINIMUM) STEEL FLAT WASHERS AND 1/2" - 13 TPI GRADE 5 (MINIMUM) HEX NUTS AS SHOWN. MUST USE DOUBLED HEX NUT CONFIGURATION ABOVE CEILING ANCHORS. SINGLE HEX NUT BENEATH HANGING ANGLE IS ACCEPTABLE FOR PSP HANGING ANGLES. MAINTAIN 1/4" OF EXPOSED THREADS BENEATH BOTTOM HEX NUT. TORQUE ALL HEX NUTS TO 57 FT-LBS.

HOOD CORNER HANGING ANGLE (HARDWARE BY INSTALLER)



ASSEMBLY INSTRUCTIONS

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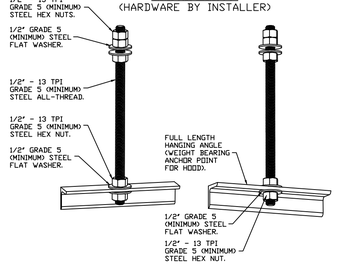
FULL LENGTH HANGING ANGLE (HARDWARE BY INSTALLER)



ASSEMBLY INSTRUCTIONS

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ECON-AIR RECOMMENDS THE USE OF LISTED, PRE-FABRICATED ROUND GREASE EXHAUST DUCT TO REDUCE STATIC PRESSURE IN THE SYSTEM, MINIMIZE INSTALLATION AND INSPECTION TIMES, AND ENSURE DUCT IS LIQUID TIGHT

HVAC DISTRIBUTION NOTE

HIGH VELOCITY DIFFUSERS OR HVAC RETURNS SHOULD NOT BE PLACED WITHIN TEN (10) FEET OF THE EXHAUST HOOD. PERFORATED DIFFUSERS ARE RECOMMENDED.

VERIFY CEILING HEIGHT

___' - ___"

HEIGHT REQUIRED TO VERIFY THAT HOOD FITS SPACE AND TO SIZE THE ENCLOSURE PANELS

CUSTOMER APPROVAL TO MANUFACTURE:

APPROVED AS NOTED ☐
APPROVED WITH NO EXCEPTION TAKEN ☐
REVISE AND RESUBMIT ☐
SIGNATURE _____
YOUR TITLE _____ DATE _____ _____

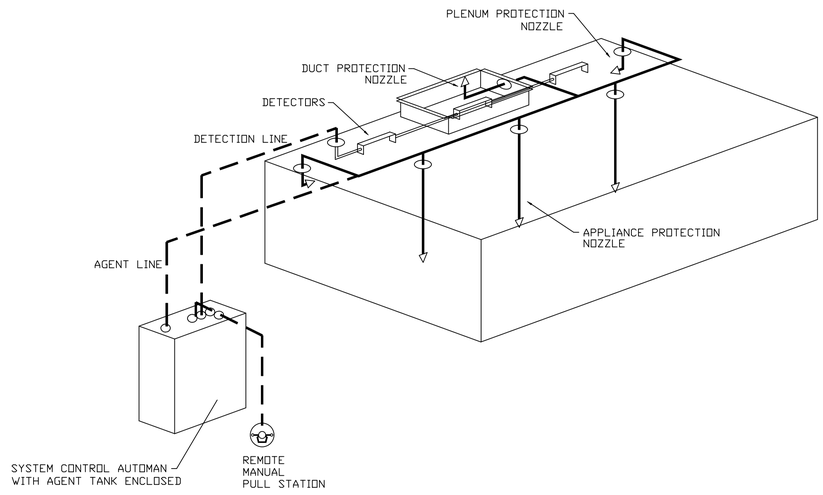
SPECIFICATIONS

THE RESTAURANT FIRE SUPPRESSION SYSTEM SHALL BE THE PRE-ENGINEERED TYPE WITH A FIXED NOZZLE AGENT DISTRIBUTION NETWORK. IT SHALL BE LISTED WITH UNDERWRITERS LABORATORIES, INC. (UL)

THE SYSTEM SHALL BE CAPABLE OF AUTOMATIC DETECTION AND ACTUATION WITH LOCAL OR REMOTE MANUAL ACTUATION. ACCESSORIES SHALL BE AVAILABLE FOR MECHANICAL OR ELECTRICAL GAS LINE SHUT-OFF APPLICATIONS.

THE EXTINGUISHING AGENT SHALL BE A POTASSIUM CARBONATE, POTASSIUM ACETATE-BASED FORMULATION DESIGNED FOR FLAME KNOCKDOWN AND SECUREMENT OF GREASE RELATED FIRES. IT SHALL BE AVAILABLE IN PLASTIC CONTAINERS WITH INSTRUCTIONS FOR LIQUID AGENT HANDLING AND USAGE.

THE REGULATED RELEASE MECHANISM SHALL BE COMPATIBLE WITH AN ELECTRICAL DETECTION SYSTEM. THE ELECTRICAL DETECTION SYSTEM SHALL BE SELECTED AND INSTALLED ACCORDING TO THE OPERATING TEMPERATURE IN THE VENTILATING SYSTEM.



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Crust Pizza - Buffalo Heights - Cibolo TX R1
813 Cibolo Valley Drive,
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DATE: 4/16/2025

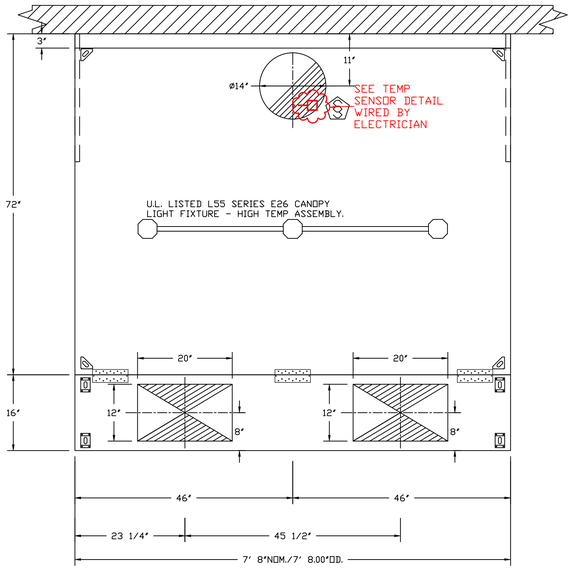
DWG.#: 7475027

DRAWN BY: SC

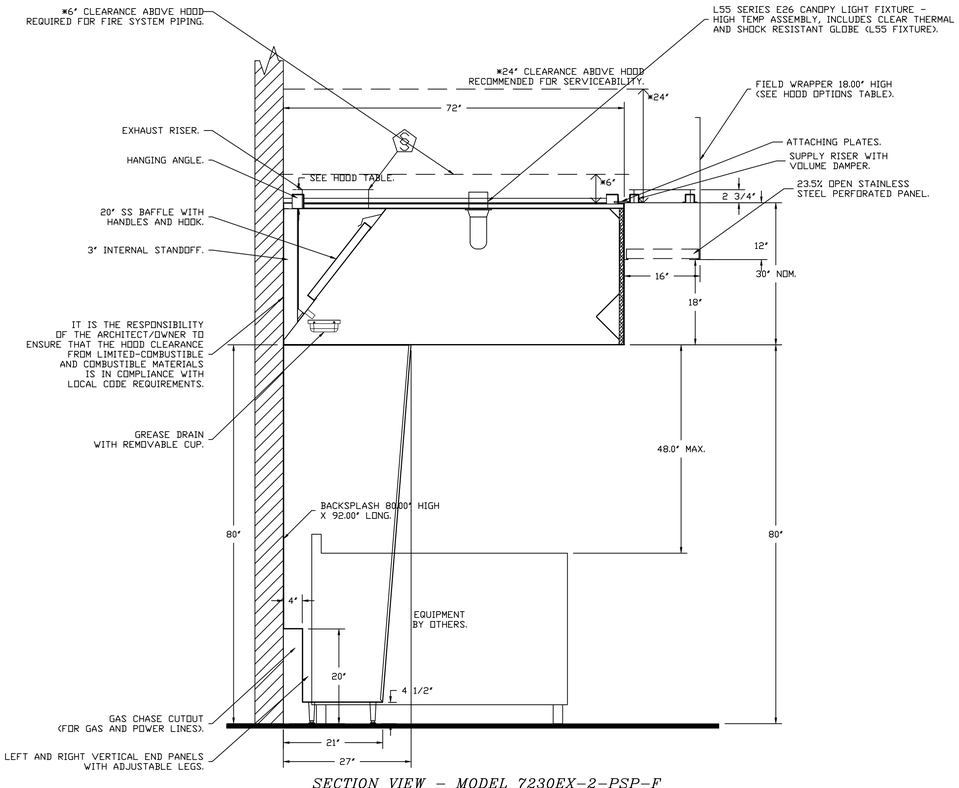
SCALE: 3/4" = 1'-0"

MASTER DRAWING

SHEET NO. 1



PLAN VIEW – HOOD #1 (Pizza Hood)
7' 8.00" LONG 7230EX-2-PSP-F



SECTION VIEW – MODEL 7230EX-2-PSP-F
HOOD – #1 (Pizza Hood)

WALL-MOUNT UTILITY CABINET
ASSEMBLY INSTRUCTIONS

CABINET TO BE HUNG BY OTHERS. SEE UTILITY CABINET SCHEDULE FOR CABINET SIZE.

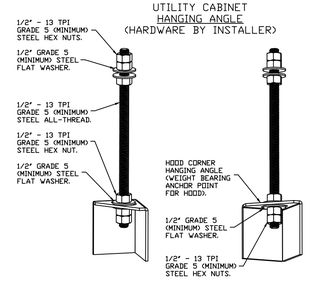
HANGING ANGLE MUST BE SUPPORTED WITH 1/2" - 13 TPI GRADE 5 (MINIMUM) ALL-THREAD. SANDWICH HANGING ANGLES AND CEILING ANCHOR POINTS WITH 1/2" GRADE 5 (MINIMUM) STEEL FLAT WASHERS AND 1/2" - 13 TPI GRADE 5 (MINIMUM) HEX NUTS AS SHOWN. MUST USE DOUBLED HEX NUT CONFIGURATION BENEATH UTILITY CABINET HANGING ANGLES AND ABOVE CEILING ANCHORS. MAINTAIN 1/4" OF EXPOSED THREADS BENEATH BOTTOM HEX NUT. TORQUE ALL HEX NUTS TO 57 FT-LBS.

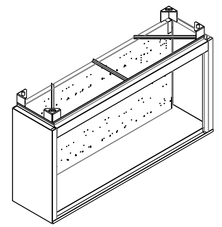
CLEARANCE TO COMBUSTIBLES

HOODS #	SURFACE	*CLEARANCE
1	TOP	18"
	FRONT	0"
	BACK	18"
	LEFT	18"
	RIGHT	18"

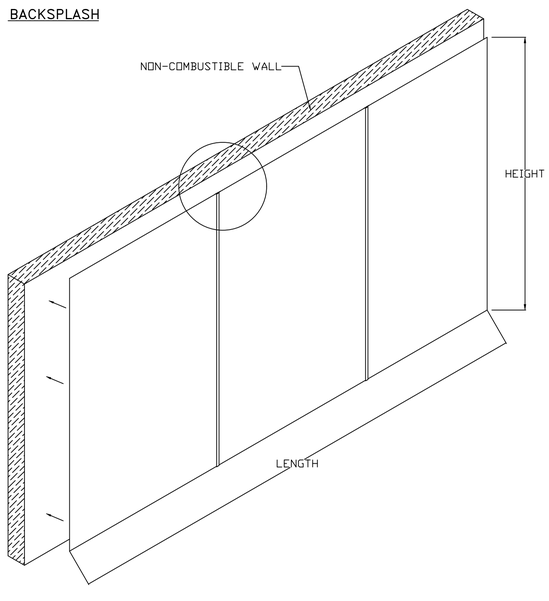
- *0" CLEARANCE TO COMBUSTIBLES CONFORMS TO UL710 STANDARD.

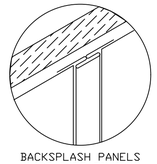
UTILITY CABINET
HANGING ANGLE
(HARDWARE BY INSTALLER)





BACKSPLASH





BACKSPLASH PANELS SLIDE INTO DIVIDER BAR

- BACKSPLASH IS NOT INSULATED AND IS UNSUITABLE FOR INSTALL AGAINST COMBUSTIBLE WALLS

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DWG.#: 7475027

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SCALE: 3/4" = 1'-0"

MASTER DRAWING

SHEET NO. 2

EXHAUST FAN INFORMATION – JOB#7475027

FAN UNIT NO	TAG	QTY	FAN UNIT MODEL #	MANUFACTURER	CFM	ESP	RPM	MOTOR ENCL	HP	BHP	PHASE	VOLT	FLA	DISCHARGE VELOCITY	WEIGHT (LBS)	SONES
1	KEF-PIZZA HOOD	1	EADU85H	ECON-AIR	1600	1.000	1269	TEAO-ECM	1.000	0.4040	1	115	11.6	506 FPM	94	10.1

MUA FAN INFORMATION – JOB#7475027

FAN UNIT NO	TAG	QTY	FAN UNIT MODEL #	BLOWER	HOUSING	MIN CFM	DESIGN CFM	ESP	RPM	MOTOR ENCL	HP	BHP	PHASE	VOLT	FLA	MCA	MOCP	WEIGHT (LBS)	SONES
2	KSF-PIZZA HOOD	1	EA-A1-G10	G10D	A1	–	1280	0.500	869	TEAO-ECM	1.000	0.4980	1	115	11.6	14.5A	25A	217	17.5

FAN OPTIONS

FAN UNIT NO	TAG	QTY	DESCRIPTION
1	KEF-PIZZA HOOD	1	GREASE BOX
		1	ECM WIRING PACKAGE - MANUAL OR 0-10VDC REFERENCE SPEED CONTROL -RTC- (TELCO MOTOR), CCW ROTATION
		1	2 YEAR PARTS WARRANTY
2	KSF-PIZZA HOOD	1	SIZE 1 UNTEMPERED COMMERCIAL DOWN DISCHARGE FOR BELT DRIVE AND G10D AHUS
		1	GRAVITY BACKDRAFT DAMPER FOR SIZE 1 HOUSING
		1	ECM WIRING PACKAGE-SUPPLY - MANUAL OR 0-10VDC REFERENCE SPEED CONTROL (TELCO MOTOR), CW ROTATION
		1	2 YEAR PARTS WARRANTY

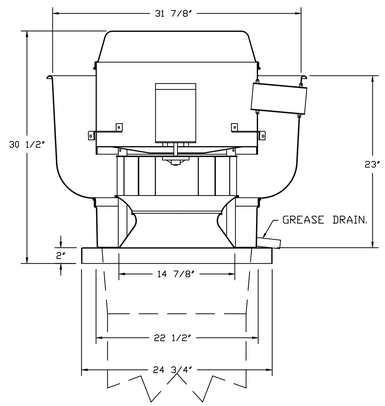
FAN ACCESSORIES

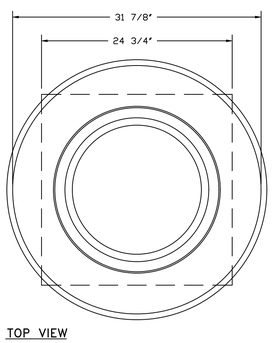
FAN UNIT NO	TAG	EXHAUST			SUPPLY			
		GREASE CUP	GRAVITY DAMPER	WALL MOUNT	SIDE DISCHARGE	GRAVITY DAMPER	MOTORIZED DAMPER	WALL MOUNT
1	KEF-PIZZA HOOD	YES						
2	KSF-PIZZA HOOD					YES		

CURB ASSEMBLIES

NO	ON FAN	TAG	WEIGHT	ITEM	SIZE
1	# 1	KEF-PIZZA HOOD	36 LBS	CURB	23.000"W X 23.000"L X 20.000"H VENTED HINGED.
2	# 2	KSF-PIZZA HOOD	29 LBS	CURB	21.000"W X 21.000"L X 16.000"H.

FAN #1 EADU85H - EXHAUST FAN (KEF-PIZZA HOOD)





TOP VIEW

FEATURES:

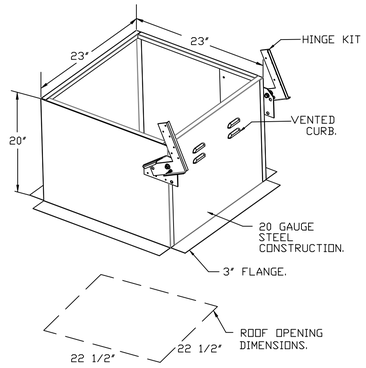
- DIRECT DRIVE CONSTRUCTION (NO BELTS/PULLEYS).
- ROOF MOUNTED FANS.
- RESTAURANT MODEL.
- UL705 AND UL762 AND ULC-S645
- VARIABLE SPEED CONTROL.
- INTERNAL WIRING.
- THERMAL OVERLOAD PROTECTION (SINGLE PHASE).
- HIGH HEAT OPERATION 300°F (149°C).
- GREASE CLASSIFICATION TESTING.
- NEMA 3R SAFETY DISCONNECT SWITCH.

NORMAL TEMPERATURE TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING AIR AT 300°F (149°C) UNTIL ALL FAN PARTS HAVE REACHED THERMAL EQUILIBRIUM, AND WITHOUT ANY DETERIORATING EFFECTS TO THE FAN WHICH WOULD CAUSE UNSAFE OPERATION.

ABNORMAL FLARE-UP TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING BURNING GREASE VAPORS AT 600°F (316°C) FOR A PERIOD OF 15 MINUTES WITHOUT THE FAN BECOMING DAMAGED TO ANY EXTENT THAT COULD CAUSE AN UNSAFE CONDITION.

OPTIONS

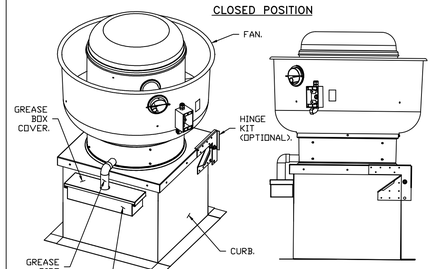
- GREASE BOX.
- ECM WIRING PACKAGE - MANUAL OR 0-10VDC REFERENCE SPEED CONTROL -RTC- (TELCO MOTOR), CCW ROTATION.
- 2 YEAR PARTS WARRANTY.



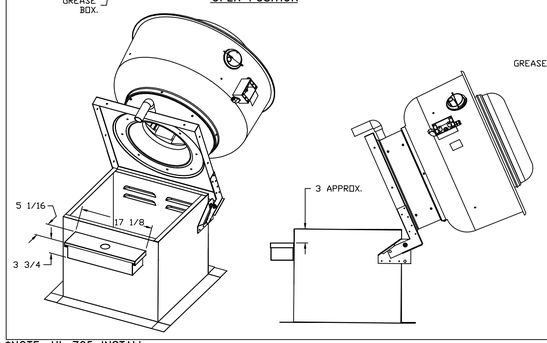
GREASE BOX INSTALLATION

GREASE BOX REV.#2 08/19/02

CLOSED POSITION



OPEN POSITION



PARTS INCLUDED

GREASE BOX.
GREASE BOX COVER.
GREASE PIPE.

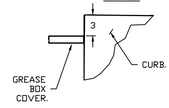
SHEET METAL SCREWS 3 - LONG (3/4" LG.).

GREASE BOX FIELD INSTALLATION

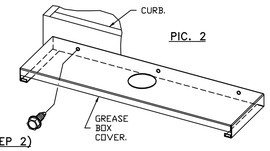
STEP 1)

ATTACH GREASE BOX COVER TO THE CURB, HOLD 3" DIMENSION AS SHOWN ON PIC. 1. SCREW GREASE BOX COVER TO CURB USING (3) LONG (3/4" LG.) SCREWS AS SHOWN ON PIC. 2.

PIC. 1



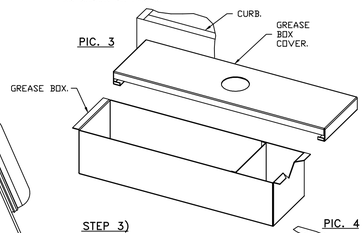
PIC. 2



STEP 2)

ATTACH GREASE BOX TO GREASE BOX COVER, SLIDE AND DROP. AS SHOWN ON PIC. 3.

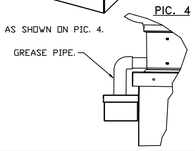
PIC. 3



STEP 3)

INSTALL GREASE PIPE AS SHOWN ON PIC. 4.

PIC. 4



*NOTE: UL 705 INSTALL.

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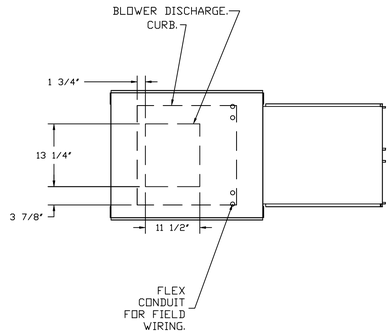
SCALE: 3/4" = 1'-0"

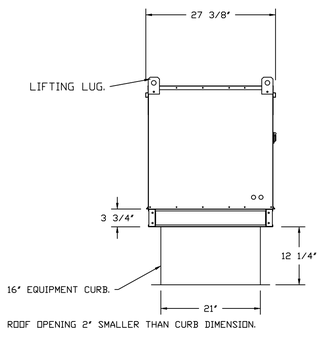
MASTER DRAWING

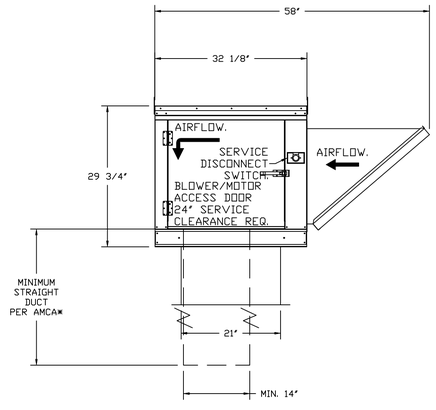
SHEET NO. 3

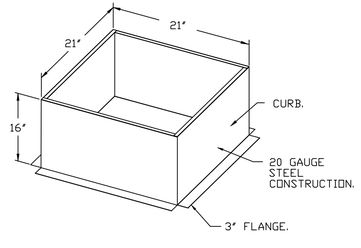
FAN #2 EA-A1-G10D - SUPPLY FAN (KSF-PIZZA HOOD)
1. DIRECT DRIVE UNTEMPERED SUPPLY UNIT WITH 10" BLOWER IN SIZE #1 HOUSING WITH SPEED CONTROL, DISCONNECT SWITCH.
2. INTAKE HOOD WITH EZ FILTERS-LOW CFM.
3. DOWN DISCHARGE - AIR FLOW RIGHT -> LEFT.
4. DOWN DISCHARGE CONSTRUCTION FOR SIZE 1 UNTEMPERED BELT DRIVE AHUS.
5. GRAVITY BACK DRAFT DAMPER, 16" WIDE X 18" HIGH, STANDARD GALVANIZED CONSTRUCTION, 1 1/4" REAR FLANGE, FOR SIZE 1 UNTEMPERED FAN HOUSING (S18I).
6. **DO NOT ORDER UNDER WARRANTY OR AS A PART. SEE PART NUMBER "ECM-VCU-RTC"**. ECM WIRING PACKAGE AND MANUAL OR 0-10VDC CONTROL FOR SUPPLY EC MOTORS. RTC CONTROLLER.
7. HINGED DOUBLE WALL INSULATED DOOR ASSEMBLY (BURNER/BLOWER SECTION).
8. 2 YEAR PARTS WARRANTY.

*NOTE: SUPPLY DUCT MUST BE INSTALLED TO MEET SMACNA STANDARDS. A MINIMUM STRAIGHT DUCT LENGTH MUST BE MAINTAINED DOWNSTREAM OF UNIT DISCHARGE AS OUTLINED IN AMCA PUBLICATION 201. WHEN USING RECTANGULAR DUCTWORK, ELBOWS MUST BE RADIUS THROAT, RADIUS BACK WITH TURNING VANES. FLEXIBLE DUCTWORK AND SQUARE THROAT/SQUARE BACK ELBOWS SHOULD NOT BE USED. ANY TRANSITION AND/OR TURNS IN THE DUCTWORK WILL CAUSE SYSTEM EFFECT. SYSTEM EFFECT WILL DRASTICALLY INCREASE STATIC PRESSURE AND REDUCE AIRFLOW. DO NOT RELY ON UNIT TO SUPPORT DUCT IN ANY WAY. FAILURE TO PROPERLY SIZE DUCTWORK MAY CAUSE SYSTEM EFFECTS AND REDUCE PERFORMANCE OF THE EQUIPMENT. SUGGESTED STRAIGHT DUCT SIZE IS 14" x 14".









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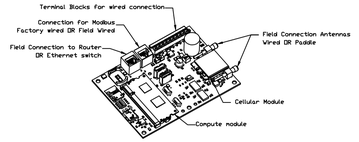
SCALE: 3/4" = 1'-0"

MASTER DRAWING

SHEET NO. 4

ELECTRICAL PACKAGE – JOB#7475027

NO	TAG	PACKAGE #	LOCATION	SWITCHES		OPTION	FANS CONTROLLED				
				LOCATION	QUANTITY		FAN TAG	TYPE	ϕ	HP	VOLT	FLA
1		SC-111110MA	WALL UTILITY CABINET RIGHT	FACE MOUNT RIGHT SIDE OF HOOD	1 LIGHT	SMART CONTROLS THERMOSTATIC CONTROL W/ RELAY ON/OFF WITH SUPPLY	KEF-Pizza Hood	EXHAUST	1	1.000	115	11.6
				HOOD # 1	1 FAN		KSF-Pizza Hood	SUPPLY	1	1.000	115	11.6



CASLink Monitor and Control

- *Hood control panel to support communications to cloud-based Building Management System.*
- *Hood Control Panel to allow cloud-based Building Management System to monitor real time parameters outlined as MONITOR in the points list.*
- *Hood Control Panel to allow cloud-based Building Management System to control parameters outlined as CONTROL in the points list.*
- *Hood Control Panel to allow cloud-based Building Management System to implement SYSTEM ECONOMIZER control strategies for fully integrated Building Management.*

MONITORING AND CONTROL POINTS LIST

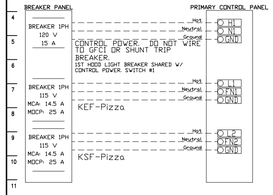
DCV Packages	Function
Room Temperature	MONITOR
Duct Temperature(s)	MONITOR
MUA Discharge Temperature	MONITOR
Kitchen RTU Discharge Temperature	MONITOR
Fan Speed	MONITOR
Fan Amperage	MONITOR
Fan Power	MONITOR
VFD Faults	MONITOR
Controller Faults	MONITOR
Fan Faults	MONITOR
Fan Status	MONITOR
PCV Faults	MONITOR
PCV Filter Clog Percentages	MONITOR
Fire Condition	MONITOR
CORE Fire System	MONITOR
Building Pressures	MONITOR
Prep Time Button	MONITOR & CONTROL
Fans Button	MONITOR & CONTROL
Lights Button	MONITOR & CONTROL
Wash Button	MONITOR & CONTROL

SC Packages	Function
Room Temperature(s)	MONITOR
Duct Temperature(s)	MONITOR
MUA Discharge Temperature	MONITOR
Kitchen RTU Discharge Temperature	MONITOR
Controller Faults	MONITOR
Fan Faults	MONITOR
Fan Status	MONITOR
PCV Faults	MONITOR
PCV Filter Clog Percentages	MONITOR
Fire Condition	MONITOR
CORE Fire System	MONITOR
Building Pressures	MONITOR
Fans Button(s)	MONITOR & CONTROL
Lights Button(s)	MONITOR & CONTROL
Wash Button	MONITOR & CONTROL

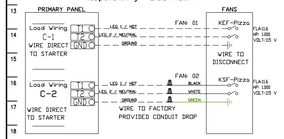
JOB NO 7475027 | MODEL NUMBER SC-111110MA | JOB NAME Crust Pizza – Buffalo Heights… | DRAWN BY | DATE 4/16/2025 | SCHEMATIC TYPE INSTALL | DWG NO ECP #1-1

DESCRIPTION OF OPERATION:
120V 1 Phase w/ control. For 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fanzi On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation.

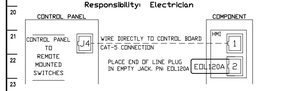
BREAKER PANEL TO PRIMARY CONTROL PANEL
Responsibility: Electrician
BREAKER SIZE SHOWN IS THE MAXIMUM ALLOWED

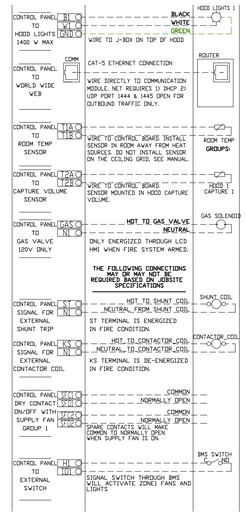


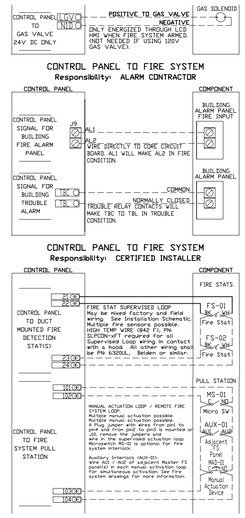
CONTROL PANEL TO FANS
Responsibility: Electrician



CONTROL PANEL TO ACCESSORY ITEMS
Responsibility: Electrician

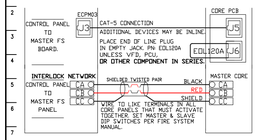






JOB NO 7475027 | MODEL NUMBER SC-111110MA | JOB NAME Crust Pizza – Buffalo Heights… | DRAWN BY | DATE 4/16/2025 | SCHEMATIC TYPE INSTALL | DWG NO ECP #1-2

DESCRIPTION OF OPERATION:
120V 1 Phase w/ control. For 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fanzi On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation.



JOB NO 7475027 | MODEL NUMBER SC-111110MA | JOB NAME Crust Pizza – Buffalo Heights… | DRAWN BY | DATE 4/16/2025 | SCHEMATIC TYPE INSTALL | DWG NO ECP #1-3

DESCRIPTION OF OPERATION:
Fire System #1 TANK FS – 48/48.

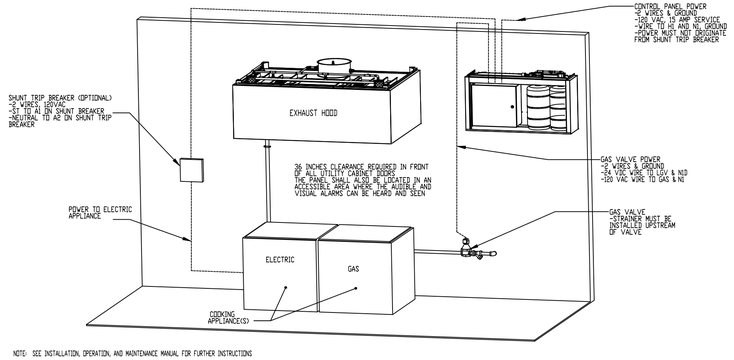
WALL MOUNT UTILITY CABINET TANK PROTECTION ELECTRICAL DETAIL

10/01/2023 Rev. 03

FS-1: MASTER

ELECTRICIAN
1. WIRE MAIN CONTROL PANEL PER INCLUDED SCHEMATIC
2. WIRE ALL FANS PER INCLUDED SCHEMATIC
3. WIRE SHUNT TRIP BREAKER (OPTIONAL)
4. WIRE UGS APPLIANCE KILL SWITCH, IF EQUIPPED (OPTIONAL)
5. WIRE GAS VALVE

ELECTRICAL CONTRACTOR REQUIREMENT					
ITEM	CONNECTION IN PANEL	CONNECTION IN DEVICE	VOLTAGE	AMPERAGE	COMMENTS
SHUNT TRIP BREAKER (OPTIONAL)	ST & N1	BREAKER COIL (A1 & A2)	120 VAC	< 4 AMPS	ST TO A1 ON SHUNT BREAKER COIL, AND NEUTRAL TO A2 ON SHUNT TRIP BREAKER COIL
CONTROL PANEL POWER	H1 & N1 + GROUND	CIRCUIT BREAKER	120 VAC	15 AMPS	CONTROL PANEL POWER MUST NOT BE RUN THROUGH SHUNT TRIP BREAKER
UGS APPLIANCE KILL SWITCH (OPTIONAL)	KTS & N1	KTS & N1	120 VAC	< 4 AMPS	KILL SWITCH TERMINALS MUST BE IN SERIES WITH OTHER KILL SWITCHES
REMOTE 120VAC ANSUL AUTOMAN (OPTIONAL)	AU1, AU2	SOLENOID	120 VAC	< 6 AMPS	120V TO AU1, AU2 TO ANSUL ELECTRIC AUTOMAN, ANSUL SOLENOID TO NEUTRAL
GAS VALVE	LGV & N1 (IF 24 VDC) GAS & N1 (IF 120 VAC)	RED/RED/GREEN	24 VDC, OR 120 VAC	< 10 AMPS	IF 24 VDC – 2 WIRES & GROUND. N1D TO RED, LGV TO RED, AND GREEN TO GROUND IF 120 VAC – 2 WIRES & GROUND GAS TO RED, N1 TO RED, AND GREEN TO GROUND



NOTE: SEE INSTALLATION, OPERATION, AND MAINTENANCE MANUAL FOR FURTHER INSTRUCTIONS

JOB NO 7475027 | MODEL NUMBER SC-111110MA | JOB NAME Crust Pizza – Buffalo Heights… | DRAWN BY | DATE 4/16/2025 | SCHEMATIC TYPE INSTALL | DWG NO ECP #1-4

DESCRIPTION OF OPERATION:
Fire System #1 TANK FS – 48/48.

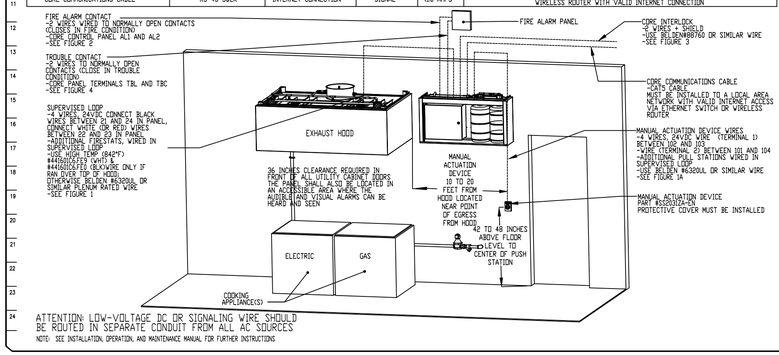
WALL MOUNT UTILITY CABINET TANK PROTECTION LOW-VOLTAGE DETAIL

10/01/2023 Rev. 3

FS-1: MASTER

ALARM CONTRACTOR:
1. WIRE MANUAL ACTUATION DEVICE(S), REMOTE FIRESTAT(S), CORE INTERLOCK(S), FIRE SENSOR(S) AND FIRE ALARM CONTACTS
2. COMPLETE FINAL STARTUP OF SYSTEM
3. VERIFY FINAL FIRE SYSTEM TEST

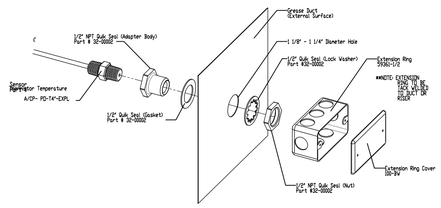
ALARM CONTRACTOR REQUIREMENT					
ITEM	CONNECTION IN PANEL	CONNECTION ON DEVICE	VOLTAGE	AMPERAGE	COMMENTS
MANUAL ACTUATION DEVICE(S)	101 AND 104 102 AND 103	1 & 2	24 VDC	< 10 AMPS	WIRE MANUAL ACTUATION DEVICE TERMINAL 1 BETWEEN CORE PANEL TERMINALS 102 AND 103 WIRE MANUAL ACTUATION DEVICE TERMINAL 2 BETWEEN CORE PANEL TERMINALS 101 AND 104 JUMPER 101 TO 104 AND 102 TO 103 IF NO MANUAL ACTUATION DEVICE IS INSTALLED
MANUAL ACTUATION DEVICE COVER	N/A	N/A	N/A	N/A	MANUAL ACTUATION DEVICE COVER MUST BE INSTALLED IF SURFACE MOUNTED, USE COVER EXTENSION ST1-50318
REMOTE FIRESTAT SENSOR(S)	21 AND 24 22 AND 23	BLACK AND WHITE	24 VDC	< 10 AMPS	WIRE FIRE SENSOR WHITE WIRES BETWEEN HOOD CORE PANEL TERMINALS 22 AND 23 WIRE FIRE SENSOR BLACK WIRE BETWEEN HOOD CORE PANEL TERMINALS 21 AND 24 HIGH TEMP (B42°F) B44160G5CF(3 (WHT) & B44160G5CF(3 (BLK)WIRE OR SIMILAR ONLY IF RAN IN HOOD. OTHERWISE BELDEN 86302UL OR SIMILAR PLENUM RATED WIRE. SEE FIGURE 1
FIRE ALARM CONTACT	AL1, AL2	VARIES	50V MAX (AC/DC)	UP TO 1 AMP	FIRE ALARM RELAY CONTACTS FOR BUILDING FIRE ALARM LOCATED IN THE CORE ELECTRICAL CONTROL PANEL
CORE INTERLOCK(S)	CA, CB, CC	CA, CB, CC	RS-485 COMMUNICATIONS SIGNAL		CORE SYSTEM (1) CA, TO CORE SYSTEM (2) CA. CORE SYSTEM (2) CB, TO CORE SYSTEM (3) CB. CORE SYSTEM (1) CC, TO CORE SYSTEM (2) CC. USE BELDEN# 88760 OR SIMILAR WIRE
TROUBLE CONTACT	TBC, TBL, TDK	VARIES	MAX 120 VAC	UP TO 6 AMPS	WIRE TO TBL & TBC NORMALLY OPEN CONTACT, CLOSES IN TROUBLE CONDITION
CORE COMMUNICATIONS CABLE	RJ-45 Jack	INTERNET CONNECTION	SIGNAL	<1.0 AMPS	TYPICAL CONNECTION CAT5 CABLE TO LOCAL AREA NETWORK VIA ETHERNET SWITCH OR WIRELESS ROUTER WITH VALID INTERNET CONNECTION



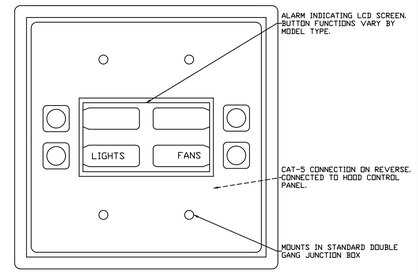
ATTENTION: LOW-VOLTAGE DC OR SIGNALING WIRE SHOULD BE ROUTED IN SEPARATE CONDUIT FROM ALL AC SOURCES

NOTE: SEE INSTALLATION, OPERATION, AND MAINTENANCE MANUAL FOR FURTHER INSTRUCTIONS

DUCT THERMISTOR SENSOR INSTALLATION
NOTE: Thermistor has 2 wires that connect to control cabinet



ELECTRICAL PACKAGE INTERFACE



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Crust Pizza – Buffalo Heights – Cibolo TX R1
813 Cibolo Valley Drive,
Cibolo, TX, 78108

DATE: 4/16/2025

DWG.#: 7475027

DRAWN BY: SC

SCALE: 3/4" = 1'–0"

MASTER DRAWING

SHEET NO. 5

DUCTWORK #1 PARTS – JOB#7475027

TAG	PART #	CFM	GPM	ZONE	COVEREDBY	SP	WEIGHT	VELOCITY	QTY	DESCRIPTION
P1	EDW1447LT	1600				-0.0157	21.79	1496.71	1	SINGLE WALL DUCT 14" DIAMETER, 47" LONG, FLANGE AT BOTH ENDS. STAINLESS STEEL.
P2	EDW1445ASY	1600				-0.0251	7.22	1496.71	1	SINGLE WALL DUCT 45 DEGREE ELBOW, 14" DUCT, ASSEMBLY.
P3	EDW1411LT	1600				-0.0037	5.46	1496.71	1	SINGLE WALL DUCT 14" DIAMETER, 11" LONG, FLANGE AT BOTH ENDS. STAINLESS STEEL.
P4	EDW1424AJDKIT	1600				-0.0044	14.56	1496.71	1	SINGLE WALL DUCT ADJUSTABLE, 14" DIAMETER, 23.5" LONG, FLANGE AT ONE END WITH A 14" ADJUSTABLE COLLAR - STAINLESS STEEL.
P5	EDW14SUBRASY						2.96		1	DUCT SUPPORT BRACKET KIT, 14" DUCT, USED FOR HANGING DUCT. 12 GA STEEL, CLEAR ZINC COATING. - 2 RINGS, 4 BRACKETS, & HARDWARE BAG 2.
P6	EDW1445ASY	1600				-0.0522	7.22	1496.71	1	SINGLE WALL DUCT 45 DEGREE ELBOW, 14" DUCT, ASSEMBLY.
P7	EDW1435LT	1600				-0.0117	16.34	1496.71	1	SINGLE WALL DUCT 14" DIAMETER, 35" LONG, FLANGE AT BOTH ENDS. STAINLESS STEEL.
P8 ASSEMBLED W/P9	EDW1448AJDKIT	1600				-0.0083	26.62	1496.71	1	SINGLE WALL DUCT ADJUSTABLE, 14" DIAMETER, 47.5" LONG, FLANGE AT ONE END WITH A 14" ADJUSTABLE COLLAR - STAINLESS STEEL.
P9 ASSEMBLED W/P8 O=B	EDW2314TPDBEX	1600					8.00	1496.71	1	DUCT TO CURB TRANSITION 3/4" DOWN TURN, 23" CURB TO 14" DUCT, 16 GA ALUMINIZED. USED ON NCA14FA & NCA14HPFA. TRANSITION PLATE OD IS 23.5" DESIGNED FOR USE WITH EXHAUST FAN.
SYSTEM AT P9						-0.4271	0.00			
	E3M-2000PLUS						0.80		2	DUCT - 3M FIRE BARRIER 2000 PLUS SILICONE - USED AS SEALANT TO SEAL DUCT JOINTS.
	E735602000						52.00		4	DUCT - DUCT INSULATION FOR ZERO CLEARANCE TO COMBUSTIBLES - 300" X 24" X 1-1/2" ROLL. UNIFRAX FYREWRAP ELITE 1.5.
	EBANDING.5						5.00		2	DUCT - FIRE BARRIER WRAP STAINLESS STEEL BANDING .5" WIDTH - 200 FT PER ROLL.
	EDW14CLASY						1.06		7	DUCT "V" CLAMP WITH NEW DESIGN 14 GA BRACKETS, 14" DUCT, ASSEMBLY.
	ESEAL.50-50						0.50		2	DUCT - FIRE BARRIER WRAP STAINLESS STEEL BANDING SEAL .5" WIDTH. QUANTITY OF 50.
	ETAPEALUM						0.25		1	DUCT - FIRE BARRIER WRAP ALUMINUM FOIL TAPE - 3" X 150' ROLL.
TOTAL WEIGHT							338.44			

SINGLE WALL FACTORY BUILT DUCTWORK

- ALL DUCTWORK IS REQUIRED TO BE INSTALLED WITH THE MAXIMUM SUPPORT SPACING LISTED BELOW.
- FOR A COMPLETE LIST OF APPROVED SUPPORT METHODS, SEE THE INSTALLATION AND OPERATION MANUAL.
- DUCTWORK SHALL SLOPE NOT LESS THAN 1/16" PER LINEAR FOOT TOWARDS THE HOOD OR AN APPROVED GREASE COLLECTION RESERVOIR.
- WHERE HORIZONTAL DUCTS EXCEED 75 FEET IN LENGTH, THE SLOPE SHALL NOT BE LESS THAN 3/16" PER LINEAR FOOT.

DUCT DIAMETER	HORIZONTAL SUPPORT (FT)	VERTICAL WALL SUPPORT (FT)	VERTICAL CURB SUPPORT (FT)
5"	10'	10'	24'
6"	10'	10'	24'
7"	10'	10'	24'
8"	10'	10'	24'
10"	10'	10'	24'
12"	10'	10'	24'
14"	10'	10'	24'
16"	10'	10'	24'
18"	10'	10'	24'
20"	10'	10'	24'
22"	10'	10'	24'
24"	10'	10'	24'
26"	10'	10'	24'
28"	10'	10'	24'
30"	10'	10'	24'
32"	10'	10'	24'
34"	10'	10'	24'
36"	10'	10'	24'

DO NOT LEAK TEST USING SMOKE BOMBS CONTAINING CHLORINES/CHLORIDES. CONSULT WITH CAPTIVEAIRE FOR PROPER LEAK TESTING METHODS.

8

GREASE DUCT & CHIMNEY SPECIFICATIONS:
PROVIDE GREASE DUCT EQUAL TO ECON-AIR MODEL "EDW"
ROUND 20 GAUGE 430 STAINLESS STEEL DUCTWORK. MODEL "EDW"
IS LISTED TO UL-1978 AND IS INSTALLED USING "V" CLAMP LOCKING
CONNECTIONS SEALED WITH 3M FIRE BARRIER 2000 PLUS. MODEL "EDW"
DOES NOT REQUIRE WELDING PROVIDING IT HAS BEEN INSTALLED PER
THE MANUFACTURES INSTALLATION GUIDE.
PROVIDE RATED ACCESS DOORS AT EVERY CHANGE IN DIRECTION AND EVERY 12' ON CENTER.
PER MANUFACTURES LISTING MODEL "EDW" HORIZONTAL RUNS LESS THAN 75 FT. CAN BE
SLOPED 1/16" PER 12", HORIZONTAL RUNS MORE THAN 75 FT. CAN BE SLOPED 3/16" PER 12".
DUCT SHOULD BE SLOPED AS MUCH AS POSSIBLE TO REDUCE THE CHANCE OF GREASE
ACCUMULATION IN HORIZONTAL RUNS.

IF THE DUCT OR CHIMNEY IS WITHIN 18 INCHES OF COMBUSTIBLE MATERIAL, PROVIDE
UL-2221 OR UL-103 HT LISTED DOUBLE WALL GREASE DUCT OR DOUBLE WALL CHIMNEY
EQUAL TO ECON-AIR MODEL "EDW- 2R, 2R TYPE HT, 3R, OR 3Z" ROUND 20 GAUGE 430
STAINLESS INNER DUCT INSULATED WITH A 24 GAUGE 430 STAINLESS OUTER SHELL.

REVISIONS

	DESCRIPTION	DATE:
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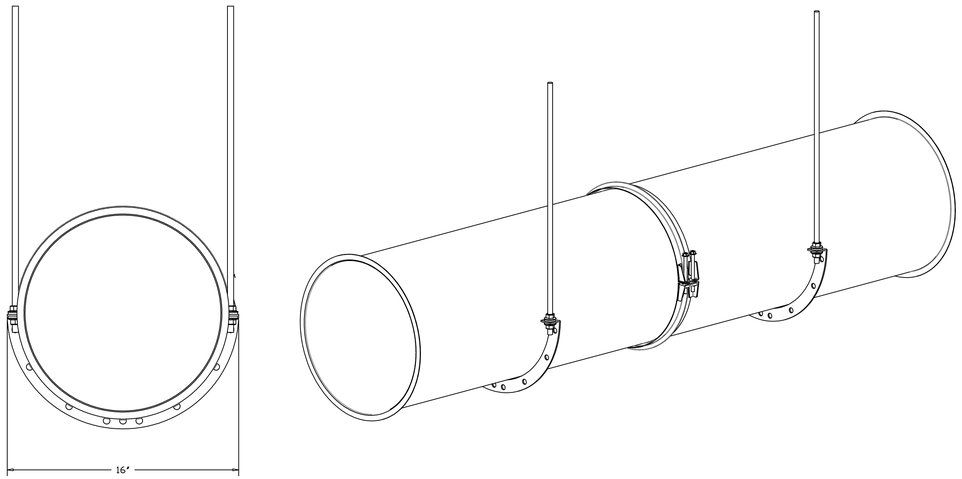
SCALE: 3/4" = 1'-0"
MASTER DRAWING

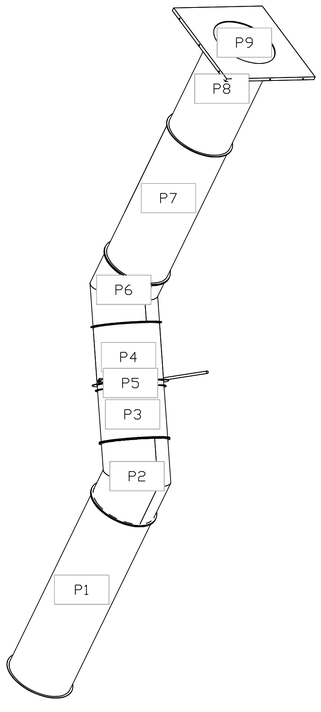
SHEET NO.
6

SUPPORT SYSTEM DETAILS #1

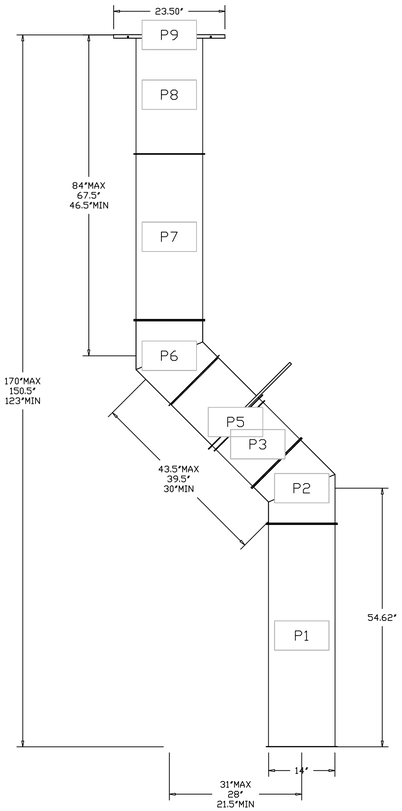
DW14SUBRASY - HORIZONTAL SUPPORT



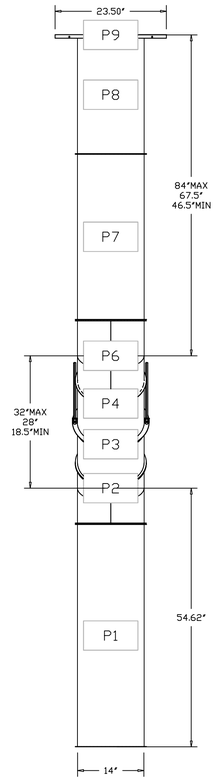
DUCTWORK #1 SE VIEW



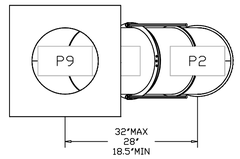
DUCTWORK #1 FRONT VIEW



DUCTWORK #1 SIDE VIEW



DUCTWORK #1 TOP VIEW



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MASTER DRAWING

SHEET NO. 7

GENERAL NOTES:

A. THE REQUIREMENTS OF THE SPECIFICATIONS, THE FOREGOING ARCHITECTURAL GENERAL NOTES AND MECHANICAL NOTES SHALL APPLY TO ALL WORK HEREUNDER.

B. PROVIDE AND MAINTAIN REQUIRED WORK SPACE, ADEQUATE ILLUMINATION, ACCESS TO WORK SPACE AND HEAD ROOM ABOUT ELECTRICAL EQUIPMENT.

C. ALL WORK SHALL BE IN ACCORDANCE WITH ELECTRICAL CODE (2023 EDITION), INTERNATIONAL ENERGY CONSERVATION CODE (IECC 2021 EDITION), AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, LAWS AND REGULATIONS.

D. FOR PURPOSES OF CLARITY AND LEGIBILITY, THE ELECTRICAL DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. ALTHOUGH THE SIZE AND LOCATION OF ELECTRICAL EQUIPMENT IS DRAWN TO SCALE WHEREVER POSSIBLE, MAKE USE OF ALL DATA IN ALL OF THE CONTRACT DOCUMENTS, AND VERIFY THIS AT THE PROJECT SITE. DETERMINE THE EXACT LOCATION OF CONDUITS, OUTLETS AND EQUIPMENT BY THE STUDY OF DETAILS, SHOP DRAWINGS AND/OR THE ARCHITECT'S DIRECTIONS.

E. THE ARCHITECTURAL DRAWINGS TAKE PRECEDENCE OVER THE ELECTRICAL DRAWINGS. SHOULD THERE BE A CONFLICT BETWEEN LOCATIONS SHOWN ON THE ARCHITECTURAL AND ELECTRICAL DRAWINGS, CONTACT THE ENGINEER FOR CLARIFICATION PRIOR TO ROUGH-IN.

F. PROVIDE EQUIPMENT AND MATERIALS WHICH CONFORM TO THE STANDARDS EFFECTIVE AS OF THE DATE OF THE CONTRACT DOCUMENTS AS PROMULGATED BY THE FOLLOWING BODIES:

- UNDERWRITERS' LABORATORIES (UL).
- NATIONAL ELECTRICAL MANUFACTURERS' ASSOCIATION (NEMA).
- ELECTRICAL TESTING LABORATORIES (ETL).
- AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
- INSULATED CABLE ENGINEERS ASSOCIATION (ICEA).
- INTERNATIONAL ENERGY CONSERVATION CODE (IECC 2021)
- NATIONAL ELECTRIC CODE NFPA-70

G. PROVIDE ROUGH-IN BACK BOXES , OUTLETS (INCLUDING FLOOR BOXES), CONDUITS, RACEWAYS, ETC... FOR LOW VOLTAGE SYSTEMS (SECURITY, TELEPHONE, ETC...).

H. COORDINATE ALL WORK WITH ARCHITECTURAL, MECHANICAL AND KITCHEN DRAWINGS. INSTALL ALL WORK TO CLEAR ARCHITECTURAL AND STRUCTURAL MEMBERS. NO ITEM SUCH AS PIPE, DUCT, ETC. SHALL BE IN CONTACT WITH ANY ELECTRICAL EQUIPMENT.

I. EXAMINE KITCHEN, MECHANICAL & PLUMBING DRAWINGS WHICH FORM A PART OF THE CONTRACT DOCUMENTS. PROVIDE AND INSTALL ALL MATERIALS, (DISCONNECT, STARTER, CONDUIT, WIRING, ETC...) INDICATED ON MECH'L DRAWINGS TO BE PROVIDED BY ELECTRICAL (WHETHER SHOWN ON ELECTRICAL PLANS OR NOT). DO NOT ROUGH ELECTRICAL PRIOR TO VERIFICATION OF HVAC UNITS' EXACT LOCATION.

J. NO PIPING, DUCTS OR EQUIPMENT FOREIGN TO ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO BE LOCATED WITHIN A SPACE EXTENDING EXTENDING FROM FLOOR TO A HEIGHT OF 6' ABOVE THE EQUIPMENT FOR INDOOR INSTALLATION OR THE STRUCTURAL CEILING ABOVE THE SPACE OF ELECTRICAL EQUIPMENT.

K. OBTAIN WRITTEN PERMISSION FROM ARCHITECT AND GENERAL CONTRACTOR BEFORE PROCEEDING WITH ANY CUTTING OR PATCHING OF STRUCTURAL SYSTEMS, INCLUDING FLOOR SLABS.

L. RESTORE ALL DAMAGE RESULTING FROM YOUR WORK AND LEAVE PREMISES IN CLEAN CONDITION WHEN FINISHED WITH WORK.

M. PROVIDE COMPLETE CONDUIT OR RACEWAY SYSTEM FOR ALL CIRCUITS AND WIRING OVER 100 VOLTS AND AS DESIGNATED FOR LOW VOLTAGE AND SIGNAL SYSTEMS CIRCUITS AND WIRING.
1. USE EMT IN DRY LOCATION.
2. FLEXIBLE STEEL CONDUIT OR M/C CABLE MAY BE USED IN DRY CONCEALED LOCATIONS FOR BRANCH CIRCUIT DISTRIBUTION. HOME-RUNS SHALL BE IN EMT CONDUIT.
3. EMT CONDUIT FOR ALL EXPOSED CONDITION.

N. RUN ALL WIRES IN CONDUIT CONCEALED WHEREVER POSSIBLE IN CEILING, WALL OR FLOOR SPACES. RUN CLOSE TO STRUCTURE, PARALLEL TO BUILDING LINES.

O. PROVIDE NYLON FISH-CORD IN ALL EMPTY CONDUIT.

P. PROVIDE INSULATING BUSHINGS ON ALL TERMINATIONS OF CONDUIT.

Q. SUSPEND ALL CONDUIT RUNS. SINGLE AND DOUBLE RUNS OF 1/2" OR 3/4" CONDUIT AND SINGLE RUNS OF 1" C MAY BE ATTACHED TO 12 GAUGE OR HEAVIER CEILING SUSPENSION WIRES (WHERE PERMITTED BY LOCAL CODE AUTHORITIES). MULTIPLE CONDUIT RUNS AND SINGLE RUNS LARGER THAN 1" SHALL BE SUPPORTED DIRECTLY TO STRUCTURE OR SUSPENDED ON THREADED RODS TO CLEVIS MOUNTS OR UNISTRUCT TRAPEZES. THREADED ROD SUSPENSIONS FURTHER THAN 12" FROM STRUCTURE SHALL BE INSTALLED WITH STATE APPROVED SEISMIC SUPPORT AND BRACING SYSTEMS SUCH AS SUPER-STRUT KIN-LINE OR EQUIVALENT.

R. ALL JUNCTION BOXES SHALL BE LABELED IDENTIFYING PANEL NUMBER AND CIRCUITS WHICH ROUTE THROUGH THE BOX.

S. CONDUCTORS SHALL BE TYPE THWN/THHN, 600 VOLT COPPER, BEARING UL LABEL. CONDUCTORS #8 OR LARGER SHALL BE STRANDED, CONDUCTORS #10 AND SMALLER SHALL BE SOLID. BRANCH CIRCUIT WIRE SHALL BE #12 MIN. FOR 120V. WIRE COLOR CODING SHALL MATCH EXISTING, AND SHALL BE NOTED ON AS-BUILT PLANS. BOTH ENDS OF ALL WIRE RUNS SHALL BE LABELED W/ NUMBERED PRESSURE LABELS. SPLICE ONLY IN ACCESSIBLE JUNCTION OR OUTLET BOXES. SCREW-ON CONNECTORS SHALL BE NEATLY INSTALLED; GROUPED, LACED OR CLIPPED, AND FANNED OUT TO/FROM TERMINAL.

T. RUN HOMERUNS TO PANELS/CIRCUITS AS SHOWN.

U. VERIFY MOUNTING HEIGHTS OF ALL DEVICES AND FINISHES WITH ARCHITECTURAL PLANS.

V. PROVIDE TYPE-WRITTEN CIRCUIT DIRECTORY FOR ALL PANELBOARDS.

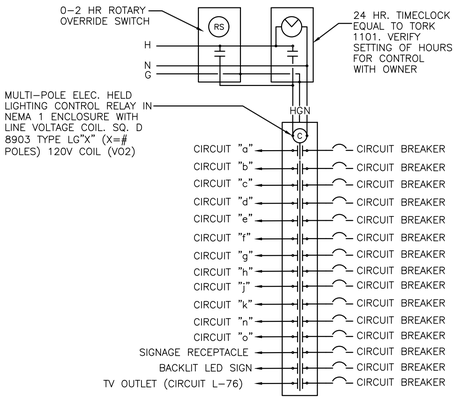
W. PROVIDE GROUNDING SYSTEM COMPLYING WITH THE CODES AND ORDINANCES SPECIFIED. GROUNDING SYSTEM SHALL PROVIDE CONTINUITY THROUGH ENTIRE ELECTRICAL SYSTEM.

X. THE UNGROUNDED AND GROUNDED CONDUCTORS OF EACH MULTIWIRE BRANCH CIRCUIT SHALL BE GROUPED BY WIRE TIES OR SIMILAR MEANS IN AT LEAST ONE LOCATION WITHIN THE PANELBOARD OR OTHER POINT OF ORIGINATION. (210.4(D))

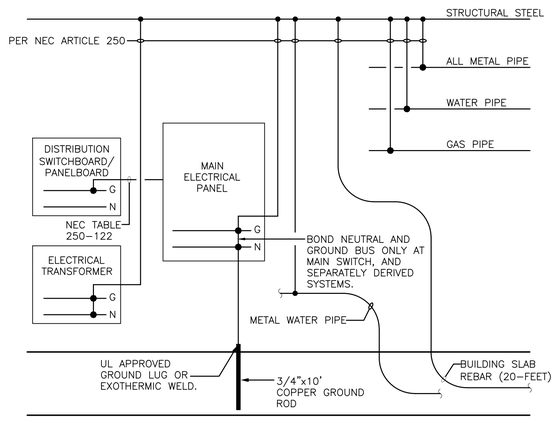
F. MULTIWIRE BRANCH CIRCUITS SHALL BE PROVIDED MEANS TO SIMULTANEOUSLY DISCONNECT UNGROUNDED CONDUCTORS AT THE PANEL. NEC ARTICLE 210.4(B).

G. WIRING METHODS FOR THIS PROJECT SHALL BE COPPER CONDUCTORS IN EMT CONDUIT FOR FEEDERS & HOME RUNS.

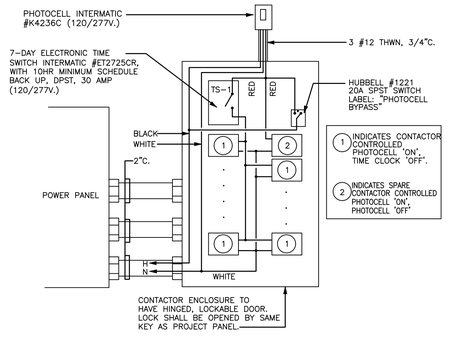
ELECTRICAL SPECIFICATIONS | 7



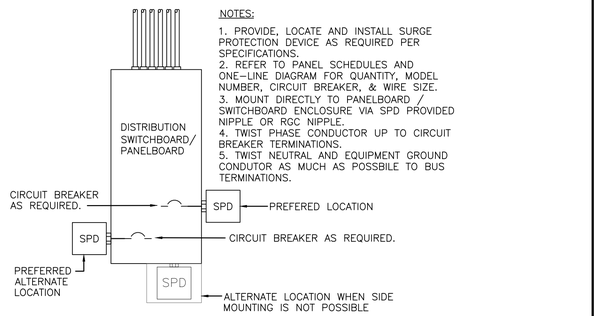
INTERIOR LIGHTING CONTROL | SCALE: N.T.S. | 6



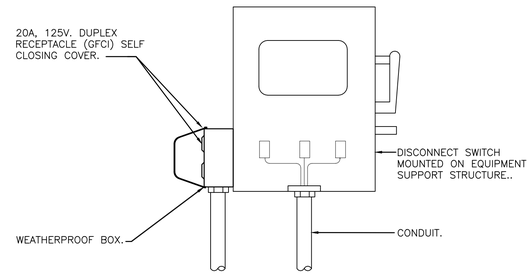
GROUNDING DETAIL | SCALE: N.T.S. | 5



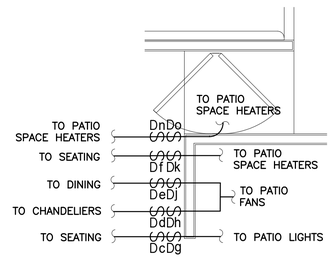
EXTERIOR LIGHTING CONTROL PANEL (LCP) | SCALE: N.T.S. | 1



SURGE PROTECTION DEVICE DETAIL | SCALE: N.T.S. | 4



ROOF MOUNTED RECEPTACLE | SCALE: N.T.S. | 3



SWITCH BAMK DETAIL | SCALE: 3/8" = 1'-0" | 2

LIGHTING CONTROL CABINET SCHEDULE — LCP

DESCRIPTION	CIRCUIT NUMBER	CONTROL	CONTACTOR #	CONTACTOR TYPE
PATIO STRING LIGHT	L-9	PHOTOCELL ON/TIME CLOCK OFF	1	4P-30A
BUILDING SIGN	L-48	PHOTOCELL ON/TIME CLOCK OFF	1	4P-30A
BUILDING SIGN	L-7	PHOTOCELL ON/TIME CLOCK OFF	1	4P-30A

LIGHTING CONTROL CABINET SHALL BE PROVIDED IN NEMA 1 ENCLOSURE

NOTES:
1. CONTRACTOR TO COORDINATE WITH OWNER FOR EXACT TIME-SCHEDULE AND OTHER REQUIRMENTS PRIOR TO INSTALLATION.
2. PHOTOCELL(S) NEED TO BE LOCATED SO THEY ARE SHIELDED FROM AMBIENT ARTIFICIAL LIGHT. ALL IN THE SAME LOCATION SO THAT THEY ALL OPERATE SIMULTANEOUSLY.

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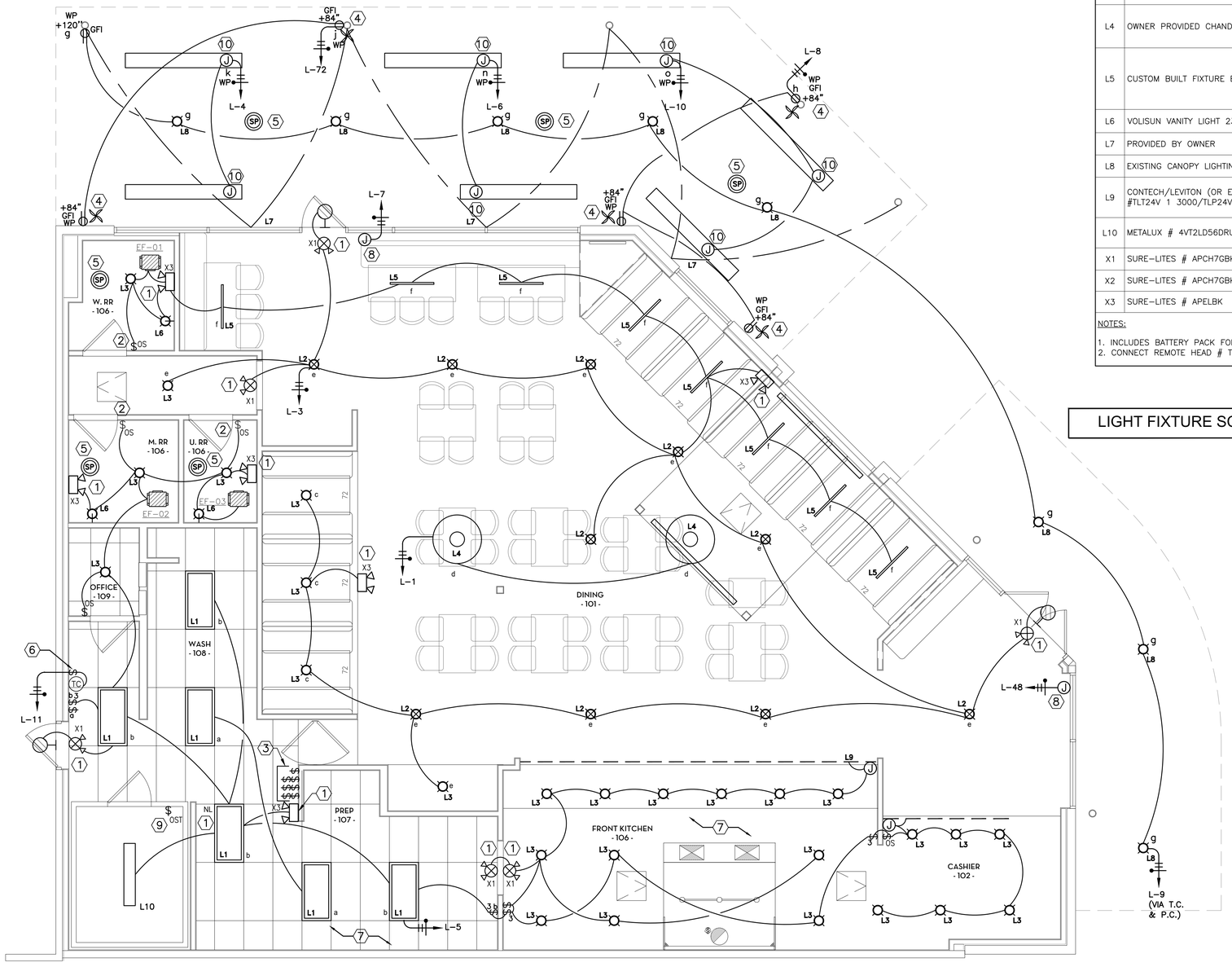

LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER AND MODEL	MOUNTING	LAMP – NR., SIZE AND TYPE	NOTES	DESCRIPTION
L1	METALUX # 24FP6435C	RECESSED	60W / LED / 3000K		2X4 LAY IN LED PANEL. 3000K
L2	TORTORETO EGLO # 62547A	PENDANT	10W / LED / 2700K		2" X 16" LED MINI PENDANT. TORTORETO EGLO 62547A. INSTALL BOTTOM AT 12'–0" AFF. ON DIMMING SWITCH. GU10 LED 2700K
L3	HALO # HC615D010–HM60525835–61WDH	RECESSED	15W / LED / 2700K		6" RECESSED CAN LIGHT – 2700K LED ON DIMMING SWITCH
L4	OWNER PROVIDED CHANDELIER	SUSPENDED	100W / LED / 2000K		CHANDELIER, PROVIDED BY OWNER, INSTALLED BY GC. BOTTOM AT 9'–0" AFF, ON DIMMING SWITCH. 6BULBS BY GC: GE VINTAGE STYLE T9 TUBE 5W WARM CANDLE LIGHT 2000K (8 COUNT).
L5	CUSTOM BUILT FIXTURE BY CONTRACTOR	SUSPENDED	12W / LED / 2200K		CUSTOM BUILT STEEL PIPE FIXTURE WITH 2 BULBS GE VINTAGE EDISON STYLE 6W ST19 MEDIUM BASE 2200K WARM CANDLE LIGHT. LEVITON BRAND HIGH HEAT RESISTANT PORCELAIN KEYLESS MEDIUM BASE SOCKET 1/2 IP BASE (48125). INSTALL FIXTURE WITH BOTTOM OF LAMP AT 7'–0" AFF. REFER TO 3/A2.1.
L6	VOLISUN VANITY LIGHT 23.6 INCH	WALL	14W / LED / 3500K		14W DIMMABLE 5CCT LED BATHROOM LIGHT FIXTURE OVER MIRROR, BLACK BAR. INSTALL AT 7'–2" AFF.
L7	PROVIDED BY OWNER	–	5.5W/FT / LED		WATERPROOF LED OUTDOOR STRING LIGHTS, HANGING, DIMMABLE, 2W VINTAGE EDISON BULBS – 48FT
L8	EXISTING CANOPY LIGHTING	RECESSED	EXISTING		EXISTING SHELL BUILDING FIXTURES TO BE CONNECTED TO TENANTS POWER PANEL AND CONTROLS
L9	CONTECH/LEVITON (OR EQUIVALENT) #TLT24V 1 3000/TLP24VHW/TLACR6/TLALF6	MILWORK	3.3W/FT / LED / 2700K		LED TAPELIGHT WITH 24V POWER SUPPLY, CHANNEL, FROSTED DIFFUSED LENS, 2700K, +80CRI. CORRDINATE WITH ARCHITECT/OWNER MANUFACTURER AND MODEL NUMBER PRIOR CONSTRUCTION
L10	METALUX # 4VT2LD56DRUNVL835CDIWLSSL	SURFACE	48W / LED / 35K		STRIP LIGHT FIXTURE SUITABLE FOR LOW TEMPERATURE. COORDINATE WITH WALK IN FREEZER INSTALLER FOR DETAILS.
X1	SURE–LITES # APCH7GBK	UNIVERSAL	2–2W / LED	1,2	EXIT LIGHT, FLUSH MOUNTED, GREEN LETTERS, BLACK COLOR, WITH REMOTE HEAD
X2	SURE–LITES # APCH7GBK	UNIVERSAL	2–2W / LED	1	EXIT LIGHT, FLUSH MOUNTED, GREEN LETTERS, BLACK COLOR
X3	SURE–LITES # APELBK	UNIVERSAL	2–2W / LED	1	BUG–EYE EMERGENCY FIXTURE, WALL MOUNTED, WITH 90 MINUTES MINIMUM BATTERY PACK.

NOTES:

1. INCLUDES BATTERY PACK FOR EMERGENCY POWER (1–1/2 HOUR MINIMUM).
2. CONNECT REMOTE HEAD # TCWP1 (OUTSIDE) TO EXIT SIGN (INSIDE).

LIGHT FIXTURE SCHEDULE

3

LIGHTING PLAN KEYED NOTES:

1. CONNECT TO LIGHTING CIRCUIT IN THIS AREA BUT DO NOT SWITCH. (TYP.)
2. GREENGATE # ONW–D–1001–M–120V–N DUAL TECHNOLOGY OCCUPANCY SENSOR. (TYP.)
3. PROPOSED LOCATIONS FOR LIGHTING SWITCHES BANK. CONTRACTOR TO PROVIDE LIGHTING DIMMERS COMPATIBLE WITH LIGHTING FIXTURES. REFER TO SWITCH BANK DETAIL AND INTERIOR LIGHTING CONTROL DETAILS IN SHEET E–1.0.
4. POWER RECEPTACLES FOR PATIO FANS. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS WITH ARCHITECTURAL DRAWINGS PRIOR COMMENCEMENT TO WORK.
5. PROVIDE 12/2 NON–SHIELDED SPEAKER CABLE FROM EACH SPEAKER TO IT RACK LOCATED IN OFFICE. ALL CABLING SHALL BE SUPPORTED BY J–HOOKS OR OTHER APPROVED MEANS. UNDER NO CIRCUMSTANCES SHALL CABLING BE INSTALLED ON TOP OF CEILING WHERE CABLING IS EXPOSED. COORDINATE EXACT LOCATIONS WITH OWNER PRIOR TO INSTALLATION. (TYP.)
6. PROVIDE MOMENTARY OVERRIDE TIMER SWITCH FOR LIGHTING CONTACTOR TIME CLOCK. OVERRIDE TIME SHALL HAVE A 2 HOUR MAXIMUM PER LOCAL ENERGY CODE.
7. KITCHEN LIGHTING CONTROL SHALL BE DUAL SWITCHED TO COMPLY WITH ENERGY CODE LIGHT REDUCTION USING A 3–WAY SWITCH AND SINGLE POLE SWITCH AND WIRED THROUGH AN OVERRIDE TIME SWITCH AND CONTACTOR. REFER TO INTERIOR LIGHTING CONTROL DETAIL.
8. FIELD LOCATE ABOVE CEILING FOR SIGNAGE CONNECTION VIA PHOTOCELL / TIME CLOCK. REFER TO DETAIL–1/SHEET E–1.0 FOR DETAILS.
9. GREENGATE DUAL TECHNOLOGY "LOW TEMP." OCCUPANCY SENSOR.
10. POWER JUNCTION BOX FOR GAS SPACE HEATERS. COORDINATE EXACT LOCATION WITH HEATERS INSTALLER.

ELECTRICAL LIGHTING PLAN — SCALE: 1/4" = 1'-0" — 1 — KEYED NOTES — 2

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Electrical Lighting Plan

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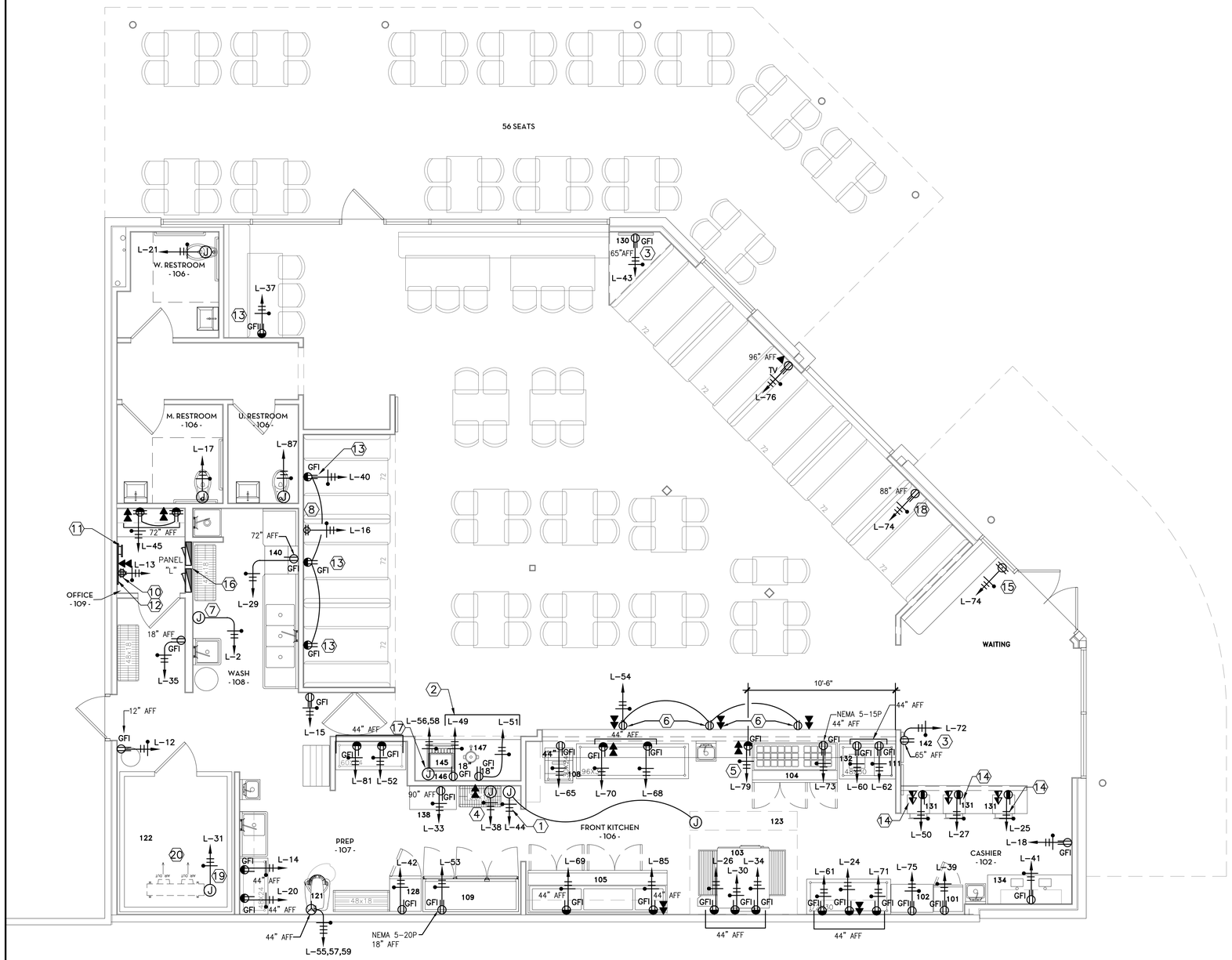
E-2.0



ELECTRICAL EQUIPMENT SCHEDULE

ITEM NO.	DESCRIPTION	MODEL	QTY.	ELECTRICAL
101	MERCHANDISER	BEVERAGE AIR MT10–B	2	3.2 AMPS, 120V, 1PH, 60HZ, 1/6 HP – NEMA 5–20P
102	WARM HOLDING	METRO SUPER ERECTA STAINLESS STEEL 4–SHELF HEATED – SIZE PER PLAN	1	16 AMPS, 120V, 1PH, 60HZ, 2000W – NEMA 5–20P
103	PIZZA OVEN	EDGE 40 TRIPPLE DECK	1	5.5 AMPS, 120V, 1PH, 60HZ, 660W – NEMA 5–20P
104	COLD PREP	TURBO AIR MST–72–30–N	1	5.7 AMPS, 115V, 1PH, 60HZ, 1/4 HP – NEMA 5–20P
105	COLD PREP	BEVERAGE AIR DP119HC	1	7.8 AMPS, 120V, 1PH, 60HZ, 1000W – NEMA 5–20P
106	UNDER COUNTER REF.	SW48NGD–U	1	2.5 AMPS, 120V, 1PH, 60HZ, 283W – NEMA 5–20P
108	DOUGH ROLLER	SOMERSET CDR–2000 WITH STAINLESS STEEL STAND	1	13.8 AMPS, 120V, 1PH, 60HZ, 3/4 HP – NEMA 5–20P
109	REACH IN FREEZER	TURBO AIR TSF–72–SD–N	1	6.5 AMPS, 120V, 1PH, 60HZ, 3/4 HP – NEMA 5–20P
111	FOOD PAN WARMER	NEMCO 6055A	1	10 AMPS, 120V, 1PH, 60HZ – NEMA 5–20P
121	MIXER	GLOBE 60 QUART MIXER	1	9 AMPS, 208V, 3PH, 60HZ, 3 HP – NEMA L6–30P
122	WALK IN COOLER	8' X 10'	1	CONFIRM REQUIREMENTS WITH INSTALLER
123	EXHAUST HOOD	92" X 86" EXHAUST HOOD	1	8.9 AMPS, 120V, 1PH, 60HZ, 0.33 HP
128	REACH IN REF.	TURBOAIR TSR23FD	1	1.5 AMPS, 120V, 1PH, 60HZ, 283W – NEMA 5–20P
130	MENU TV	BY OWNER. RECESSED IN NICHE & FRAMED ABOVE BEER COOLER	1	PROVIDE CONVENIENCE OUTLETS – NEMA 5–20P
131	POS	BY OWNER	3	PROVIDE CONVENIENCE OUTLETS – NEMA 5–20P
132	HOT PLATE	NEMCO 6310–1	1	16.6 AMPS, 120V, 2000W, 1PH, 60HZ – NEMA 5–20P
134	BEER COOLER	BEVERAGE AIR DD72HC–1–B	1	3.1 AMPS, 115V, 1PH, 60HZ, 1/3 HP – NEMA 5–20P
138	BAG–N–BOX	BAG–N–BOX	1	120V, IPH, 60HZ – NEMA 5–20P
140	DISHWASHER	DISHWASHER	1	8.9 AMPS, 120V, 1PH, 60HZ, 0.33 HP – NEMA 5–20P
142	WINE AND BEAR MENU	FRAMED MENU BOARD	1	PROVIDE CONVENIENCE OUTLETS – NEMA 5–20P
145	BEVERAGE DISPENSER	DD72HC–1–B	1	3.1 AMPS, 120V, 60HZ, 500W – NEMA 5–20P
146	ICE MAKER	NUGGET ICE MAKER	1	11.9 AMPS, 208V, 1P, 60HZ
147	TEA BREWER	G4RSTB	1	13.8 AMPS, 120V, 60HZ, 1650W – NEMA 5–20P

ELECTRICAL EQUIPMENT SCHEDULE

3

POWER PLAN KEYED NOTES:

1. FIELD LOCATE FOR CONNECTION TO HOOD C.P. COORDINATE EXACT LOCATION WITH OWNER ARCHITECT PRIOR COMMENCEMENT TO WORK.
2. CONTRACTOR MUST INSTALL ALL POWER OUTLETS BEHIND BEVERAGE EQUIPMENT @ 18" AFF. COORDINATE EXACT LOCATION/HEIGHT WITH ARCHITECT/OWNER PRIOR COMMENCEMENT TO WORK.
3. FIELD LOCATE FOR CONNECTION TO MENU TV / DESERT MENU.
4. REMOTE ANSUL STATION. COORDINATE EXACT LOCATION WITH EXHAUST HOOD INSTALLER.
5. INSTALL POWER RECEPTACLE AND DATA POINT NEXT TO UNIT AND 10'–6" AWAY FROM THE WALL. STACK RECEPTACLE AND DATA POINT ABOVE EACH OTHER, POWER ON TOP AT 44" AND DATA BELOW IT.
6. PROVIDE POWER, DATA AND CABLE CONNECTIONS FOR TELEVISION AT 144" A.F.F. COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGH–IN AND INSTALLATION. DATA AND CABLE WIRING SHALL BE ROUTED BACK TO NETWORK RACK IN OFFICE AREA.
7. LOCATE JUNCTION BOX FOR WATER HEATER AS HIGH AS POSSIBLE PER WATER HEATER REQUIREMENTS.
8. ABOVE CEILING PLUG FOR BACKLIT LED WALL SIGN CONNECTED TO A TIMER LOCATED NEAR PANEL L. EFER TO DETAIL–3/SHEET E–1.0 FOR DETAILS. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL WIRING INFORMATION/REQUIREMENTS FOR EACH SIGN LETTERS. ALL WIRING TO BE WITHIN WALL AND INTO BACK OF LETTERS. COORDINATE WITH ARCHITECT EXACT LOCATION PRIOR CONSTRUCTION.
9. NOT USED.
10. TEL. BOARD, COORDINATE LOCATION WITH OWNER/ARCHITECT AND REQUIREMENTS WITH SERVICE PROVIDER.
11. PROVIDE TELECOM GROUND BUS BAR, 18"X3"X0.25" PLATED COPPER MOUNTED ON STAND OF ISOLATORS TO WALL. COORDINATE HEIGHT WITH TENANT.
12. MOUNT BOTTOM OF TEL. BACK BOARD A MINIMUM +60" AFF. PROVIDE 19" 9U WALL MOUNTED OPEN FRAME NETWORK RACK INSTALLED ON TEL. BACK BOARD. COORDINATE EXACT LOCATION WITH ARCH./OWNER.
13. TAMPER RESISTANT DUPLEX RECEPTACLE WITH USB CONNECTIONS EQUAL TO COOPER/ARROW HART #TR7746–B, COLOR SELECTED BY ARCHITECT/OWNER. MOUNT 36" AFF TO CENTER OF BOX OR AS DIRECTED BY ARCHITECT.
14. PROVIDE RECESSED MOUNTED RECEPTACLES WITHIN MILLWORK FOR CASH REGISTER. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT IN FIELD PRIOR TO ROUGH–IN AND INSTALLATION.
15. PROVIDE SWITCHED RECEPTACLE FOR OPEN/CLOSE SIGN @ 12" ABOVE STOREFRONT. COORDINATE EXACT LOCATION WITH ARCHITECT.
16. WALL IN AREA OF ELECTRICAL PANEL TO BE CONSTRUCTED IN 6" OR 8" METAL STUDS FOR RECESSED FLUSH MOUNTED PANEL INSTALLATION. COORDINATE WITH ARCHITECTURAL DRAWINGS.
17. CONTRACTOR MUST INSTALL ALL JUNCTION BOX @ 72" AFF AND 20" AWAY FROM THE SIDE WALL NEAREST TO DISPENSER. COORDINATE EXACT LOCATION/HEIGHT WITH ARCHITECT/OWNER PRIOR COMMENCEMENT TO WORK.
18. PERFECTION SIGN TO BE CONTROLLED VIA TIME CLOCK. REFER TO SHEET E–1.0 FOR INTERIOR LIGHTING CONTROL DETAILS.
19. FIELD LOCATE FOR POWER CONNECTION REQUIREMENTS. COORDINATE BREAKER, CONDUIT, WIRE SIZE WITH COOLER INSTALLER/MANUFACTURER PRIOR COMMENCEMENT TO WORK
20. ALL CONDUITS ENTERING AND LEAVING THE WALK–IN COOLER TO BE SEALED PER THE NEC ARTICLE 300–7(A) WITHOUT EXCEPTION.

ELECTRICAL POWER PLAN — SCALE: 1/4" = 1'-0" | 1 | KEYED NOTES | 2

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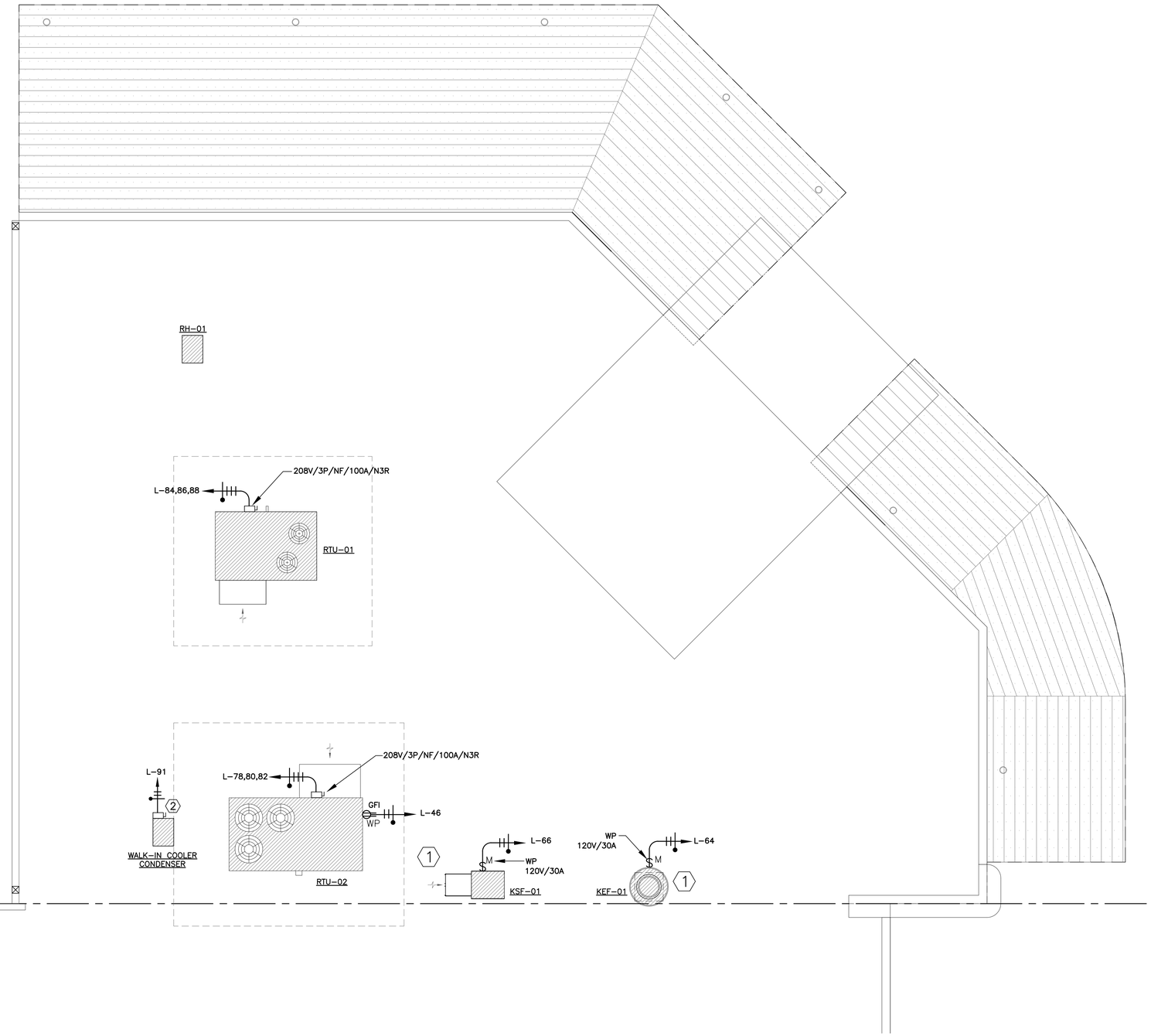

SYMBOL LEGEND

	POWER, DATA AND SWITCH SYMBOLS
WP/GFI	WALL-MOUNTED DUPLEX RECEPTACLE (DENOTED AS WATERPROOF GFI)
	WALL-MOUNTED QUADPLEX RECEPTACLE
	WALL-MOUNTED SPECIAL RECEPTACLE
	CEILING MOUNTED DUPLEX/QUADPLEX RECEPTACLES
	RECEPTACLE WITH ISOLATED GROUND
	ABOVE COUNTER DUPLEX / QUAD
	WALL-MOUNTED DATA / TELEPHONE RECEPTACLE / COMBINATION TELEPHONE/DATA OUTLET WITH RJ45 CONNECTORS
J	JUNCTION BOX
$T	TIMER SWITCH WITH CIRCUIT DESIGNATION
$	SINGLE POLE WALL-MOUNTED TOGGLE SWITCH
$3	THREE-WAY WALL-MOUNTED TOGGLE SWITCH WITH CIRCUIT DESIGNATION
$D	WALL-MOUNTED DIMMER SWITCH WITH CIRCUIT DESIGNATION
$OS	WALL-MOUNTED OCCUPANCY SWITCH
$M	MOTOR RATED SWITCH
$OR	TIME CLOCK OVERRIDE TIMER SWITCH
	OCCUPANCY SENSOR / VACANCY SENSOR / PHOTOCELL SENSOR
	DISCONNECT SWITCH
	LIGHTING (LETTER DENOTES TYPE – SEE SCHEDULE)
	2'X4' LED LIGHT FIXTURE
	WALL MOUNTED LED LIGHT FIXTURE
	RECESSED LED LIGHT FIXTURE
	PENDANT MOUNT LED LIGHT FIXTURE
	EXTERIOR WALL PACK
	SURFACE MOUNT LED LIGHT FIXTURE
X	EXIT LIGHT CEILING MOUNTED WITH OR WITHOUT DIRECTIONAL ARROWS AS INDICATED
	EXTERIOR WALL MOUNTED EMERGENCY LIGHT WITH BATTERY BACKUP
	TWO-HEADED WALL OR CEILING MOUNTED EMERGENCY LIGHT WITH BATTERY BACKUP

SYMBOL LEGEND | 4

GENERAL NOTES:

1. ALL WIRING SHALL BE INSTALLED IN EMT CONDUIT OR MC CABLE. FLEXIBLE CONDUIT MAY BE USED AT INTERIOR JUNCTION BOXES FOR CLOSE EQUIPMENT CONNECTIONS ONLY. CARLON PVC TYPE SCH 40 HEAVY WALL CONDUIT WITH GROUND WIRE MAY BE USED BELOW FLOOR SLAB OR UNDERGROUND IN LIEU OF RIGID, THREADED, GALVANIZED CONDUIT. PVC SCH. 40 CONDUIT SHALL NOT BE RUN IN OR ABOVE FLOOR SLAB, OR IN TILT WALL PANELS. PVC CONDUIT SHALL TERMINATE BELOW FLOOR SLAB WITH RIGID, THREADED METAL CONDUIT ADAPTER. CONDUIT ABOVE SLAB SHALL BE METAL.

2. ALL SIGNAGE SHALL BE SUBMITTED TO ARCHITECT/OWNER FOR APPROVAL PRIOR COMMENCEMENT TO WORK.

3. ALL EXTERIOR INSTALLED ITEMS SHALL BE PAINTED TO MATCH THE EXTERIOR OF THE BUILDING

4. ALL SINGLE-PHASE RECEPTACLES RATED 150 VOLTS TO GROUND OR LESS, 50 AMPERES OR LESS AND THREE PHASE RECEPTACLES RATED 150 VOLTS TO GROUND OR LESS, 100 AMPERES OR LESS INSTALLED IN THE LOCATIONS SPECIFIED IN NEC. ART 210.8 (B)(1) – (8) SHALL HAVE GROUND FAULT CIRCUIT INTERRUPTER PROTECTION.

   NOTE THAT THE ISOLATED GROUNDING TYPE RECEPTACLES AND CLOCK TYPE RECEPTACLES LOCATED IN THE KITCHEN/SERVING AREA SHALL BE PROTECTED BY GROUND FAULT TYPE CIRCUIT BREAKERS RATHER THAN GROUND FAULT TYPE RECEPTACLES SINCE THESE RECEPTACLES ARE NOT AVAILABLE AS GROUND-FAULT TYPE RECEPTACLES. GFCI BREAKERS REQUIRE A DEDICATED NEUTRAL (NOT SHARED) TO OPERATE PROPERLY.

5. PROVIDE A FULL COVERAGE FIRE ALARM SYSTEM IN ACCORDANCE WITH NFPA 72, AND ALL LOCAL, STATE, AND FEDERAL BUILDING CODES. ALL NEW DEVICES SHALL BE TIED INTO THE EXISTING FIRE ALARM SYSTEM SERVING THE MAIN BUILDING. FIRE ALARM CONTRACTOR SHALL PROVIDE STAMPED SHOP DRAWINGS TO THE CITY FOR REVIEW. HVAC EQUIPMENT IN ACCESS OF 2000 CFM SHALL HAVE DUCT SMOKE DETECTORS IN RETURN AIR DUCTS. COORDINATE WITH MECHANICAL CONTRACTOR AND KITCHEN CONSULTANT.

6. E.C SHALL VERIFY IN FIELD ALL KITCHEN EQUIPMENT CONNECTIONS AND REQUIREMENTS PRIOR TO ROUGH-IN AND INSTALLATION OF DEVICES. VERIFY ALL DEVICE LOCATIONS AND MOUNTING HEIGHTS WITH FOOD SERVICE CONTRACTOR. E.C. SHALL MAKE ADJUSTMENTS IN FIELD TO MATCH ACTUAL EQUIPMENT BEING INSTALLED, AS DIRECTED BY THE FOOD SERVICE CONTRACTOR. CONTRACTOR IS REQUIRED TO INSTALL STANDARD RECEPTACLES FOR CIRCUITS DEDICATED TO SPECIFIC EQUIPMENT. SUBJECT TO THE APPROVAL OF CODE ENFORCING AGENCY.

GENERAL NOTES | 3

ROOF PLAN KEYED NOTES:

1. CONTRACTOR TO COORDINATE HOOD INTERLOCK REQUIREMENTS WITH HOOD CONTROL PANEL WITH SUPPLY AND EXHAUST FAN AS NEEDED BY HOOD DRAWINGS.

2. COORDINATE POWER REQUIREMENTS WITH EQUIPMENT SUPPLIER/MANUFACTURER PRIOR TO COMMENCEMENT OF WORK. PROVIDE 120V/60HZ/30AMPS/NF DISCONNECT SWITCH UNLESS REQUIRED OTHERWISE BY MANUFACTURER.

KEYED NOTES | 2

ELECTRICAL ROOF PLAN — SCALE: 1/4" = 1'-0" | 1

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Dwg. Name

Electrical Roof Plan

Dwg. No.

E-4.0

PANELBOARD SCHEDULE

L

VOLTAGE	PHASE	WIRE	MCB (A)	MLO (A)	AIC RATING	MOUNTING	LOCATION	NEMA ENCLOSURE
120 208	3	4	400		22,000	RECESSED	WASH AREA	NEMA-1

LOAD TYPE LEGEND				REMARKS
L	LIGHTING/CONT-LD	K	KITCHEN EQUIP	PROVIDE EQUIPMENT GROUNDING BUS AND FEED THRU AND/OR SUB FEED LUGS
R	RECEPTACLES	E	EXISTING	PROVIDE TWO SECTIONS PANEL EACH WITH 54 POLE BREAKER
M	MECHANICAL EQUIP	O	OTHER/MISC	

CKT #	LOAD DESCRIPTION	LOAD TYPE	WIRE SIZE	CONDUIT SIZE	CIRCUIT BREAKER TRIP	CIRCUIT BREAKER P	LOAD (VA)	PHASE	LOAD (VA)	CIRCUIT BREAKER P	CIRCUIT BREAKER TRIP	CONDUIT SIZE	WIRE SIZE	LOAD TYPE	LOAD DESCRIPTION	CKT #
1	LIGHTING-CHANDELIERS	L	#12	3/4"	20A	1	200.0	A	500.0	1	20A	3/4"	#12	O	TANKLESS WASTER HEATER	2
3	LIGHTING - DINING	L	#12	3/4"	20A	1	914.0	B	312.0	1	20A	3/4"	#10	O	SUSPENDED GAS SPACE HEATERS	4
5	LIGHTING-WASH, PREP AND FRONT KITCHEN	L	#12	3/4"	20A	1	848.0	C	312.0	1	20A	3/4"	#10	O	SUSPENDED GAS SPACE HEATERS	6
7	BUILDING SIGN	L	#12	3/4"	20A	1	750.0	A	700.0	1	20A	3/4"	#10	O	PATIO FAN	8
9	LIGHTING-PATIO RECEPTACLES	L	#12	3/4"	20A	1	368.0	B	468.0	1	20A	3/4"	#10	O	SUSPENDED GAS SPACE HEATERS	10
11	LIGHT CONTROL PANEL (LCP)	O	#12	3/4"	20A	1	250.0	C	180.0	1	20A	3/4"	#12	R	CONVENIENT RECEPTACLE	12
13	TEL. BOARD	O	#10	3/4"	20A	1	900.0	A	1800.0	1	20A	3/4"	#10	K	DEDICATED RECEPT. - INDUCTION COOKERS	14
15	RECEPTACLE-WASH AREA	R	#12	3/4"	20A	1	180.0	B	750.0	1	20A	3/4"	#12	L	BACKLIT LED SIGN	16
17	FLUSH VALVE	O	#12	3/4"	20A	1	250.0	C	360.0	1	20A	3/4"	#12	R	RECEPTACLES - PREP	18
19	SPARE	-	-	-	20A	1	0.0	A	1800.0	1	20A	3/4"	#10	K	DEDICATED RECEPT. - INDUCTION COOKERS	20
21	FLUSH VALVE	O	#12	3/4"	20A	1	250.0	B	500.0	1	20A	3/4"	#12	O	OPEN/CLOSE SIGN	22
23	SPARE	-	-	-	20A	1	0.0	C	300.0	1	20A	3/4"	#12	R	ORDER SCREEN	24
25	POS	R	#12	3/4"	20A	1	250.0	A	500.0	1	20A	3/4"	#12	K	GAS OVEN RECEPTACLE	26
27	POS	R	#12	3/4"	20A	1	250.0	B	0.0	-	-	-	-	-	SHUNT TRIP	28
29	DISH WASHER	K	#10	3/4"	20A	1	1060.0	C	500.0	1	20A	3/4"	#12	K	GAS OVEN RECEPTACLE	30
31	WALK-IN COOLER EVAPORATOR	K	#10	3/4"	30A	1	1200.0	A	0.0	-	-	-	-	-	SHUNT TRIP	32
33	BAG N BOX CARBONITOR	K	#12	3/4"	20A	1	750.0	B	500.0	1	20A	3/4"	#12	K	GAS OVEN RECEPTACLE	34
35	CONVENIENT RECEPTACLE	R	#12	3/4"	20A	1	180.0	C	0.0	-	-	-	-	-	SHUNT TRIP	36
37	RECEPTACLES - DINING	R	#12	3/4"	20A	1	180.0	A	1000.0	1	20A	3/4"	#12	K	ANSUL SYSTEM	38
39	MERCHANDISER	K	#12	3/4"	20A	1	384.0	B	360.0	1	20A	3/4"	#12	R	RECEPTACLES - DINING	40
41	BEER COOLER	K	#12	3/4"	20A	1	372.0	C	720.0	1	20A	3/4"	#12	K	REACH IN REF.	42
43	MENU TV	R	#12	3/4"	20A	1	250.0	A	1000.0	1	20A	3/4"	#12	O	EXHAUST HOOD (OVEN) CONTROL PANEL	44
45	RECEPTACLE-OFFICE	R	#12	3/4"	20A	1	720.0	B	180.0	1	20A	3/4"	#12	R	ROOF TOP RECEPACLES	46
47	SPARE	-	-	-	20A	1	0.0	C	750.0	1	20A	3/4"	#12	L	BUILDING SIGN	48
49	BEVERAGE DISPENSER	K	#12	3/4"	20A	1	372.0	A	250.0	1	20A	3/4"	#12	R	POS	50
51	TEA BREWER	K	#12	3/4"	20A	1	1650.0	B	180.0	1	20A	3/4"	#12	R	ABOVE COUNTER RECEPTACLE	52
53	REACH-IN FREEZER	K	#12	3/4"	20A	1	780.0	C	750.0	1	20A	3/4"	#12	R	TV/SIGNAGE RECEPTACLE	54
55	MIXER	K	#12	3/4"	20A	3	1441.0	A	1238.0	2	20A	3/4"	#12	K	NUGGET ICE MAKER	56
57	-	K	#12	-	-	-	1441.0	B	1238.0	-	-	-	#12	K	-	58
59	-	K	#12	-	-	-	1441.0	C	2000.0	1	20A	3/4"	#12	K	HOT PLATE	60
61	DEDICATED RECEPTACLE-FRONT KITCHEN	R	#12	3/4"	20A	1	180.0	A	1200.0	1	20A	3/4"	#12	K	FOOD PAN WARMER	62
63	SPARE	-	-	-	20A	1	0.0	B	1334.0	1	25A	3/4"	#8	M	KEF-1 (ROOF TOP)	64
65	DOUGH ROLLER	K	#10	3/4"	20A	1	1656.0	C	1334.0	1	25A	3/4"	#8	M	KSF-1 (ROOF TOP)	66
67	SPARE	-	-	-	20A	1	0.0	A	180.0	1	20A	3/4"	#12	R	ABOVE COUNTER RECEPTACLE	68
69	DEDICATED RECEPTACLE-FRONT KITCHEN	R	#12	3/4"	20A	1	180.0	B	300.0	1	20A	3/4"	#12	R	ORDER SCREEN	70
71	DEDICATED RECEPTACLE-FRONT KITCHEN	R	#12	3/4"	20A	1	180.0	C	1000.0	1	20A	3/4"	#10	O	PATIO FAN	72
73	COLD PREP	K	#12	3/4"	20A	1	684.0	A	500.0	1	20A	3/4"	#12	R	RECEPTACLE	74
75	HOLDING WARMER	K	#10	3/4"	20A	1	2000.0	B	500.0	1	20A	3/4"	#12	R	TV OUTLET	76
77	SPARE	-	-	-	20A	1	0.0	C	8876.0	3	100A	1-1/4"	#3	M	RTU-2	78
79	ORDER SCREEN	R	#12	3/4"	20A	1	250.0	A	8876.0	-	-	-	#3	M	-	80
81	ORDER SCREEN	R	#12	3/4"	20A	1	250.0	B	8876.0	-	-	-	#3	M	-	82
83	SPARE	-	-	-	20A	1	0.0	C	8276.0	3	80A	1-1/4"	#4	M	RTU-1	84
85	COLD PREP	K	#12	3/4"	20A	1	936.0	A	8276.0	-	-	-	#4	M	-	86
87	FLUSH VALVE	O	#12	3/4"	20A	1	250.0	B	8276.0	-	-	-	#4	M	-	88
89	SPARE	-	-	-	20A	1	0.0	C	0	-	-	-	-	-	SPACE	90
91	WALK IN COOLER CONDENCER	O	#10	3/4"	30A	1	1000.0	A	0	-	-	-	-	-	SPACE	92
93	SPARE	-	-	-	20A	1	0.0	B	0	-	-	-	-	-	SPACE	94
95	SPARE	-	-	-	20A	1	0.0	C	0	-	-	-	-	-	SPACE	96
97	SPARE	-	-	-	20A	1	0.0	A	0	-	-	-	-	-	SPACE	98
99	SPARE	-	-	-	20A	1	0.0	B	0	-	-	-	-	-	SPACE	100
101	SPARE	-	-	-	20A	1	0.0	C	0	-	-	-	-	-	SPACE	102
103	SPARE	-	-	-	20A	1	0.0	A	0	3	30A	3/4"	#10	O	SURGE PROTECTION DEVICE	104
105	SPARE	-	-	-	20A	1	0.0	B	0	-	-	-	#10	O	-	106
107	SPARE	-	-	-	20A	1	0.0	C	0	-	-	-	#10	O	-	108

	A	B	C	TOTAL
CONNECTED LOAD ABOVE (VA)	36413	33351	32395	102159
CONNECTED AMPACITY ABOVE (A)	303.44	277.93	269.96	

LOAD TYPE	CONN. LD(VA)	SUBPANELS (VA) PNL	PNL	PNL	PNL	CONN. LD (VA)	SIZING FACTOR	SIZING LOAD (VA)
LIGHTING/CONT-LD	4570	-	-	-	-	4570	125%	5713
RECEPTACLES	7090	-	-	-	-	7090	-	7090
MECHANICAL EQUIP	54124	-	-	-	-	54124	100%	54124
KITCHEN EQUIP	28683	-	-	-	-	28683	65%	18644
#OF KITCHEN EQUIP	26	-	-	-	-	26		**
EXISTING	0	-	-	-	-	0	125%	0
OTHER/MISC	6442	-	-	-	-	6442	100%	6442
TOTAL CONNECTED (VA)						100909		92012 SIZING TOTAL (VA) PER NEC
CONNECTED AMPACITY (A)						280.10		255.40 SIZING AMPACITY (A) PER NEC

NOTES
* 1ST 10KVA @ 100%, REMAINING @ 50%
** SIZE PER NEC TABLE 220.56
*** NON-SIMULTANEOUS LOAD
G: PROVIDE GFI CIRCUIT BREAKER
S: PROVIDE SHUNT TRIP CIRCUIT BREAKER
L: PROVIDE LOCK ON/OFF CIRCUIT BREAKER

KEYED NOTES:

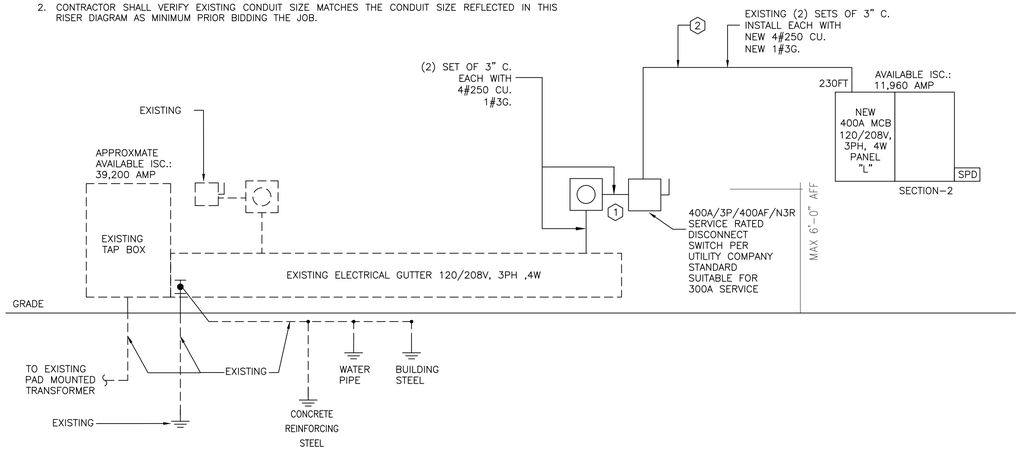
1. CONTROLLED BY A 7-DAY, N-1 RECESSED, TIME CLOCK.
2. PROVIDE 120V, 20A, 1PH GFI BREAKER
3. FIELD VERIFY LOAD PRIOR BREAKER, WIRE, AND CONDUIT INSTALLATION.

ELECTRICAL PANEL SCHEDULES

2

KEYED NOTES:

1. CONTRACTOR SHALL COORDINATE THE PLACEMENT OF SERVICE DISCONNECT SWITCH WITH LANDLORD'S REP. PRIOR TO COMMENCEMENT OF WORK.
2. CONTRACTOR SHALL VERIFY EXISTING CONDUIT SIZE MATCHES THE CONDUIT SIZE REFLECTED IN THIS RISER DIAGRAM AS MINIMUM PRIOR BIDDING THE JOB.



ELECTRICAL LOAD ANALYSIS

208V,3PH,4W

DESCRIPTION OF LOAD	LOAD KVA
LIGHTING – CALC. 3,935 X 1.9W X 1.25	9.4
RECEPTACLES (CONNECTED NEC 220.44):	
1ST 10KVA @100% (NEC 220.44)	6.9
REMAINDER @50% (NEC 220.44)	0.0
MISCELLANEOUS (NEC 220)	6.2
HVAC – FANS, AHU'S,CHILLERS (NEC 220)	54.1
KITCHEN	28.7
25% LARGEST MOTOR (NEC 430.24)	6.7
TOTAL (KVA)	112.0
TOTAL (AMPS)	311
REQUESTED SERVICE CAPACITY (AMPS)	400
AVAILABLE EXISTING SERVICE (AMPS)	800
EXISTING HOUSE PANEL (AMPS)	150
REMAINING SPARE CAPACITY (AMPS)	600

GENERAL NOTES:

1. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF MAIN ELECTRICAL SERVICE AND TELEPHONE DEMARC LOCATION AND TO COORDINATE WITH UTILITY COMPANIES PRIOR TO BIDDING AND COMMENCEMENT OF WORK.
2. ALL ELECTRICAL EQUIPMENT, DEVICES, JUNCTION BOXES, OUTLETS, PANELS, ETC. SHALL BE PLACES ABOVE THE BASE FLOOD ELEVATION OR PROTECTED TO PREVENT WATER FROM ENTERING/ACCUMULATING WITHIN EQUIPMENT DURING FLOOD CONDITIONS.
3. ELECTRICAL EQUIPMENT LABELING SHALL BE BLACK PLASTIC NAMEPLATE WITH ENGRAVED WHITE LETTERING. SECURELY ATTACH NAMEPLATE TO EQUIPMENT USING SCREWS. THE USE OF STICK-ON NAMEPLATES SHALL NOT BE PERMITTED.
4. ALL EXTERIOR EQUIPMENT TO BE IN NEMA 3R ENCLOSURE.
5. AVAILABLE FAULT CURRENT LABELING IN LIEU OF THE MAXIMUM AVAILABLE FAULT CURRENT MARKING AS REQUIRED BY NEC 110.24, A PERMANENTLY AFFIXED LABEL SHALL BE APPLIED TO SERVICE EQUIPMENT AT THE TIME OF INSTALLATION. THIS LABEL SHALL INCLUDE THE AVAILABLE FAULT CURRENT AND THE DATE OF THE CALCULATION.
6. INSTALL ELECTRIC METER DIRECTLY ADJACENT TO ANY EXISTING METER, USING AS LITTLE SPACE ON THE GUTTER AS POSSIBLE. IF THERE ARE NO EXISTING METERS ON THE GUTTER, INSTALL THE METER AS FAR TO ONE SIDE ON THE GUTTER AS POSSIBLE (LEAVING MAXIMUM ROOM FOR FUTURE METERS).
7. UNLESS SUPPLIED BY THE UTILITY COMPANY, THE FAULT CURRENT LEVEL SHALL BE DETERMINED FROM TABLE 1 "SHORT CIRCUIT CURRENTS AVAILABLE FROM VARIOUS SIZE TRANSFORMERS (BASED ON WORST CASE IMPEDANCE) IN BUSSMANN'S ELECTRICAL PROTECTION HANDBOOK

NOTE FOR SHORT CIRCUIT CALCULATIONS:

UNLESS SUPPLIED BY THE UTILITY COMPANY, THE FAULT CURRENT LEVEL SHALL BE DETERMINED FROM TABLE 1 "SHORT CIRCUIT CURRENTS AVAILABLE FROM VARIOUS SIZE TRANSFORMERS (BASED ON WORST CASE IMPEDANCE) IN BUSSMANN'S ELECTRICAL PROTECTION HANDBOOK

ELECTRICAL ONE LINE RISER AND LOAD ANALYSIS

1

Crust Pizza

Interior Build-out

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Project No. APM_2504

Dwg. Name

Electrical Panels, Riser & Load Analysis

Dwg. No.

E-5.0

PLUMBING SPECIFICATIONS:

GENERAL:

1. ALL WORK SHALL BE IN COMPLIANCE WITH LATEST EDITION OF ADOPTED CODES.
2. INSTALL A COMPLETE AND WORKABLE PLUMBING SYSTEM IN ACCORDANCE WITH, BUT NOT LIMITED TO THE PLANS AND SPECIFICATIONS. COMPLY WITH THE LATEST EDITIONS OF THE UNIFORM PLUMBING CODE, ADA REQUIREMENTS, AND ALL OTHER APPLICABLE ODES.
3. PLUMBING CONTRACTOR TO OBTAIN ALL PERMITS AND PAY ALL REQUIRED FEES OF HIS PORTION OF THE WORK.
4. ALL WORK SHALL BE SUBJECT TO ARCHITECTS AND/OR THE OWNERS INSPECTION, AND ANY FAULTY WORK, BROKEN FIXTURES, LEAKING PIPES. ETC. SHALL BE REPAIRED OR REPLACE AT THE PLUMBING CONTRACTORS EXPENSE.
5. THE PLUMBING CONTRACTOR SHALL REMOVE ALL DEBRIS RESULTING FROM HIS WORK AND CLEAN ALL FIXTURES AND EQUIPMENT UPON COMPLETION OF HIS WORK AND PRIOR TO FINAL INSPECTION BY THE ARCHITECT AND/OR ENGINEER.
6. THE PLUMBING CONTRACTOR SHALL CLOSELY COORDINATE HIS WORK WITH THE OTHER TRADES TO AVOID CONFLICTS OR OBSTRUCTIONS AND SHALL NOTIFY THE ARCHITECT AND/OR ENGINEER OF SAME.
7. THE DIMENSIONS, OR ROUGH-IN DIMENSIONS INDICATED SHALL BE VERIFIED BY CONTRACTOR AND ADJUSTED IF REQUIRED BY EQUIPMENT, AND/OR FIELD CONDITIONS.
8. ALL PIPING SYSTEMS SHALL BE INSTALLED BY WORKMAN SKILLED IN THIS TRADE AND SHALL BE PROPERLY SUPPORTED HORIZONTALLY AND VERTICALLY.
9. IF THE PLUMBING CONTRACTOR WISHES TO SUBSTITUTE FIXTURE, TRIM, PIPING OR EQUIPMENT BY A MANUFACTURER OTHER THAN THOSE SPECIFIED ON THESE DRAWINGS, HE MUST SUBMIT SHOP DRAWINGS OR CUT SHEETS FOR THE ARCHITECT'S, AND/OR OWNER'S APPROVAL.
10. GUARANTEE ALL WORK AND MATERIALS FURNISHED UNDER THIS CONTRACT FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER AND THE ARCHITECT.
11. CONCEAL PIPING WHENEVER POSSIBLE UNLESS NOTED OTHERWISE.
12. FIELD-VERIFY ALL MEASUREMENTS AND CONDITIONS BEFORE PROCEEDING WITH WORK.GUARANTEE ALL WORK AND MATERIALS FURNISHED UNDER THIS CONTRACT FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER AND THE ARCHITECT.
13. PROVIDE ALL ADDITIONAL STEEL HANGER MATERIALS, RODS AND CLAMPS AS REQUIRED FOR COORDINATION WITH WORK OF OTHER TRADES.
14. THE CONTRACTOR IS RESPONSIBLE FOR FIRE STOPPING AT ALL PENETRATIONS OF FIRE-RATED FLOORS DESIGNATED IN ARCHITECTURAL DRAWINGS.
15. ALL THERMOPLASTIC PLASTIC PIPING SHALL BE INSTALLED ACCORDING TO ASTM D2321 AND THE PIPING MANUFACTURER'S INSTRUCTION.

PLUMBING FIXTURES:

1. CONTRACTOR SHALL FIELD-VERIFY ELEVATIONS AND DIMENSIONS OF FINISHED FLOORS AND WALLS. INSTALL ALL DRAINS, ROUGH-INS AND CARRIERS IN ACCORDANCE WITH PROPOSED ELEVATIONS AND FINISHED SURFACES.
2. MOUNTING HEIGHT OF ALL WALL-HUNG OR COUNTER-MOUNTED FIXTURES SHALL BE COORDINATED WITH ARCHITECT PRIOR TO INSTALLATION OF ROUGH-IN WORK.
3. AT ALL FIXTURES AND EQUIPMENT, WITH ASSOCIATED TRIM OR ACCESSORIES, PROVIDED BY OTHER TRADES AND REQUIRING PLUMBING CONNECTIONS: THIS CONTRACTOR SHALL FIELD COORDINATE EXACT REQUIREMENTS OF, MAKE PROVISIONS FOR, AND SUPPLY ALL MATERIALS AND LABOR FOR MAKING FINAL CONNECTIONS.
4. CONTRACTOR SHALL REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWINGS AND/OR INSTALLATION INSTRUCTIONS FOR FINAL COORDINATION OF ALL ROUGH-IN OPENINGS PRIOR TO BEGINNING WORK.
5. ALL FIXTURE AND EQUIPMENT STUB-OUTS, INCLUDING BOTH WATER AND FUEL SUPPLIES SHALL BE PROVIDED WITH A STOP VALVE.
6. ROUGH-IN OPENINGS SHALL BE FITTED WITH CHROME PLATED, HEAVY GAGE BRASS ESCUTCHEON PLATES FITTED TIGHT TO THE PIPE.
7. ALL FIXTURES, PIPE, AND FITTINGS NOT USED EXCLUSIVELY FOR NON-POTABLE SERVICES, E.G. IRRIGATION, FIRE PROTECTION, ETC SHALL BE LEAD FREE IN ACCORDANCE WITH THE FEDERAL REDUCTION OF LEAD IN DRINKING WATER ACT.
8. ALL EXPOSED BRASS SHALL BE CHROME PLATED.
9. HANDICAPPED ACCESSIBILITY/ ADA COMPLIANCE
   A. ALL HANDICAPPED ACCESSIBLE FIXTURES SHALL BE OF APPROVED TYPE WITH REQUIRED CONTROLS AND INSTALL TO HEIGHT AND CLEARANCE, AS PRESCRIBED BY THE AMERICANS WITH DISABILITIES ACT (ADA). FIXTURES SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ADA CODE REQUIREMENTS. REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONED ADA MOUNTING HEIGHTS AND SPECIFIED CLEARANCES.
   B. ALL WHEELCHAIR LAVATORIES EXPOSED PIPING SHALL BE INSULATED. OFFSET DRAIN FITTINGS ARE REQUIRED TO PROVIDE MINIMUM CLEARANCES.
   C. ORIENT ADA WATER CLOSET FLUSH WITH OPERATOR ON LARGE SIDE OF CLOSURE.
10. PLUMBING FIXTURES SHALL BE OF WATER CONSERVATION TYPE IN ACCORDANCE WITH SENATE BILL 587 FOR WATER-SAVING PERFORMANCE . PRIVATE LAVATORY AND SINK (EXCEPT SERVICE) FAUCETS SHALL BE RESTRICTED TO 2.2 GPM, PUBLIC LAVATORY FAUCETS TO 0.5 GPM AND SHOWER HEADS TO 2.5 GPM.
11. SEAL ALL SPACES BETWEEN PLUMBING FIXTURES AND MOUNTING SURFACES WITH LATEX CAULK WIPED SMOOTH AND FLUSH WITH FIXTURES.
12. PROVIDE ASSE 1070 COMPLIANT THERMOSTATIC MIXING VALVE AT ALL PUBLIC USE LAVATORIES, INSTALLER SHALL ENSURE THAT OUTLET TEMPERATURE DOES NOT EXCEED 110 F PER IECC 2009.
13. PROVIDE ASSE 1016 COMPLIANT MIXING VALVE AT ALL SHOWER OR COMBINATION TUB/SHOWER FIXTURES. USE PRESSURE BALANCING TYPE VALVES IN RESIDENTIAL UNITS AND COMBINATION THERMOSTATIC/PRESSURE TYPE IN COMMERCIAL UNITS. HANDLE STOPS SHALL BE PROVIDED AND SET TO A MAXIMUM MIXED SETTING OF 120 F
14. AIR GAPS AT INDIRECT WASTE CONNECTION SHALL NOT BE LESS THAN 1 INCH.

WASTE LINES:

1. PROVIDE CLEANOUTS AT THE BASE OF ALL SANITARY STACKS
2. PROVIDE CLEANOUTS AT THE UPPER TERMINAL OF ALL HORIZONTAL DRAINAGE PIPES AND AT A MAXIMUM OF 100 FEET APART IN PIPES EXCEEDING SUCH LENGTHS.
3. PROVIDE CLEAN-OUT AT EACH CHANGE OF DIRECTION GREATER THAN 45° IN THE BUILDING DRAIN.
4. CLEANOUT SHALL BE SIZED AT 4" DIAMETER FOR 4" DIAMETER PIPE OR LARGER AND SHALL MATCH THE PIPE SIZE FOR 3" DIAMETER PIPE OR SMALLER .
5. VENTS SHALL COME TO A POINT AT LEAST 6" ABOVE THE FLOOD LEVEL RIM OF THE FIXTURE SERVED BEFORE OFFSETTING HORIZONTALLY, UNLESS OTHERWISE INDICATED ON PLAN.
6. VENTS INSTALLED LESS THAN 6" ABOVE THE FLOOD LEVEL RIM OF A FIXTURE SHALL USE APPROVED DRAINAGE FITTINGS AND GRADE TO DRAIN.
7. A VENT CONNECTED TO A HORIZONTAL DRAINAGE PIPE SHALL HAVE ITS INVERT TAKEN OFF ABOVE THE CENTERLINE OF SUCH PIPE DOWNSTREAM OF THE TRAP SERVED.
8. LOCATE VENTS AT A MINIMUM DISTANCE OF 6" FROM FIXTURE TRAP WEIR.
9. VENTS SHALL TERMINATE NOT LESS THAN 10 FEET FROM, OR NOT LESS THAN 3 FEET ABOVE, AN OPERABLE DOOR, WINDOW OPENING, AIR INTAKE OR SIMILAR.
10. MINIMUM SLOPE OF DRAINAGE PIPING IS 1/4" PER FEET (2%) FOR 3" DIA PIPE OR SMALLER AND 1/8" PER FEET (1%) FOR 4" DIA. PIPE OR LARGER.
11. DO NOT COMBINE INDIRECT WASTE PIPES WITH OTHER INDIRECT WASTE PIPES AND KEEP SUSPENDED ABOVE FLOOR TO FACILITATE CLEANING
12. PIPING INSTALLED BELOW A SLAB ON GRADE OR MAT FOUNDATION SHALL NOT BE LESS THAN 2" DIA.
13. ALL WASTE AND SEWER FITTING SHALL BE INSTALLED ACCORDING TO SECTION 706.0 OF THE PLUMBING CODE. CHANGES IN DIRECTION SHALL BE MADE BY APPROVED FITTINGS OF APPROPRIATE SWEEP. SANITARY TEES ARE ACCEPTABLE ONLY FOR HORIZONTAL-TO-VERTICAL CONNECTIONS. DOUBLE SANITARY TEES ARE PROHIBITED FROM SERVING WATER CLOSETS.
14. ALL FIXTURE DRAINS SHALL BE TRAPPED UNLESS SUCH EQUIPMENT CONTAINS A INTEGRAL TRAP. A P-TRAP SHALL BE THE ONLY ACCEPTABLE STYLE OF TRAP.
15. CONDENSATE DRAINS:
   A. ANY NEW MAIN CONDENSATE DRAIN PIPING SHALL HAVE A P-TRAP AND SHALL BE PIPED TO THE NEAREST PLUMBING DRAIN OR AS SHOWN ON DRAWINGS.
   B. PRIMARY CONDENSATE DRAIN PIPES RUNNING INSIDE BUILDING SHALL BE INSULATED WITH ½" PREFORMED CLOSED CELL ELASTOMERIC INSULATION SIMILAR TO AP/ARMFLEX WITH LAPSEAL. INSULATE SECONDARY CONDENSATE DRAIN LINES WHERE SUCH DRAIN LINES RE LOCATED INSIDE PLENUM.
   C. ALL SEAMS AROUND PIPES AND FITTINGS ARE TO BE AIR-TIGHT. PROVIDE FABRICATED MITERED FITTING COVERS AROUND BENDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
   D. SEAL WITH POLYSTYRENE THE ANNULAR SPACE WHERE A CONDENSATE DRAIN PIPE PENETRATES A WALL OR OTHER CONSTRUCTION.
   E. MINIMUM SLOPE OF CONDENSATE DRAINAGE PIPING IS ⅛"/FT. (1%).

WATER LINES:

1. RUN ALL WATER LINES LEVEL.
2. WATER HAMMER ARRESTORS SHALL BE PROVIDED AT EACH WATER DISTRIBUTION BRANCH CONTAINING FIXTURES WITH QUICK ACTING VALVES AND SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE VALVES SERVED,SIZING AND INSTALLATION SHALL BE PERFORMED BY CONTRACTOR ACCORDING TO MANUFACTURE'S INSTRUCTIONS.
3. INSTALL HEAT TRAPS ON A WATER HEATER SUPPLY AND DISCHARGE PIPING IN NON-CIRCULATING SYSTEMS (UNLESS SUCH EQUIPMENT CONTAINS INTEGRAL HEAT TRAPS).
4. WATER PIPES MUST BE SLEEVED WHERE THEY PENETRATE THE FLOOR AND NO PORTION OF THE WATER PIPE SHALL BE IN CONTACT WITH CONCRETE OR BE GALVANIZED. PIPE SLEEVES THROUGH FLOORS SHALL BE INSTALLED WITHOUT JOINTS AND HAVE A MINIMUM THICKNESS OF $\frac{1}{16}$". PIPE SLEEVE SHALL BE TWO SIZES LARGER THAN PROTECTED PIPE.
5. PIPING INSULATION:

1. PROVIDE INSULATION FOR THE FOLLOWING:
   A. ALL HOT WATER PIPING FROM ANY WATER HEATER TO THE TERMINATION OF EACH FIXTURE SUPPLY.
   B. ALL HOT WATER RETURN PIPING IN ANY CIRCULATING SYSTEM.
   C. BOTH THE INLET AND OUTLET PIPING OF A STORAGE WATER HEATER, WHICHEVER OPTION IS LESS:
1. FOR THE FIRST 8 FEET OF WATER HEATER'
2. FROM THE WATER HEATER TO THE HEAT TRAPS.
   D.ON HEAT-TRACED PIPING, PER HEAT TRACE MANUFACTURER'S INSTRUCTIONS.
   E.ALL COLD WATER PIPING LOCATED EITHER OUTDOORS OR WITHIN UNFINISHED AREAS THAT ARE EXPOSED TO OUTSIDE AIR CONDITIONS, INCLUDING SHELL SPACES, WAREHOUSES AND SIMILAR.
2. FOR HOT WATER PIPING, USE 1" FIBERGLASS INSULATION WITH ALL-SERVICE -JACKET FOR 1"ø PIPE OR SMALLER AND 1½" INSULATION FOR PIPE LARGER THAN 1"ø, INSULATION SHALL HAVE A CONDUCTIVITY NOT EXCEEDING 0.28 BTUH/(IN FT^2 °F)
3. FOR COLD WATER PIPING, USE 1" FIBERGLASS WITH ALL-SERVICE-JACKET FOR ALL PIPING WITHIN THE BUILDING. PROVIDE AN ADDITIONAL WEATHERPROOF JACKET FOR INSULATION INSTALLED OUTDOORS.
6. ALL CONTROL VALVES AND OTHER DEVICES REQUIRING PERIODIC INSPECTION OR MAINTENANCE AND INSTALLED IN CONCEALED LOCATIONS BEHIND PERMANENT CONSTRUCTION SHALL BE PROVIDED WITH ACCESS PANELS IN LOCATIONS APPROVED BY THE OWNER/ARCHITECT.
7. FOR ANY HOT WATER RECIRCULATION SYSTEM UTILIZING MULTIPLE RETURN BRANCHES, CONTRACTOR SHALL BALANCE THE FLOW IN EACH RETURN BRANCH.
8. HOT WATER RETURNS SHALL COMPLY WITH ALL PROVISIONS OF IECC C404.5.1 RETURN LINES SHALL BE RUN TO WITHIN THE DISTANCE REQUIREMENTS AS STATED IN THE TABLE. IN PARTICULAR, RETURN LINES SERVING PUBLIC LAVATORIES SHALL BE INSTALLED IN THE WALL ALONGSIDE THE HOT WATER SUPPLY PIPING AND BE CONNECTED TO SAIL HOT WATER PIPING WITHIN 2 FEET OF THE STOP VALVE.

WATER HAMMER ARRESTORS:

SINGLE FIXTURE

PDI SIZE	PIPE SIZE	FIXTURE UNIT LOAD
A	1/2"	1-11
B	3/4"	12-32
C	1"	33-60
D	1-1/4"	61-113
E	1-1/2"	114-154
F	2"	154-330

MULTIPLE FIXTURES

FIXTURE UNIT TABULATION		
FIXTURE	COLD	HOT
VALVE WATER CLOSET	10	--
TANK WATER CLOSET	5	--
URINAL	5	--
LAVATORY/SINK	1.5	1.5
JANITOR'S SINK	3	3
SHOWER/BATHTUB	2	2

PC TO PROVIDE AIR CHAMBERS OR WATER HAMMER ARRESTORS BY JAY R. SMITH, SOUIX CHIEF, PRECISION PLUMBING PRODUCTS, WATTS OR APPROVED EQUIVALENT WITH PISTON AND O-RING CONSTRUCTION, HAVING PDI #WH-201, ASSE #1010 AND ANSI #A112.26.1M CERTIFICATION. INSTALL IN HORIZONTAL OR VERTICAL POSITION, BUT NEVER UPSIDE DOWN. INSTALL IN LINE WITH WATER FLOW DIRECTION IF POSSIBLE. SIZE THE UNITS UNITS AS SHOWN ON THE DRAWINGS AND/OR PER THE TABLES SHOWN ABOVE.

PLUMBING FIXTURE SCHEDULE

MARK		DESCRIPTION	CONNECTIONS SAN.	VENT	C.W.	H.W	REMARKS
WC-1	WATER CLOSET	AMERICAN STANDARD, MADERA FLOWISE # 3461.001 OR EQUAL. VITREOUS CHINA (COLOR: WHITE). FLOOR MOUNTED WATER CLOSET W/ ELONGATED BOWL, 16-1/2" HEIGHT BOWL. EXPOSED SENSOR HARDWIRED WATER CLOSET FLUSHOMETER, SLOAN ROYAL 111 ESS-1.28-TMO, 1.28 GPF. WATER CLOSET TO BE COMPLETE WITH MATCHING BOLT CAPS. SEAT: AMERICAN STANDARD OR EQUAL HEAVY DUTY OPEN FRONT LESS COVER (COLOR: WHITE).	4"	2"	1"	–	FURNISH WITH ALL REQUIRED FITTINGS, VALVES AND SUPPLIES.
L-1	LAVATORY	AMERICAN STANDARD DECORUM 20" WALL MOUNTED BATHROOM SINK WITH EVERCLEAN SURFACE AND REAR OVERFLOW MODEL:9024001EC.020. CONCEALED ARM OR WALL SUPPORT (WALL HANGER INCLUDED) FAUCET: MOEN GIBSON 1.2 GPM SINGLE HOLE BATHROOM SINK FAUCET WITH POP-UP DRAIN ASSEMBLY MODEL:6145BN	2"	1 ½"	½"	½"	INSULATE ALL EXPOSED DRAIN AND WATER PIPING UNDER LAVATORY.
TMV	THERMOSTATIC MIXING VALVE	LEONARD #170-LF (ASSE 1070, IAPMO, UPC LISTED), MAXIMUM TEMPERATURE SET TO 105°F.	–	–	–	–	–
WH-1	WATER HEATER (TANKLESS, WALL MOUNT)	RINAAI # CU199IN SUPER-HIGH-EFFICIENCY (CONDENSING) TANKLESS WATER HEATER INSTALLED COMPLETE. 199,900 BTUH INPUT, +94% EFFICIENCY, EACH WITH A CONTINUOUS RECOVERY OF 7.6 GPM AT A 50°F RISE. APPLIANCE IS INDIVIDUALLY DIRECT VENTED/ SEALED FOR COMBUSTION WITH MANUFACTURER AVAILABLE UBBINK CONCENTRIC VENT KIT WITH ROOF TERMINATION. PROVIDE HOT AND COLD WATER HEAT TRAP FITTINGS/ RISERS. PROVIDE CONDENSATE NEUTRALIZER KIT.	–	–	1"	1"	WALL MOUNT AS HIGH AS POSSIBLE. FURNISH WITH ALL REQUIRED FITTINGS, VALVES AND SUPPLIES. 3/4" GAS INLET. PROVIDE EXPANSION TANK & CONCENTRIC INTAKE+VENT TO ROOF.
MS-1 (118)	MOP SINK	FLOOR MOUNTED MOP SINK, ADVANCE TABCO 9-OP-20 FAUCET, ADVANCE TABCO K-240	3"	1 ½"	¾"	¾"	FURNISH WITH ALL REQUIRED FITTINGS, VALVES AND SUPPLIES.
FD-1	FLOOR DRAIN	FLOOR DRAIN, JR SMITH MODEL 3040 WITH DOME STRAINER, 8.5" ROUND NICKEL BRONZE TOP.	3"	2"	–	–	PROVIDE TRAP PRIMER
FD-2	FLOOR DRAIN	FLOOR DRAIN, JR SMITH MODEL 3040 WITH DOME STRAINER, NICKEL BRONZE RIM AND GRATE WITH 6" DIA. NICKEL BRONZE FUNNEL FUNNEL	3"	2"	–	–	PROVIDE TRAP PRIMER
FS-1	FLOOR SINK	FLOOR SINK, JR SMITH MODEL 3100 WITH DOME STRAINER, & 1/2 GRATE, 10"X10"X8.5"	3"	2"	–	–	–
FCO	FLOOR CLEANOUT	ADJUSTABLE CLEANOUT, CAST IRON BODY, ANCHOR FLANGE, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG, AND ROUND SCORIATED POLISHED NICKEL BRONZE TOP. ZURN MODEL # ZN-1400-BP OR EQUAL.	4"	–	–	–	–

NOTE:
1. PLUMBING FIXTURES SPECIFIED ARE FOR REFERENCE ONLY. CONTRACTOR TO SUBMIT CUT SHEETS OF PROPOSED FIXTURES TO OWNER FOR FINAL APPROVAL. CONFIRM STYLE AND FINISH WITH OWNER PRIOR TO ORDERING.
2. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF PLUMBING FIXTURES AND FOR COMPLIANCE WITH ADA. ALL ADA COMPLIANT FIXTURES SHALL BE MOUNTED WITH ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT.
3. CLEANOUT SIZE SHALL MATCH THAT OF THE PIPE BEING SERVED UP TO A MAXIMUM OF 4".
4. CONFIRM ELECTRIC SUPPLY REQUIREMENTS WITH ELECTRICAL CONTRACTOR BEFORE ORDERING EQUIPMENT.

PLUMBING FOODSERVICE EQUIPMENT SCHEDULE

MARK	QTY.	DESCRIPTION	MAKE & MODEL	WASTE DIRECT	WASTE INDIRECT	VENT	WATER C.W	WATER H.W.	GAS MBH	REMARKS
103	1	PIZZA OVEN	EDGE 40 TRIPLE DECK	–	–	–	–	–	125 MBH EACH	375 MBH TOTAL
115	3	HAND SINK W/ FAUCET	WALL MOUNT W/ SPLASH GUARDS	2"	–	1½"	½"	½"	–	–
116	1	PREP SINK W/ FAUCET	18"X18"X15" - 1 COMP SINK W/ 1 DRAIN BD	–	TO F.S.	1½"	½"	½"	–	2" DRAIN TO F.S. WITH AIR GAP
117	1	3-COMPARTMENT SINK W/ SWING SPOUT	2DB 18"X24" BOWLS (3)	–	TO F.S.	1½"	½"	½"	–	ROUTE ALL COMPARTMENTS INDEPENDENTLY AND INDIRECTLY WASTE TO F.S. WITH AIR GAP
118	1	MOP SINK W/ FAUCET	ADVANCE TABCO 9-OP-20 ADVANCE TABCO K-240	3"	–	2"	½"	½"	–	PROVIDE BACKFLOW PREVENTER
122	1	WALK-IN COOLER	–	–	TO F.D.	1½"	–	–	–	DRAIN CONDENSTE LINE TO F.D. WITH AIR GAP
134	1	BEER COOLER	BEVERAGE AIR DD72HC-1-B	–	TO F.D.	1½"	–	–	–	2" DRAIN TO F.S. WITH AIR GAP
135	1	DUMP SINK	–	–	TO F.S.	1½"	½"	½"	–	2" DRAIN TO F.S. WITH AIR GAP
138	1	BAG-IN BOX	–	–	–	–	¾"	–	–	SODA LINES TO BEVERAGE DISPENSER
140	1	DISHWASHER	CMA DISHMACHINES, C2	–	TO F.S.	1½"	–	¾"	–	2" DRAIN TO F.S. WITH AIR GAP
145	1	BEVERAGE DISPENSER	CORNELIUS, 0511152	–	TO F.S.	1½"	½"	–	–	PROVIDE BACKFLOW PREVENTOR
146	1	NUGGET ICE MAKER	SCOTSMAN, NS0922A-32	–	TO F.S.	1½"	½"	–	–	PROVIDE BACKFLOW PREVENTOR
147	1	TEA BREWER	CURTUS, G4RSTB	–	–	–	½"	–	–	PROVIDE BACKFLOW PREVENTOR

NOTE:
1. PROVIDE HOT AND COLD WATER SUPPLY SHUT-OFF VALVES AT ALL FIXTURES AND EQUIPMENTS.
2. PROVIDE TRAP PRIMER AT ALL FLOOR DRAINS.

PLUMBING PIPE MATERIALS SCHEDULE

PIPING SYSTEM	EQUIPMENT
SANITARY SEWER BELOW GRADE	SCHEDULE 40 DWV PVC
SANITARY DRAIN AND VENTS ABOVE GRADE	SCHEDULE 40 DWV PVC *
GREASE WASTE BELOW GRADE	CAST IRON HUB & SPIGOT SERV.
GREASE WASTE AND VENTS ABOVE GRADE	SCHEDULE 40 DWV PVC *
DOMESTIC WATER BELOW GRADE	COPPER, TYPE "K" SOFT ANNEALED
DOMESTIC HOT & COLD WATER ABOVE GRADE	COPPER, TYPE "L" HARD DRAWN
NATURAL GAS	SCHEDULE 40 BLACK STEEL
STORM DRAIN BELOW GRADE	SCHEDULE 40 DWV PVC
STORM DRAIN ABOVE GRADE	CAST IRON NO-HUB
FIRE SPRINKLER BELOW GRADE	DUCTILE IRON WITH MECH. JOINTS
FIRE SPRINKLER ABOVE GROUND - 2" AND SMALLER	BLACK STEEL SCHEDULE 40
FIRE SPRINKLER ABOVE GROUND - 2½" AND LARGER	BLACK STEEL SCHEDULE 10

* SCHEDULE 40 DWV PVC SHALL NOT BE USED IN RETURN AIR PLENUMS. WHERE CEILING PLENUMS ARE USED FOR RETURN AIR, CONTRACTOR SHALL ONLY USE BELL AND SPIGOT SERVICE WEIGHT CAST IRON PIPE.

BACKFLOW PREVENTION SCHEDULE

MARK	EQUIPMENT	BFP MODEL	HAZARD LEVEL	APPLICABLE STD.
BP-CBD	POST-MIX CARBONATED BEVERAGE DISPENSER	WATTS MODEL # SD-3 DUAL CHECK WITH VENT	LOW HAZARD	ASSE 1022
BP-NCBD	NON-CARBONATED BEVERAGE DISPENSER	WATTS MODEL # SD-3 DUAL CHECK WITH VENT	LOW HAZARD	ASSE 1022
BP-WF	WATER FILTER	WATTS MODEL # LF007 DOUBLE CHECK ASSEMBLY	LOW HAZARD	ASSE 1015
BP-ICE	ICE MACHINE	WATTS MODEL # SD-3 DUAL CHECK WITH VENT	LOW HAZARD	ASSE 1022
BP-MS	MOP SINK	WATTS SERIES 8 HOSE VACUUM BREAKER	HIGH HAZARD	ASSE 1011

NOTES:

1. THIS SCHEDULE TO BE REFERENCED WHEN EQUIPMENT DOES NOT CONTAIN INTEGRAL BACKFLOW PREVENTION MECHANISM,
2. P.C SHALL VERIFY BACKFLOW PREVENTION REQUIREMENT HAZARD TYPE WITH LOCAL CODES.
3. P.C. SHALL INSTALL PER MANUFACTURERS RECCOMENDATIONS AND VENT PIPE TO DRAIN WHERE NEEDED INDIRECTLY WITH 1" MIN. AIR GAP,
4. P.C. SHALL USE PLASTIC TUBING DOWNSTREAM OF A CARBONATOR.
5. BACKFLOW DEVICE ON CARBONATORS SHALL BE INSTALLED BY REGISTERED CONTRACTOR. APPROVED BY LOCAL REGULATIONS.
6. PROVIDE STRAINER AHEAD OF BACKFLOW PREVENTION DEVICE (EXCEPT HYDRANT/SINK)
7. CONTRACTOR TO VERIFY EXACT REQUIREMENTS OF ALL REQUIRED BACKFLOW DEVICES AND FIXTURES WITH AUTHORITIES HAVING JURISDICTION PRIOR TO BID.

SANITARY DRAIN FIXTURE UNITS

MARK	FIXTURE TYPE	DFU	FIXTURE COUNT	TOTAL DFU
WC-1	WATER CLOSET (FLUSH VALVE)	4.0	3	12.0
L-1	RESTROOM LAVATORY	1.0	3	3.0
115	HAND SINK	1.0	3	3.0
116	PREP SINK	2.0	1	2.0
117	3-COMPARTMENT SINK	2.0	1	2.0
118	MOP SINK (MS-1)	2.0	1	2.0
135	DUMP SINK	2.0	1	2.0
140	DISHWASHER	6.0	1	6.0
145	BEVERAGE DISPENSER	6.0	1	6.0
FD-1	3" FLOOR DRAIN	2.0	6	12.0
	TOTAL	–	–	50

WATER SUPPLY FIXTURE UNITS

MARK	NON-CONT. FIXTURE TYPE	WSFU	FIXTURE COUNT	TOTAL WSFU
WC-1	WATER CLOSET	10.0	3	30.0
L-1	LAVATORY (PUBLIC)	2.0	3	6.0
115	HAND SINK	2.0	3	6.0
116	PREP SINK	4.0	1	4.0
117	3-COMPARTMENT SINK	4.0	1	4.0
118	MOP SINK (MS-1)	3.0	1	3.0
135	DUMP SINK	3.0	1	3.0
140	DISHWASHER	1.5	1	1.5
	TOTAL	–	–	57.5

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Date: 04/17/2025

Issued for:

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⚠ City Comments	03/31/2025

Project No. APM_2504

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Plumbing Specification & Schedules

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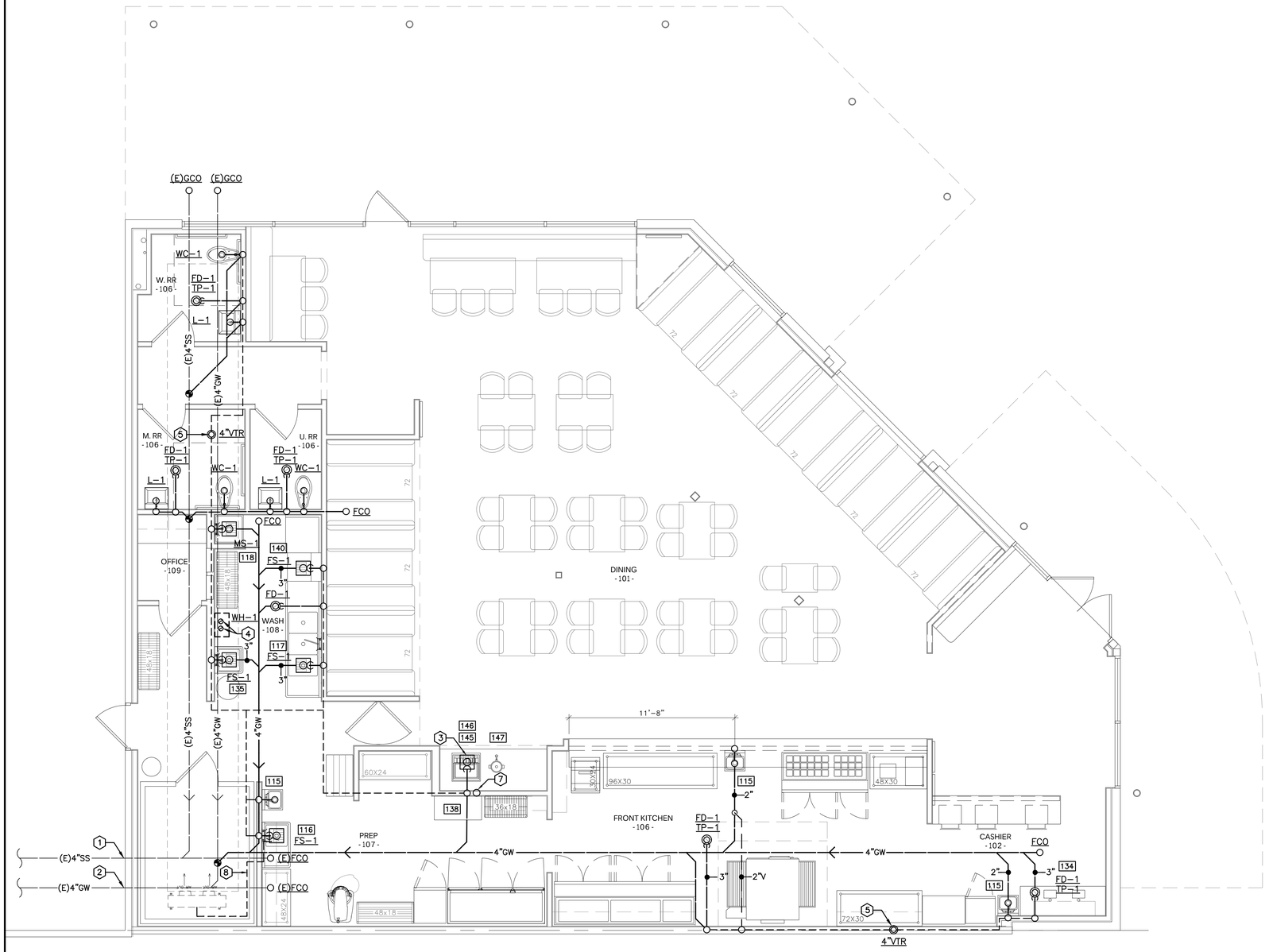
P-1.0



GENERAL NOTES:

1. PLUMBING ROUTINGS ARE SHOWN DIAGRAMMATIC IN NATURE. INSTALL TO MATCH FIELD CONDITIONS AND AVOID OBSTRUCTIONS.
2. ALL PLUMBING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE VERSION OF THE STANDARD BUILING/PLUMBING CODE RECOGNIZED BY THE CITY'S CODE GOVERNING AUTHORITY.
3. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL CONDITIONS AND IS ALSO RESPONSIBLE FOR REPORTING ANY CONFLICTS TO THE ENGINEER/ARCHITECT PRIOR TO THE START OF WORK.
4. COORDINATE ALL PIPING PENETRATIONS (WATER, WASTE, VENT) WITH OTHER TRADES TO AVOID CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO VERIFY ALL EQUIPMENT ROUGH-INS W/ THE APPROPRIATE SUPPLIER AND TO DETERMINE THE MOST FEASIBLE & ECONOMICAL LOCATION TO INSTALL WASTE LINES BELOW THE SLAB.
6. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING STRUCTURE OR UTILITIES CAUSED BY SLAB PENETRATIONS. IT IS RECOMMENDED THAT THE CONTRACTOR X-RAY THE FLOOR PRIOR TO ANY SLAB PENETRATIONS. CONTRACTOR MUST ALSO VERIFY EXISTING STRUCTURE WITH LANDLORDS REPRESENTATIVE (IF ANY) PRIOR TO CONSTRUCTION.
7. USE LANDLORD ROOFER FOR ANY AND ALL ROOF PENETRATIONS.
8. ALL ROOFTOP PIPE PENETRATIONS MUST HAVE PENETRATION BOXES PROPERLY SEALED AND SECURED.
9. PROVIDE ROOF PROTECTION AROUND ALL ROOFTOP EQUIPMENT AND UNDER PIPING.

GENERAL NOTES 3

KEYED NOTES:

1. APPROXIMATE LOCATION OF EXISTING SHELL BUILDING 4" SANITARY SEWER LINE. CONTRACTOR TO FIELD VERIFY EXACT LOCATION, SIZE, FLOW DIRECTION AND INVERT ELEVATION PRIOR TO STARTING WORK. ADJUST SANITARY TAP-IN LOCATION AS NECESSARY.
2. APPROXIMATE LOCATION OF EXISTING SHELL BUILDING 4" GREASE WASTE LINE. CONTRACTOR TO FIELD VERIFY EXACT LOCATION, SIZE, FLOW DIRECTION AND INVERT ELEVATION PRIOR TO STARTING WORK. ADJUST TAP-IN LOCATION AS NECESSARY.
3. FLOOR SINK UNDER THE BEVERAGE COUNTER MUST BE DIRECTLY BELOW THE BEVERAGE DISPENSER.
4. PROPOSED LOCATION FOR WATER HEATER. WALL MOUNT ABOVE CEILING PER MANUFACTURER INSTRUCTIONS. PROVIDE 4"ø FLUE PIPE AND 4"ø COMBUSTION AIR DUCT UP TO CONCENTRIC VENT ASSEMBLY FROM THE WATER HEATER TO TERMINATION LOCATION ON ROOF. INSTALL WITH MINIMUM ELBOWS AND OFFSETS AS NECESSARY FOR A COMPLETE INSTALLATION PER WATER HEATER MANUFACTURER'S INSTRUCTIONS. REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR VENT SIZES AND VENT ASSEMBLY INSTALLATION. THE COMPLETE VENT SYSTEM INCLUDING PIPING AND ROOF TERMINATION SHALL BE FURNISHED AND INSTALLED BY THE PLUMBING CONTRACTOR WITH THE WATER HEATER PACKAGE. FIELD COORDINATE FLASHING AND COUNTER FLASHING WITH ARCHITECT AND ROOFING CONTRACTOR.
5. COMBINE ALL VENTS TO A SINGLE 4" VENT THRU ROOF. CONTRACTOR CAN CONNECT TO AN EXISTING VENT THRU ROOF IF AVAILABLE. FIELD VERIFY ROUTING REQUIREMENTS. PROVIDE MIN. 10'-0" HORIZONTAL CLEARANCE FROM MECHANICAL INTAKES.
6. ROUTE ¾"ø CONDENSATE DRAIN FROM ROOFTOP UNIT TO LAVATORY/HAND SINK TAIL PIECE OR FLOOR SINK. CONDENSATE DRAIN PIPING SHALL HAVE A P-TRAP AND A MINIMUM SLOPE OF 1/8" PER FOOT.
7. CORROSION RESISTANT ALUMINUM CONDUIT TUBING FROM BAG-IN-BOX TO SODA/BEVERAGE DISPENSER. ROUTE WITHIN THE WALL AT BEVERAGE COUNTER. INSTALL WITH MINIMUM NUMBER OF JOINTS POSSIBLE. CAP ENDS TO REMAIN FREE OF DEBRIS AND MOISTURE UNTIL INSTALLATION OF SODA LINES BY PLUMBING CONTRACTOR. VERIFY SIZE WITH SODA SYSTEM PROVIDER & OWNER PRIOR TO INSTALLATION. INSTALL WATER FILTER AT THE BAG-IN-BOX WALL. VERIFY FILTER REQUIREMENTS WITH OWNER/VENDOR.
8. ROUTE WALK-IN COOLER EVAPORATOR CONDENSATE DRAIN LINE AS HIGH AS POSSIBLE AND ALONG WALLS. INSULATE ALL CONDENSATE PIPING AND PITCH A MINIMUM OF 1/4" PER FOOT IN THE DIRECTION OF FLOW. SEAL ALL COOLER WALL PENETRATIONS WATER TIGHT AND COVER EACH WITH AN ESCUTCHEON PLATE. PROVIDE FULL SIZE TRAP AND EXTEND ABOVE FLOOR AND BEHIND EQUIPMENT FOR AN INDIRECT CONNECTION INTO FLOOR DRAIN WITH AN AIR GAP. CONDENSATE DRAIN LINE IN THE WALK-IN FREEZER SHALL BE HEAT TRACED TO PREVENT FREEZING. HEAT TRACE TAPE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR.

SANITARY DRAINAGE PLAN

SCALE: 1/4" = 1'-0" 1

KEYED NOTES 2

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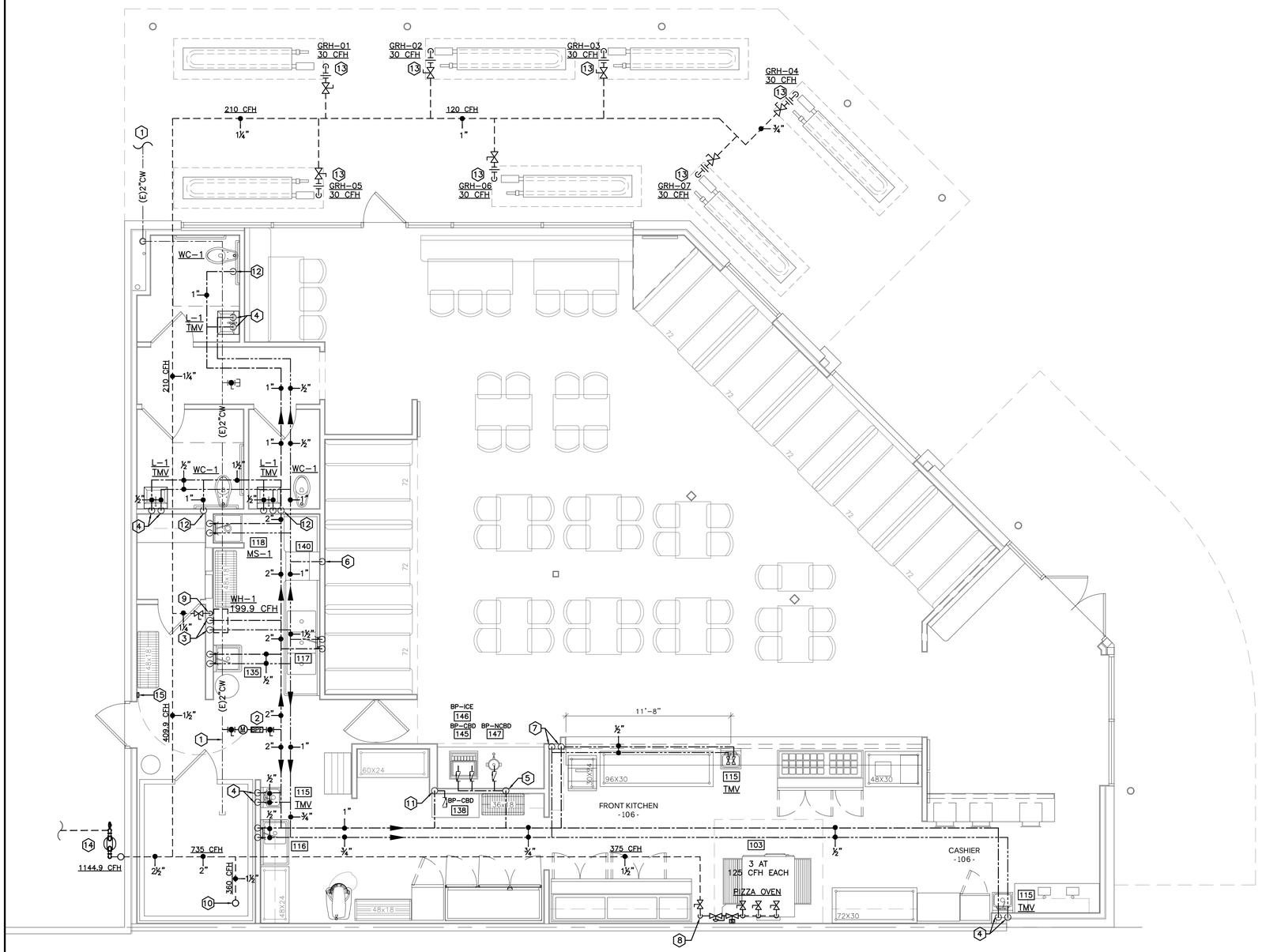

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4. COORDINATE ALL PIPING PENETRATIONS (WATER, WASTE, VENT) WITH OTHER TRADES TO AVOID CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO VERIFY ALL EQUIPMENT ROUGH-INS W/ THE APPROPRIATE SUPPLIER AND TO DETERMINE THE MOST FEASIBLE & ECONOMICAL LOCATION TO INSTALL WASTE LINES BELOW THE SLAB.
6. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING STRUCTURE OR UTILITIES CAUSED BY SLAB PENETRATIONS. IT IS RECOMMENDED THAT THE CONTRACTOR X-RAY THE FLOOR PRIOR TO ANY SLAB PENETRATIONS. CONTRACTOR MUST ALSO VERIFY EXISTING STRUCTURE WITH LANDLORDS REPRESENTATIVE (IF ANY) PRIOR TO CONSTRUCTION.
7. USE LANDLORD ROOFER FOR ANY AND ALL ROOF PENETRATIONS.
8. ALL ROOFTOP PIPE PENETRATIONS MUST HAVE PENETRATION BOXES PROPERLY SEALED AND SECURED.
9. PROVIDE ROOF PROTECTION AROUND ALL ROOFTOP EQUIPMENT AND UNDER PIPING.

KEYED NOTES

KEYED NOTES:

1. EXISTING 2" COLD WATER LINE. FIELD VERIFY EXACT LOCATION AND SIZE.
2. CONNECT NEW 2" WATER TO EXISTING WATER SERVICE STUB – VERIFY EXACT LOCATION IN THE FIELD. PROVIDE & INSTALL NEW WATER SUB-METER WITH REMOTE READER IN EASILY ACCESSIBLE LOCATION PER LANDLORD RECOMMENDED SPECIFICATIONS. CONFIRM LOCATION OF REMOTE READER WITH LANDLORD. ALL EQUIPMENT TO BE INSTALLED ABOVE NEW HUNG CEILING TO CONCEAL EQUIPMENT. PROVIDE A TESTABLE BACKFLOW PREVENTION DEVICE ON THE INCOMING WATER SUPPLY TO THE SPACE, LOCATED PRIOR TO THE BRANCHING OFF OF LATERAL. WATTS SERIES LF009 OR APPROVED EQUAL, INSTALL PER MANUFACTURER'S SPECIFICATIONS & INSTRUCTIONS.
3. PROPOSED LOCATION FOR WATER HEATER. WALL MOUNT ABOVE CEILING PER MANUFACTURER INSTRUCTIONS. 1" C.W. DOWN AND 1½" H.W. UP FROM WATER HEATER WH-1. SEE DETAIL.
4. ½" C.W. & ½" H.W. DOWN IN WALL TO LAVATORY/HAND SINK. PROVIDE & INSTALL THERMOSTATIC MIXING VALVE SET AT 105° F.
5. 3/4" CW LINE DROP IN WALL. BRANCH ½" TO TEA BREWER, SODA MACHINE & ICE MAKER. COORDINATE WITH BEVERAGE COMPANY FOR CONNECTIONS TO TAKE PLACE INSIDE THE CABINET. PROVIDE WATER FILTER, IN-LINE ASSE 1022 BACKFLOW PREVENTER AND SHUT OFF VALVE AT EACH UNIT. NO COPPER PIPING TO BE USED ON CARBONATION EQUIPMENT.
6. ¾" H.W. DOWN IN WALL TO DISHWASHER.
7. ½" C.W. & ½" H.W. DOWN IN WALL. BRANCH OFF WATER LINES IN LOW HEIGHT WALL TO HAND SINK CONNECTION. PROVIDE & INSTALL THERMOSTATIC MIXING VALVE SET AT 105° F.
8. 1½" GAS LINE DROP TO SERVE GAS FIRED EQUIPMENT UNDER HOOD. PROVIDE SOLENOID VALVE (IN ACCESSIBLE LOCATION) –INTERLOCK WITH HOOD FIRE SUPPRESSION SYSTEM. REFER TO HOOD DRAWINGS FOR REQUIREMENTS. GAS DROPS TO EXTEND DOWN BELOW HOOD EDGE, TURN UNDER HOOD, THEN DROP TO 30" A.F.F., RUN ALONG WALL TO EQUIPMENT.
9. PROPOSED LOCATION FOR WATER HEATER. WALL MOUNT ABOVE CEILING PER MANUFACTURER INSTRUCTIONS. 1¼" GAS LINE DROP TO SERVE WATER HEATER. PROVIDE FULL PORT GAS BALL VALVES AT EQUIPMENT CONNECTIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS.
10. ROUTE 1½" GAS LINE UP THROUGH ROOF. PROVIDE WITH WEATHERPROOF PENETRATION. ALL ROOFTOP PIPING PENETRATION MUST HAVE PENETRATION BOXES PROPERLY SEALED AND SECURED. MUST USE LANDLORD APPROVED ROOFER TO RETAIN ROOF WARRANTY.
11. ¾" C.W. LINE FOR BAG-IN-BOX CONNECTION AT 90" A.F.F. COORDINATE REQUIREMENTS WITH EQUIPMENT SUPPLIER AND OWNER. WATER SUPPLY TO CARBONATOR(S) SHALL BE PROTECTED BY AN APPROVED REDUCED PRESSURE BACKFLOW PREVENTER. REFER TO BACKFLOW PREVENTION SCHEDULE. NO COPPER PIPING TO BE USED ON CARBONATION EQUIPMENT.
12. 1" C.W. DOWN IN WALL TO WATER CLOSET.
13. PROPOSED LOCATION OF INFRARED GAS RADIANT HEATER. PROVIDE FULL PORT GAS BALL VALVES AT EQUIPMENT CONNECTIONS. INSTALL PER MANUFACTURER RECOMMENDATIONS. REFER TO MECHANICAL & ELECTRICAL DRAWINGS.
14. PROPOSED LOCATION OF NATURAL GAS METER AND PRESSURE REGULATOR ASSEMBLY. PRESSURE REGULATOR TO REDUCE PRESSURE TO 7" TO 11" WC. METER AND REGULATOR SHALL BE SIZED TO HANDLE ANTICIPATED 1144.9 CFH AT MAXIMUM DEVELOPED LENGTH OF 175 FT. COORDINATE LOCATION OF GAS METER WITH LANDLORD. COORDINATE REQUIREMENTS OF GAS METER ASSEMBLY, REGULATOR AND UTILITY GAS LINE WITH GAS UTILITY COMPANY. COORDINATE WITH EQUIPMENT MANUFACTURER FOR REQUIRED OPERATING PRESSURE.
15. BUILDING STANDARD WATER SUB-METER REMOTE READER BY NEXT CENTURY SUBMETERING SYSTEMS MODEL NO. RR4 REMOTE READER. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

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STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

Date: 04/17/2025

Issued for:

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Permit	02/21/2025
⚠ City Comments	03/31/2025

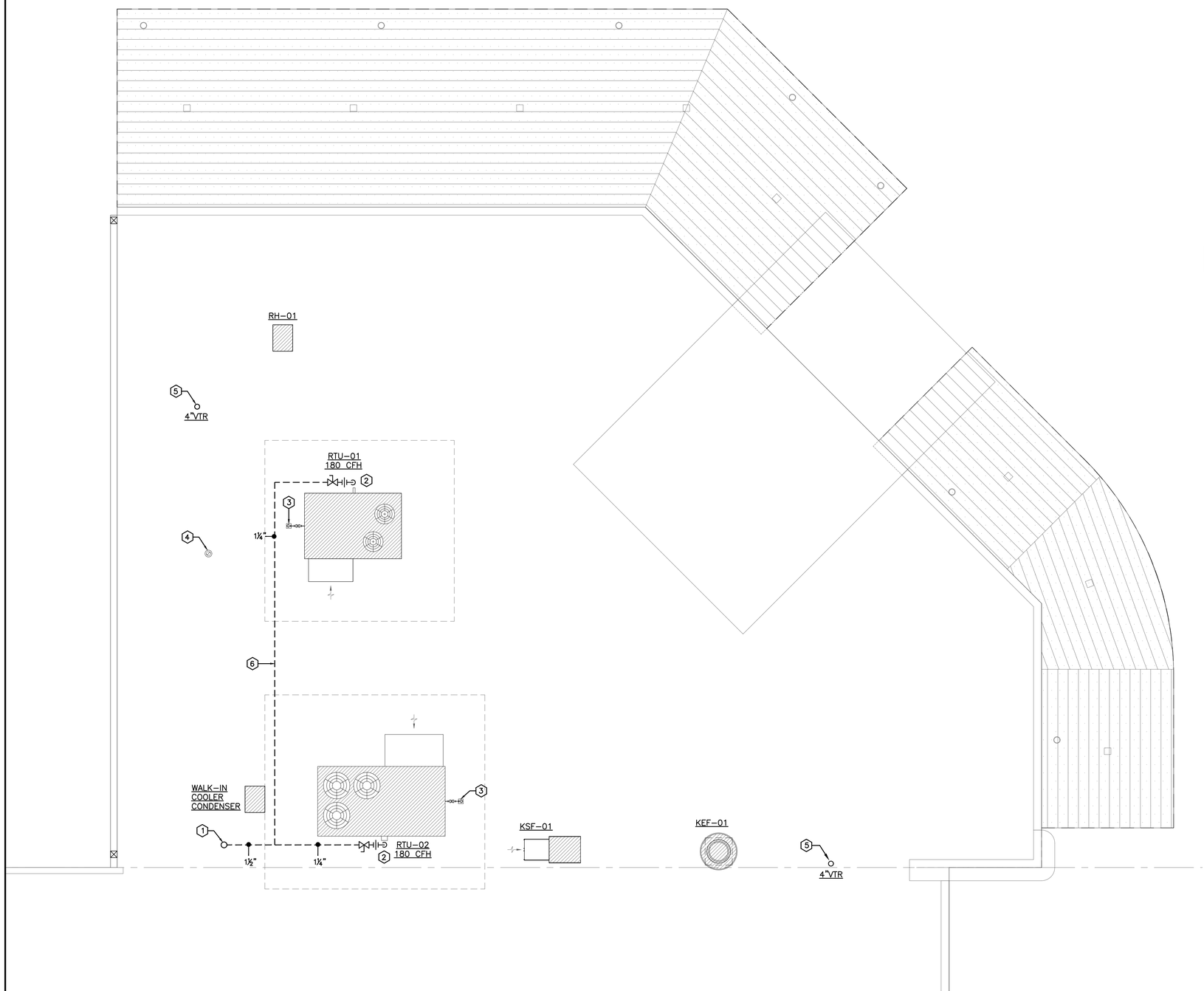
Project No. APM_2504

Dwg. Name

Plumbing Plan

Dwg. No.

P-3.0



GENERAL NOTES:

1. PLUMBING ROUTINGS ARE SHOWN DIAGRAMMATIC IN NATURE. INSTALL TO MATCH FIELD CONDITIONS AND AVOID OBSTRUCTIONS.
2. ALL PLUMBING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE VERSION OF THE STANDARD BUILING/PLUMBING CODE RECOGNIZED BY THE CITY'S CODE GOVERNING AUTHORITY.
3. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL CONDITIONS AND IS ALSO RESPONSIBLE FOR REPORTING ANY CONFLICTS TO THE ENGINEER/ARCHITECT PRIOR TO THE START OF WORK.
4. COORDINATE ALL PIPING PENETRATIONS (WATER, WASTE, VENT) WITH OTHER TRADES TO AVOID CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO VERIFY ALL EQUIPMENT ROUGH–INS W/ THE APPROPRIATE SUPPLIER AND TO DETERMINE THE MOST FEASIBLE & ECONOMICAL LOCATION TO INSTALL WASTE LINES BELOW THE SLAB.
6. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING STRUCTURE OR UTILITIES CAUSED BY SLAB PENETRATIONS. IT IS RECOMMENDED THAT THE CONTRACTOR X–RAY THE FLOOR PRIOR TO ANY SLAB PENETRATIONS. CONTRACTOR MUST ALSO VERIFY EXISTING STRUCTURE WITH LANDLORDS REPRESENTATIVE (IF ANY) PRIOR TO CONSTRUCTION.
7. USE LANDLORD ROOFER FOR ANY AND ALL ROOF PENETRATIONS.
8. ALL ROOFTOP PIPE PENETRATIONS MUST HAVE PENETRATION BOXES PROPERLY SEALED AND SECURED.
9. PROVIDE ROOF PROTECTION AROUND ALL ROOFTOP EQUIPMENT AND UNDER PIPING.

GENERAL NOTES 3

KEYED NOTES:

1. ROUTE GAS PIPING UP TO ROOF FROM BELOW. PROVIDE WITH WEATHERPROOF PENETRATION. ALL ROOFTOP PIPING PENETRATION MUST HAVE PENETRATION BOXES PROPERLY SEALED AND SECURED. MUST USE LANDLORD APPROVED ROOFER TO RETAIN ROOF WARRANTY.
2. GAS PIPING TO THE MECHANICAL EQUIPMENT WITH GAS COCK, UNION & 6" DIRT LEG. PROVIDE WEATHER TIGHT SEAL AT PIPE PENETRATION.
3. ROUTE 3/4"ø CONDENSATE DRAIN LINE ON ROOF TO LAVATORY/HAND SINK P–TRAP BELOW ROOF THRU STAINLESS STEEL PIPE PENETRATION ROOF HOOD AS SHOWN. ALL OUTDOOR CONDENSATE PIPING SHALL BE PROVIDED WITH INSULATION AND ALUMINUM JACKETING. REFER TO MECHANICAL DRAWINGS.
4. CONCENTRIC VENT KIT ASSEMBLY FOR GAS WATER HEATER. FIELD COORDINATE ROOF PENETRATION, FLASHING AND COUNTER FLASHING WITH LANDLORD APPROVED ROOFING CONTRACTOR.
5. ROOF MOUNTED VTR, SIZED AS SHOWN. INSTALLED LOCATION SHALL BE A MINIMUM OF 10'–0" FROM ANY OUTDOOR AIR INTAKE. TOP OF VTR STACK SHALL BE EVEN WITH PARAPET WALL. INSTALL COMPLETE WITH ODOR EATER CAP.
6. ALL GAS PIPING ON THE ROOF MUST BE ON APPROVED PIPE/EQUIPMENT SUPPORTS SUCH AS DURA–BLOK. NO WOOD BLOCKING ALLOWED.

GAS CONNECTION SCHEDULE

MARK	EQUIPMENT	GAS LOAD
RTU–01	ROOFTOP UNIT	180,000 BTUH
RTU–02	ROOFTOP UNIT	180,000 BTUH
WH–1	WATER HEATER	199,900 BTUH
103	PIZZA OVEN	375,000 BTUH
GRH–01	GAS RADIANT HEATER	30,000 BTUH
GRH–02	GAS RADIANT HEATER	30,000 BTUH
GRH–03	GAS RADIANT HEATER	30,000 BTUH
GRH–04	GAS RADIANT HEATER	30,000 BTUH
GRH–05	GAS RADIANT HEATER	30,000 BTUH
GRH–06	GAS RADIANT HEATER	30,000 BTUH
GRH–07	GAS RADIANT HEATER	30,000 BTUH
TOTAL		1,144,900 BTUH

NOTES:
1. EQUIVALENT TO 1144.9 CFH
2. INITIAL SUPPLY PRESSURE LESS THAN 2 PSI AND 0.5" WATER COLUMN PRESSURE DROP.
3. TOTAL DEVELOPED LENGTH IS 175 FT.

PLUMBING ROOF PLAN SCALE: 1/4" = 1'-0" 1 KEYED NOTES 2

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Dwg. Name

Plumbing
Roof Plan

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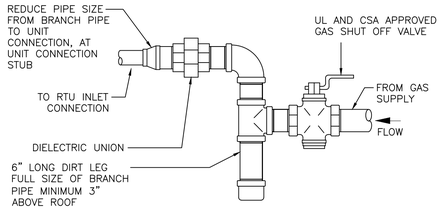
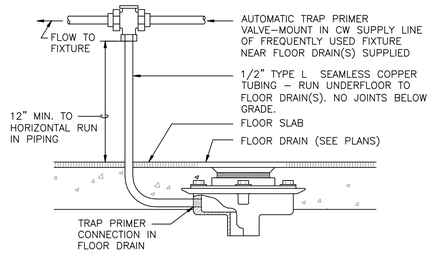
P-4.0



NOTE:
PIPING ARRANGEMENT SHOWN IS SCHEMATIC.
ADJUST AS REQUIRED TO SUIT ACTUAL CONDITIONS.

GAS CONNECTION DETAIL

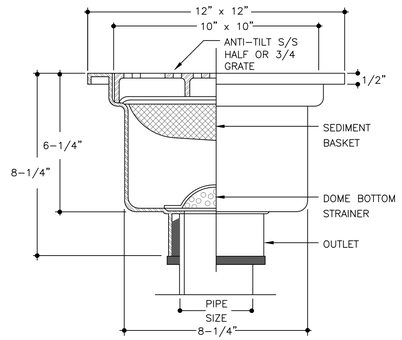
SCALE: N.T.S. | 15



* TYPICAL FOR ALL FLOOR DRAINS UNLESS NOTED OTHERWISE ON DRAWINGS

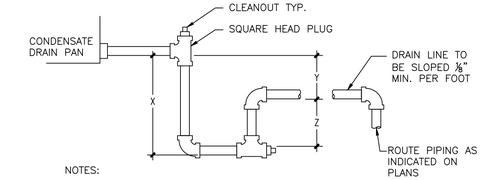
TRAP PRIMER CONNECTION DETAIL

SCALE: N.T.S. | 15



WALK-IN-COOLER DRAIN DETAIL

SCALE: N.T.S. | 13

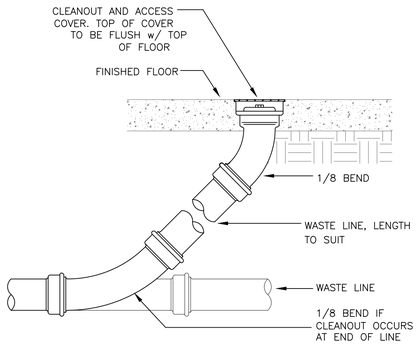


NOTES:

1. X = Y + Z + PIPE DIAMETER, WHERE:
   Y = 1 INCH FOR EACH INCH OF NEGATIVE PRESSURE PLUS ONE INCH
   Z = 1/2 OF X
   NEGATICE PRESSURE = TOTAL UNIT STATIC PRESSURE AT WORST CASE (LOADED FILTERS) MINUS EXTERNAL STATIC PRESSURE
2. FILL TRAP MANUALLY ON INITIAL START–UP.
3. TRAP EACH COMPONENT DRAIN CONNECTION.
4. PIPE SIZE SHALL NOT BE LESS THAN DRAIN PAN CONNECTION SIZE.
5. INSULATE CONDENSATE PIPING PER SPECIFICATION.

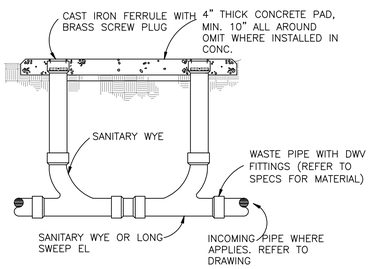
CONDENSATE DRAIN TRAP PIPING DETAIL

SCALE: N.T.S. | 12



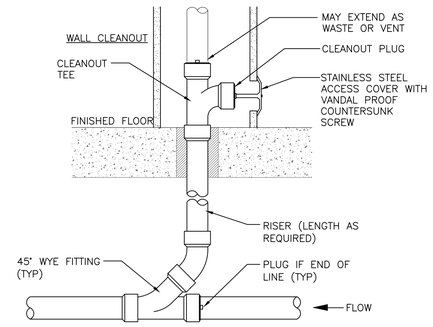
FLOOR CLEAN-OUT DETAIL

SCALE: N.T.S. | 11



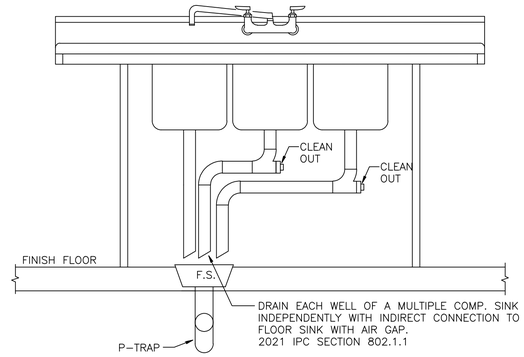
TWO WAY GRADE CLEANOUT

SCALE: N.T.S. | 10



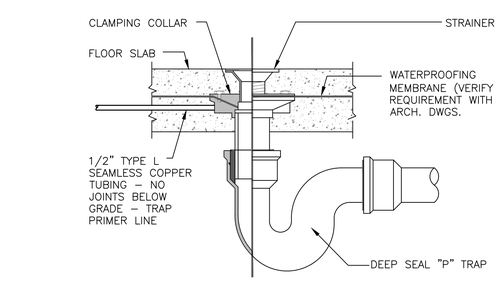
WALL CLEAN-OUT DETAIL

SCALE: N.T.S. | 9



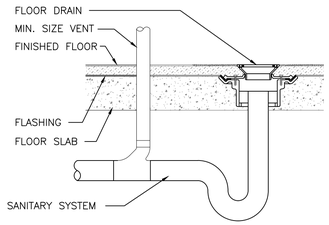
THREE COMPARTMENT SINK DETAIL

SCALE: N.T.S. | 8



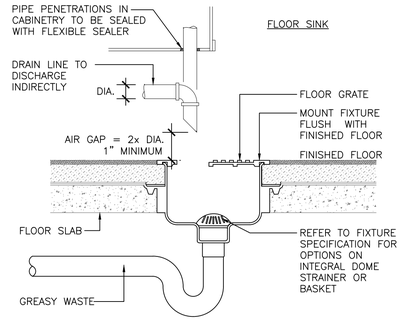
FLOOR DRAIN (FD-1)

SCALE: N.T.S. | 7



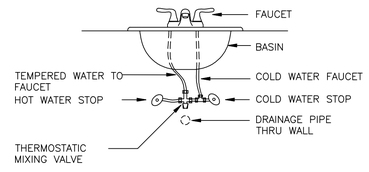
INDIRECT DRAINAGE DETAILS

SCALE: N.T.S. | 6



INDIRECT DRAINAGE DETAILS

SCALE: N.T.S. | 5

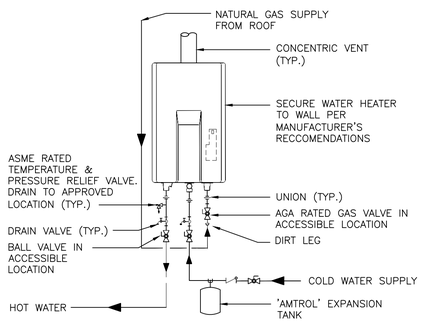


NOTES:

1. PROVIDE THERMOSTATIC MIXING VALVE AT ALL PUBLIC LAVATORIES.
2. VALVES SHALL BE ASSE 1070 LISTED.
3. LIMIT OUTLET TEMPERATURE TO 105°F AND FLOW RATE TO 0.5 GPM.
4. INSTALL IN STRICT ADHERENCE TO MANUFACTURER'S INSTRUCTIONS.
5. VALVE SHOWN IN THIS DETAIL IS WATTS # LFMMV SERIES (ASSE 1070, IAPMO, UPC LISTED)

LAVATORY THERMOSTATIC CONTROL

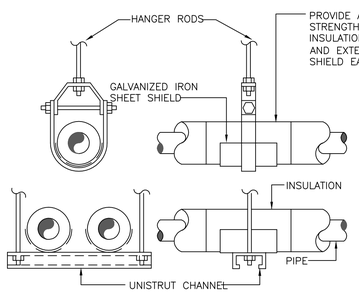
SCALE: N.T.S. | 4



TANKLESS WATER HEATER CALCULATION				
MARK	FIXTURE TYPE	GPM	FIXTURE COUNT	TOTAL GPM
L–1	LAVATORY (PUBLIC)	0.5	3	1.5
115	HAND SINK	0.5	3	1.5
116	PREP SINK	2.0	1	2.0
117	3–COMP. SINK	2.0	1	2.0
118	MOP SINK (MS–1)	2.0	1	2.0
135	DUMP SINK	0.5	1	0.5
140	DISHWASHER	3.4	1	3.4
			TOTAL	12.90

WATER HEATER SIZING AND DETAIL

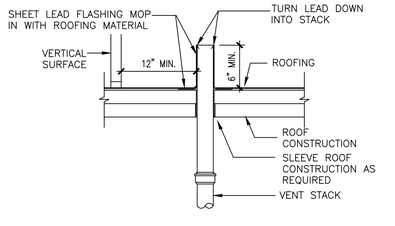
SCALE: N.T.S. | 3



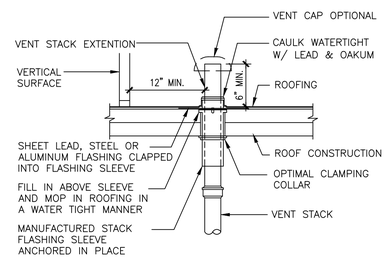
MINIMUM DIMENSIONS OF GALVANIZED SHEETMETAL PROTECTION SHIELDS AT PIPE HANGERS		
NOMINAL SIZE PIPE	SHIELD LENGTH (INCH.)	GAUGE THICKNESS
½" & ¾"	12"	18
1" – 2 ½"	12"	18
3" – 4"	16"	18
6"	18"	16

PIPE HANGER DETAILS

SCALE: N.T.S. | 2



LEAD FLASHING



FLASHING SLEEVE

NOTE:

1. USE LANDLORD ROOFER FOR ANY AND ALL ROOF PENETRATIONS.
2. ALL ROOFTOP PIPE PENETRATIONS MUST HAVE PENETRATION BOXES PROPERLY SEALED AND SECURED.

VENT THRU ROOF DETAIL

SCALE: N.T.S. | 1

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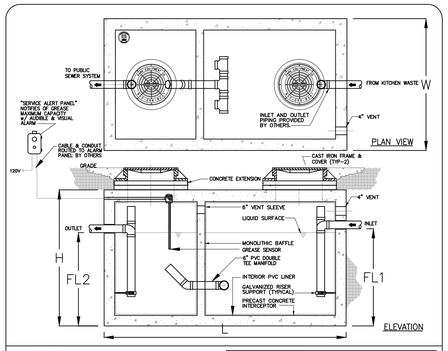
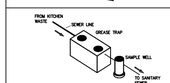
P-5.0





Typical applications include commercial and industrial food service kitchens where excessive grease may interfere with the proper drainage of the sewer system. The grease interceptor is generally buried below grade for gravity flow sewer systems. A sample well is utilized on the outlet side for sampling by the local water authority.

Specifications

CONCRETE : Class I/II concrete with design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor, first stage of well and baffle with sectional riser to required depth. (Monolithic baffle required, slide-in type is not acceptable)

REINFORCEMENT: Grade 60 reinforced with steel rebar conforming to ASTM A615 on required centers or equal.

C.I. CASTINGS: Manhole frames, covers or grates are manufactured of grey cast iron conforming to ASTM A48-76 Class 30. Manhole shall be nominal 24 inch diameter and be traffic duty.

GREASE INTERCEPTOR SCHEDULE								
MODEL NO.	CAPACITY USGal	GREASE CAP. (LBS)	EMPTY WT (LBS)	LENGTH L	WIDTH W	HEIGHT H	INLET FL1	OUTLET FL2
GT-500	500	1,200	8,500	7'-10"	4'-4"	4'-4"	3'-3"	3'-0"
GT-750	750	1,700	9,800	7'-10"	4'-4"	6'-0"	4'-5"	4'-2"
GT-1000	1,000	2,300	13,350	8'-8"	5'-0"	6'-0"	4'-8"	4'-5"
GT-1250	1,250	2,900	14,650	9'-8"	5'-8"	6'-0"	4'-8"	4'-8"
GT-1500	1,500	3,500	16,050	9'-2"	5'-8"	7'-0"	5'-2"	5'-0"
GT-2000	2,000	4,600	21,250	9'-0"	6'-0"	7'-0"	6'-5"	6'-0"
GT-2500	2,500	5,700	27,050	13'-0"	7'-0"	7'-0"	5'-9"	5'-6"
GT-3000	3,000	6,800	33,150	13'-0"	7'-0"	8'-0"	6'-3"	6'-0"
GT-3500	3,500	8,000	38,550	13'-0"	7'-0"	8'-6"	7'-3"	7'-0"
GT-4000	4,000	9,300	39,150	16'-0"	8'-6"	7'-0"	5'-9"	5'-6"

OTHER SIZES ARE AVAILABLE. CONTACT US FOR MORE INFORMATION

Engineering Data

This grease interceptor is structurally & hydraulically engineered to conform to UPC/IPC and regional plumbing codes recommended in most cities. Consult with local authorities for specific application requirements.

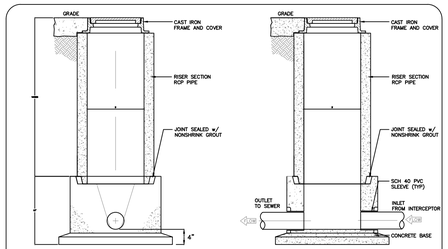
Shop drawings shall include complete structural & buoyancy calculations certified by a licensed professional engineer upon request.

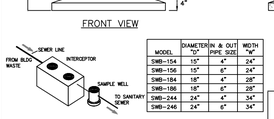
Consult with Park Equipment Company for exact excavation dimensions & shipping information.

888.811.7275
www.parkww.com
PARK U.S.A. Design-for-Water

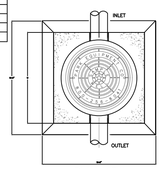
GREASE INTERCEPTOR SERIES GT
500 THRU 4000 GALLON CAPACITY

SCALE	DWG. NO.	REV.
NONE	GT-1	A





MODEL	DIAMETER "D"	IN & OUT PIPE SIZE	WIDTH "W"
SWB-154	15"	4"	24"
SWB-156	15"	6"	24"
SWB-184	18"	4"	28"
SWB-186	18"	6"	28"
SWB-244	24"	4"	34"
SWB-246	24"	6"	34"



PLAN VIEW

NOTES

1. SAMPLING WELL MUST BE INSTALLED UNDER A SEPARATE PLUMBING PERMIT.
2. USE 15" T&G R.C.P. FOR INSTALLATION FOR INSTALLATION 6'-0" DEEP AND LESS.
3. USE 24" T&G R.C.P. FOR INSTALLATION GREATER THAN 6'-0" DEEP. (STD RING AND M.H. COVER REQUIRED)
4. SAMPLING WELL MUST BE SET IN A CIRCULAR OR SQUARE CONCRETE PAD (1'-0" GREATER THAN OUTSIDE DIAMETER OF PIPE.)
5. INSIDE INSTALLATION NOT PERMITTED, WHERE OUTSIDE INSTALLATION IS POSSIBLE.
6. INSTALLATION INSIDE BLDG MUST BE POURED IN PLACE (15"MIN) NO CONCRETE PIPE IS PERMITTED. (AIR-TIGHT COVER REQUIRED.)
7. LAWN INSTALLATION MUST BE 4" ABOVE FINISHED GRADE.
8. DRIVE & SIDEWALK INSTALLATION MUST BE BROUGHT TO FINISHED GRADE
9. TO BE INSTALLED ON PRIVATE PROPERTY, IN AN ACCESSIBLE LOCATION TO CITY PERSONNEL.

SPECIFICATIONS

CONCRETE : Class I/II concrete with of design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor and first stage of wall with sectional riser to required depth.

C.I. CASTINGS: Cast iron frames and grates are manufactured of grey cast iron conforming to ASTM A48-76 Class 30, Heavy-Duty AASHTO H-20

888.811.7275
www.parkww.com
PARK U.S.A. Design-for-Water

SAMPLE WELL BASIN

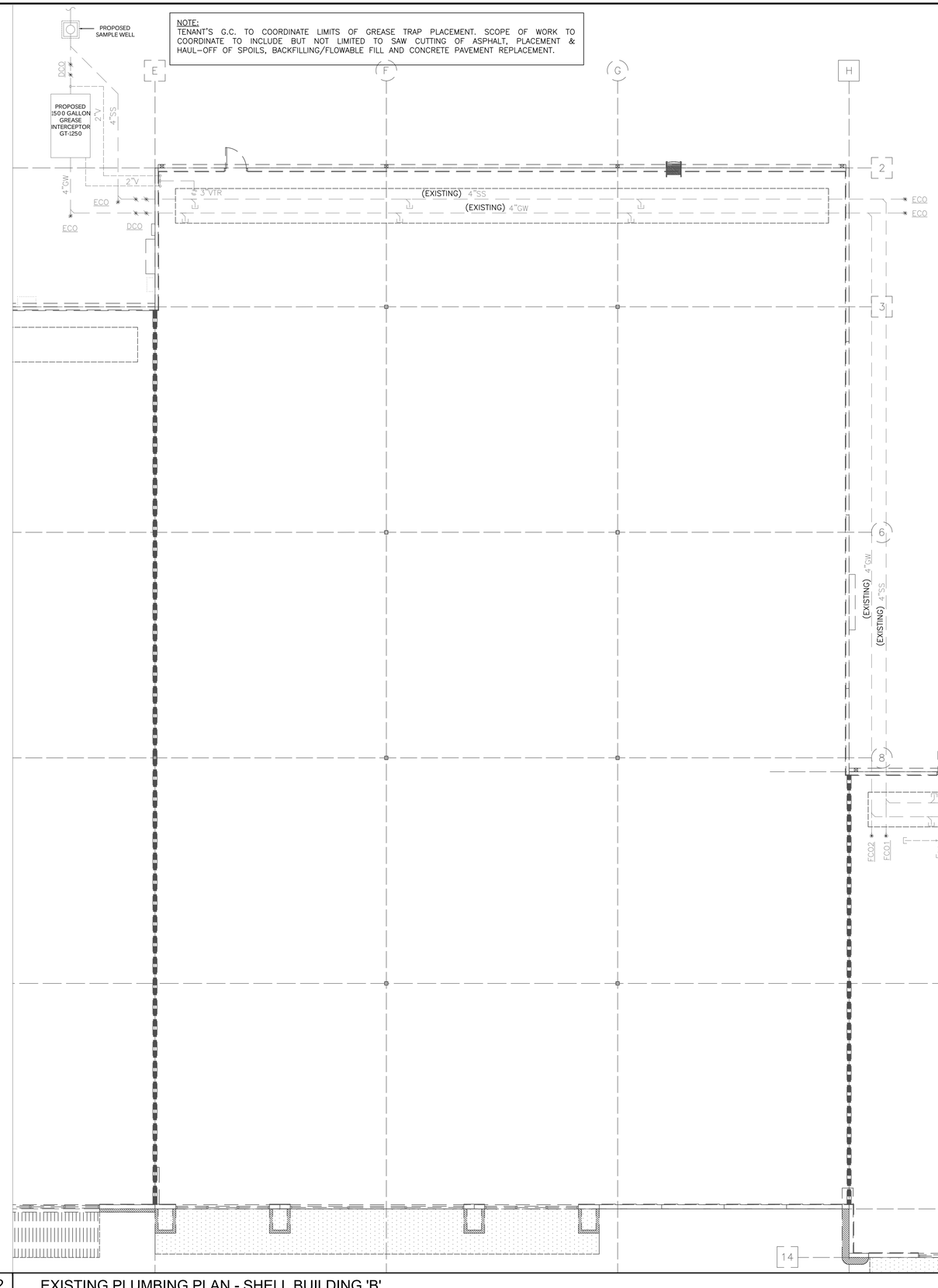
SCALE	DWG. NO.	REV.
NONE	SWB-1	A

GREASE INTERCEPTOR SIZING				
MARK	FIXTURE TYPE	DFU	FIXTURE COUNT	TOTAL DFU
FD-1	3" FLOOR DRAIN	6.0	3	18.0
FS-1	3" FLOOR SINK	6.0	1	6.0
115	HAND SINK	2.0	3	6.0
116	PREP SINK	3.0	1	3.0
117	THREE COMPARTMENT SINK	6.0	1	6.0
118	MOP SINK	3.0	1	3.0
135	DUMP SINK	3.0	1	3.0
140	DISHWASHER	6.0	1	6.0
	TOTAL			51.0

USING GRAVITY GREASE INTERCEPTOR SIZING,
THE GREASE INTERCEPTOR WILL BE SIZED AT 1250 GALLONS.
GREASE TRAP TO BE PARK MODEL # GT-1250 AND SAMPLE WELL TO BE PARK MODEL # SBW-154

NOTE:
CONTRACTOR TO PROVIDE AND INSTALL NEW GREASE INTERCEPTOR & SAMPLE WELL IN LANDLORD ALLOCATED LOCATION. CONTRACTOR MUST COORDINATE EXACT LOCATION, PIPING ROUTING AND PIPING CONNECTIONS IN FIELD WITH LANDLORD PRIOR TO INSTALLATION. REFER 1/P-5.1 FOR PROPOSED LOCATION OF GREASE INTERCEPTOR AND SAMPLE WELL..

NOTE:
TENANT'S G.C. TO COORDINATE LIMITS OF GREASE TRAP PLACEMENT. SCOPE OF WORK TO COORDINATE TO INCLUDE BUT NOT LIMITED TO SAW CUTTING OF ASPHALT, PLACEMENT & HAUL-OFF OF SPOILS, BACKFILLING/FLOWABLE FILL AND CONCRETE PAVEMENT REPLACEMENT.



GREASE INTERCEPTOR DETAILS & CALCULATIONS | 2 | EXISTING PLUMBING PLAN - SHELL BUILDING 'B' | SCALE: 1/8" = 1'-0" | 1

Crust Pizza
Interior Build-out
813 Cibolo Valley Dr., Suite 170, Cibolo, TX 78108

www.kashou.com

Shawn Kashou, Architect
20710 Shadow Mill Ct
Katy, Texas 77450
Tel: 713 . 965 4470

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Sugar Land, Texas 77478
Tel: 832.332.1521
amalik@apmengineers.com
TX FIRM REGISTRATION # F-17728

STATE OF TEXAS
PRASHANT R. MALIK
106152
LICENSED PROFESSIONAL ENGINEER

Date: 04/17/2025

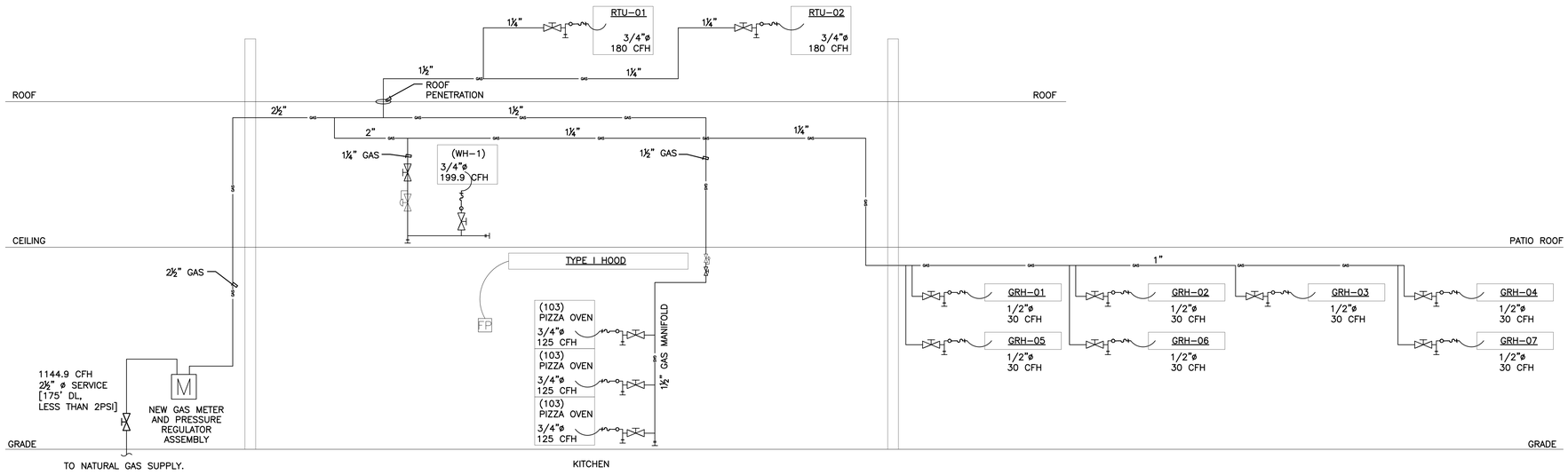
Issued for:

Review	02/17/2025
Permit	02/21/2025
⚠ City Comments	03/31/2025

Project No. APM_2504

Dwg. Name
GREASE INTERCEPTOR DETAILS

Dwg. No.
P-5.1

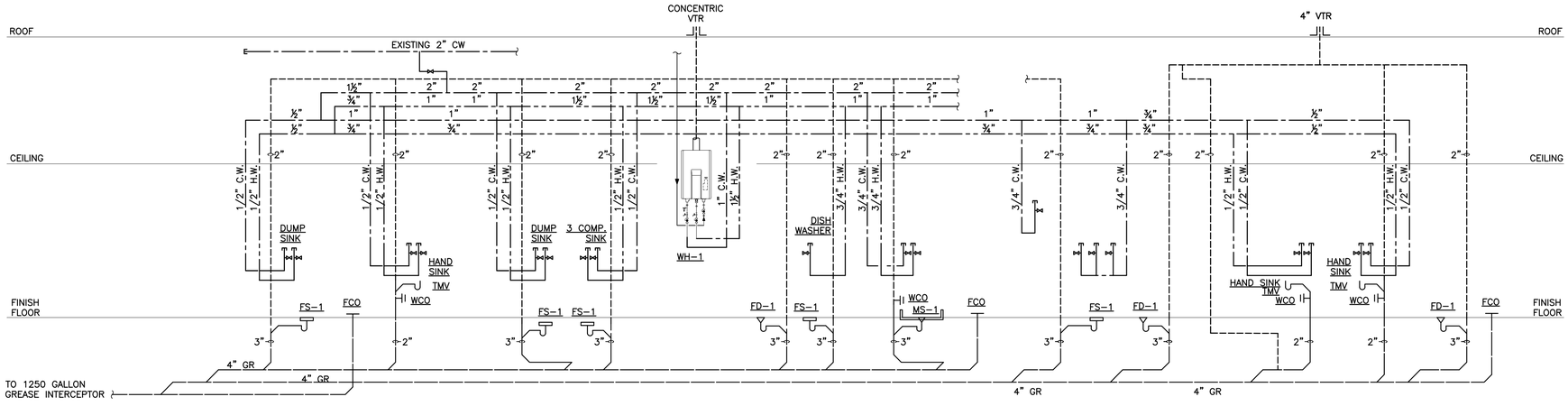


NOTES:

1. NEW NATURAL GAS METER AND PRESSURE REGULATOR ASSEMBLY. PRESSURE REGULATOR TO REDUCE PRESSURE TO 7" TO 11" WC. METER AND REGULATOR SHALL BE SIZED TO HANDLE ANTICIPATED 1144.9 CFH AT MAXIMUM DEVELOPED LENGTH OF 175 FT. COORDINATE LOCATION OF GAS METER WITH LANDLORD. COORDINATE REQUIREMENTS OF GAS METER ASSEMBLY, REGULATOR AND UTILITY GAS LINE WITH GAS UTILITY COMPANY. COORDINATE WITH EQUIPMENT MANUFACTURER FOR REQUIRED OPERATING PRESSURE.
2. PIPE SIZING BASED ON TOTAL DEVELOPED APPROXIMATE LENGTH OF 175 FT.
3. PROVIDE FULL SIZE GAS CONNECTION TO EACH PIECE OF EQUIPMENT AS SPECIFIED BY MANUFACTURER.
4. THE EXTERIOR GAS LINE ON THE SIDE OF THE BUILDING TO BE PAINTED TO MATCH THE EXTERIOR OF THE BUILDING. GAS PIPING ON THE ROOF TO BE PAINTED SAFETY YELLOW. GAS LINE TO BE CORED THROUGH THE PARAPET WALL. THEY MAY NOT RUN UP AND OVER UNLESS THE ROOF TYPE RUNS UP THE SIDES OF THE PARAPET WALL.
5. VERIFY REQUIREMENTS FOR METERING AND PIPING WITH GAS COMPANY. INSTALL OTHER UTILITIES A MINIMUM OF 10'-0" FROM GAS LINE. PLUMBING CONTRACTOR SHALL PAY ALL GAS COMPANY FEES FOR INSTALLATION.

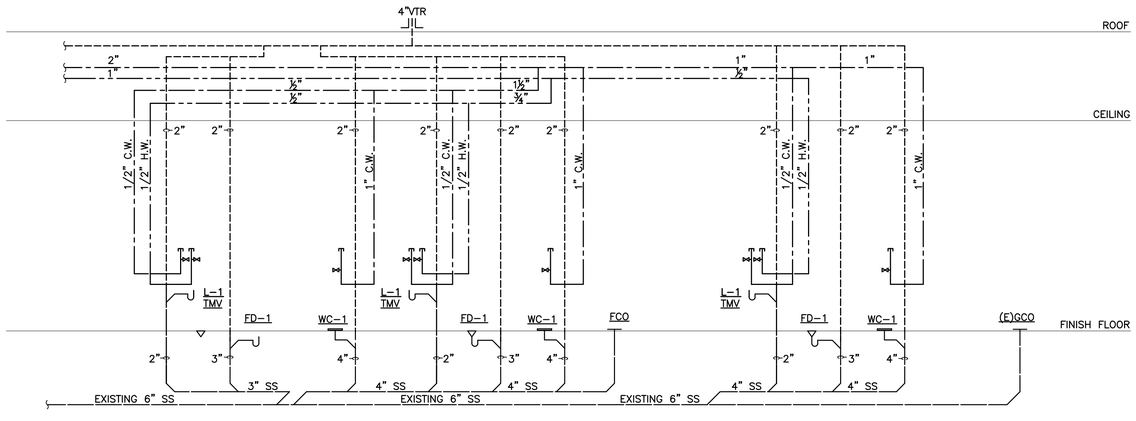
NATURAL GAS RISER

SCALE: N.T.S. | 4



PLUMBING GREASE WASTE-VENT RISER

SCALE: N.T.S. | 3



PLUMBING SANITARY WASTE-VENT RISER

SCALE: N.T.S. | 2

PLUMBING LEGEND | 1

PLUMBING SYMBOLS

GENERAL SYMBOLS

	CONNECTION POINT BETWEEN NEW AND EXISTING WORK
E	EXISTING TO REMAIN
#	EQUIPMENT MARKER (CORRELATION TO EQUIPMENT SCHEDULE)
#	NOTE BUBBLE (CORRELATION TO KEYED NOTES)
X	REVISION TRIANGLE
	FLOW ARROW

LINE TYPES

	SANITARY WASTE		GREASE WASTE
	COLD WATER		HOT WATER
	HOT WATER RETURN	FW	FILTERED WATER
	VENT	CD	CONDENSATE WASTE
	FUEL-GAS		

PLUMBING FIXTURES

	TRAP ARM
	FLOOR SINK (SHOWN WITH P-TRAP)
	FLOOR DRAIN (SHOWN WITH P-TRAP)
	FLOOR CLEANOUT

VALVES, FITTINGS & TERMINATIONS

	PIPE UP / PIPE DOWN / TEE OR 4-WAY FITTING
	UNION FITTING
	UNSPECIFIED MANUAL VALVE (E.G. 1/4-TURN SHUTOFF VALVE)
	GATE VALVE (DENOTED WITH FLANGED INTERFACE)
	BALL VALVE

Crust Pizza
Interior Build-out
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www.kashou.com

Shawn Kashou, Architect
20710 Shadow Mill Ct
Katy, Texas 77450
Tel: 713 . 965 4470

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TX FIRM REGISTRATION # F-17728

STATE OF TEXAS
PRASHANT R. MALIK
106152
LICENSED
PROFESSIONAL ENGINEER

Date: 04/17/2025

Issued for:

Review	02/17/2025
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1 City Comments	03/31/2025

Project No. APM_2504

Dwg. Name

Plumbing Risers

Dwg. No.

P-6.0

Property ID: 191174
Legal Acreage: 7.32
GEO ID: 1G0417-0003-00400-0-00
Legal Description: BUFFALO HEIGHTS BLOCK 3 LOT 4 7.32 AC

CRUST PIZZA CO. CIBOLO

813 Cibolo Valley Dr. Suite 170 Cibolo, TX 78108 | 832-331-1307 |
derek@crustpizzaco.com

09/11/2025

CEDC Board of Directors
City of Cibolo

Dear CEDC Board of Directors:

I am writing you on behalf of the new Crust Pizza Co. that opened on September 3rd at 813 Cibolo Valley Dr. Suite 170 Cibolo, TX 78108. We are applying for the Growth and Enhancement (Edge) Grant and requesting funds in the amount of $15,000 to help with our cost for developing the Crust Pizza Co. restaurant. First off, we wanted to thank the City of Cibolo for all of the help and support we have received up to this point. The entire process that we have gone through has been efficient, well documented and made the building of the restaurant flawless. We have invested a significant amount of money into establishing another great restaurant and business within the city. Our restaurant will prove to be a wonderful economic impact for the city and its citizens. Crust's Mission is to "To create an inviting pizza restaurant atmosphere for our guests, serving high quality food with great customer service." We want to make our guests experience at Crust the best part of their day. We strive to pursue our 5 core values at all points during our operation.

Core Values:

Commitment: To pursue growth and giving back to our communities we love (grow and giving)
Respect: To show all guests and employees that we care (treat others like you want to be treated)
Unity: To learn and lead together as a unified team that perseveres (team work)
Service: To deliver WOW to our guests every time (customer experience)
Thankfulness: To be grateful, humble and positive (attitude)

We fill that this investment from the City of Cibolo will help us achieve our mission and stand by our core values to give all members of the community a great place to eat and relax. We look forward to meeting the board and hope that everyone has a chance to try us out.

Sincerely,

Crust Pizza Co. Cibolo

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 15th day of April in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

RCT Capital I, LLC
15637 Queen Victoria Ct.
Montgomery,TX 77316

and the Contractor:
(Name, legal status, address and other information)

Dau Builders
24200 Via Mazzini Way, Suite 120
Richmond, TX 77406

for the following Project:
(Name, location and detailed description)

Crust Pizza Co
813 Cibolo Valley Dr. 170
Cibolo, TX 78108

The Architect:
(Name, legal status, address and other information
Shawn Kashou
20710 Shadow Mill Ct
Katy, TX 77450

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
	Crust Pizza Co build out	

Specifications:

Section	Title	Pages
N/A		

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
N/A		

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.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

Add steel beam at double door/sprinkler the patio area

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

signed contract and/or date of permit issue

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than (100) calendar days from the date of commencement.
If and only if, all equipments are delivery to site at schedule time from owner
[ ] By the following date:

§ 2.4 Liquidated Damages for Delay: In the event that the Contractor fails to achieve Substantial Completion of the Work within the specified Contract Time, the Contractor shall pay to the Owner liquidated damages in the amount of $1000 per calendar day for each day that the Work remains incomplete beyond the specified Substantial Completion date. This amount is agreed by the parties to represent a reasonable estimate of the Owner's anticipated damages in the event of delay, and not as a penalty.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

($ 589,977.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

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§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Progress Payment g702&g703

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than ($) each occurrence, ($ 2,000,000) general aggregate, and ($ 2,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than ($ 1,000,000) each accident, ($) each employee, and ($) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase

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in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

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§ 7.2 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR
§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule
The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials
§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty
The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the

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requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

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§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed in the performance of the Work by causes beyond the Contractor's control, including but not limited to fire, flood, labor strikes, war, natural disasters, or governmental actions, the Contractor shall notify the Owner and Architect in writing within three (3) days of such occurrence. Upon verification of such delay, the Contract Time shall be extended for a reasonable period of time, and the Contractor shall not be liable for liquidated damages for the period of delay caused by such force majeure event.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

§ 11.4 If the Contractor fails to complete the Work within the Contract Time, and such delay is due to the fault or negligence of the Contractor, the Contractor shall be responsible for the Owner's direct and indirect costs caused by such delay, including but not limited to extended overhead costs, equipment rental costs, and any costs incurred by the Owner in finding and hiring alternative contractors or resources to expedite completion. Additionally, the Contractor shall be liable for liquidated damages as specified in § 2.4 above

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ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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12.5.3 In the event the Contractor fails to achieve Substantial Completion by the agreed-upon date or any adjusted date as authorized by the Owner, and such delay is not due to causes beyond the Contractor's control as provided in § 11.2, the Owner shall be entitled to withhold any progress payments due to the Contractor until such Substantial Completion is achieved. Further, if Substantial Completion is delayed by more than fifteen (15) days beyond the agreed-upon completion date, the Owner may terminate this agreement or pursue any other available remedies under this Agreement or applicable law. Any additional costs incurred by the Owner due to delay shall be deducted from any payments due to the Contractor.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 15.3 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor
If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS
(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Derek Campbell - Managing Partner	Vu Dau, President
(Printed name and title)	*(Printed name and title)*
	LICENSE NO.:
	JURISDICTION:

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(828593460)

User Notes:

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RCT Capital I LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

15637 Queen Victoria Ct.

6 City, state, and ZIP code

Montgomery, TX 77316

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							
9	9	–	3	9	1	5	4	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

SHOPPING CENTER LEASE

Shopping Center: Buffalo Heights

Landlord: Buffalo Heights-Cibolo Developers, Ltd., a Texas Limited Partnership

Tenant: RCT Capital I LLC dba Crust Pizza Co.

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EXHBIT D: GUARANTY
EXHIBIT E: OPTION TERM
EXHIBIT F: LANDLORD'S SIGNAGE CRITERIA
EXHIBIT F-1: INTENTIONALLY DELETED
EXHIBIT F-2: PYLON/MONUMENT SIGNAGE
EXHIBIT F-3: PARKING SIGNAGE EXAMPLE & DETAIL
EXHIBIT G: TENANT INSURANCE REQUIREMENTS
EXHIBIT G-1: FORM OF EVIDENCE OF PROPERTY INSURANCE
EXHIBIT G-2: FORM OF CERTIFICATE OF LIABILITY INSURANCE

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SHOPPING CENTER LEASE

ARTICLE I. DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1 The following list sets out certain defined terms and certain financial and other information pertaining to this lease:

(a) **"Landlord":** Buffalo Heights-Cibolo Developers, Ltd, a Texas Limited Partnership

(b) **Landlord's address:**
Buffalo Heights-Cibolo Developers, Ltd.
10003 NW Military Hwy., Suite 2205
San Antonio, TX 78231
Attn: Benjamin Dreszer

(c) **"Tenant":** RCT Capital I LLC, a Texas limited liability company

(d) **Tenant's address:** 15637 Queen Victoria Ct., Montgomery, TX 77316

(e) **Tenant's trade name:** Crust Pizza Co.

(f) **Tenant's Guarantor:** Jacob Tompkins, Derek Campbell, and Nathan Robbins

(g) **"Agent":** Fulcrum Property Group, Inc.

(h) **"Cooperating Agent":** Brett Strake – NewQuest Properties

(i) **"Shopping Center":** Landlord's property located in the City of Cibolo, Guadalupe County, Texas, which property is depicted on **Exhibit "A"** attached to this lease (the **"Site Plan"**) and known as the **"Shopping Center"**. The Shopping Center is located on a portion of Landlord's property known as "Buffalo Heights", which property is legally described on **Exhibit "A-1" (**the **"Project")**. Landlord shall have the right at any time to sell or convey one or more parcels located within the Shopping Center and the Project or to integrate adjacent land into the Shopping Center and the Project and thereby increase or decrease as applicable, the total leaseable floor area of the Shopping Center or the Project.

(j) **"Demised Premises":** a store unit in the Shopping Center containing approximately **3,050 square feet** in area (measured by calculating lengths and widths extending to the center line of the party walls and to the exterior faces of all other walls), being described or shown on **Exhibit "A"** attached to this lease. With regard to **Exhibit "A"**, the parties agree that the exhibit is attached solely for the purpose of locating the Shopping Center and the Demised Premises within the Shopping Center and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit (i.e., any information as to Common Areas, buildings, tenants or prospective tenants, etc., is subject to change at any time and Landlord shall have no obligation to construct same). The address of the Demised Premises is 813 Cibolo Valley, Suite 170, Cibolo, Texas 78108.

(k) **Effective Date:** The date the last of Landlord or Tenant executes this lease, as shown on the signature page.

(l) **Delivery Date:** The Effective Date of this Lease.

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(m) **Commencement Date**: The earlier of (i) one hundred eighty (180) days following the earlier to occur of (a) Tenant's receipt of its building permit, or (b) expiration of the Permit Contingency Period, or (ii) Tenant opening for business. If Tenant opens for business within the Demised Premises prior to the Commencement Date, Tenant's obligation to pay its proportionate share of all financial obligations under this lease including Minimum Guaranteed Rental, real estate charges, insurance expenses and Common Area costs and expenses shall commence as of the date that Tenant opens for business within the Demised Premises notwithstanding the fact that the Commencement Date has not occurred.

(n) **Lease Term**: Commencing on the Commencement Date and continuing for ten (10) years after the Commencement Date; provided that if the Commencement Date is a date other than the first day of a calendar month, the Lease Term shall be ten (10) years in addition to the remainder of the calendar month in which the Commencement Date occurs [said initial ten (10) year period being the "**Initial Lease Term**"; the Lease Term is subject to extension pursuant to the terms, provisions and conditions of **Exhibit "E"**]. Each consecutive 12 month period elapsing after: (i) the Commencement Date if the Commencement Date occurs on the first day of a month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month shall constitute a "**Lease Year**".

(o) **Minimum Guaranteed Rental**: $8,133.33 per month ($32.00 per leasable square foot of the Demised Premises per annum), with the following adjustments to occur automatically:

Initial Term	Rent per sq. ft.	Annual Rent	Monthly Rent
Year 1	$32.00	$97,600.00	$8,133.33
Year 2	$32.64	$99,552.00	$8,296.00
Year 3	$33.29	$101,534.50	$8,461.21
Year 4	$33.96	$103,578.00	$8,631.50
Year 5	$34.64	$105,652.00	$8,804.33
Year 6	$35.33	$107,756.50	$8,979.71
Year 7	$36.04	$109,922.00	$9,160.17
Year 8	$36.76	$112,118.00	$9,343.17
Year 9	$37.50	$114,375.00	$9,531.25
Year 10	$38.25	$116,662.50	$9,721.88

First Option	Rent per sq. ft.	Annual Rent	Monthly Rent
Year 1	$39.02	$119,011.00	$9,917.58
Year 2	$39.80	$121,390.00	$10,115.83
Year 3	$40.60	$123,830.00	$10,319.17
Year 4	$41.41	$126,300.50	$10,525.04
Year 5	$42.24	$128,832.00	$10,736.00

Second Option	Rent per sq. ft.	Annual Rent	Monthly Rent
Year 1	$43.08	$131,394.00	$10,949.50
Year 2	$43.94	$134,017.00	$11,168.08

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Year 3	$44.82	$136,701.00	$11,391.75
Year 4	$45.72	$139,446.00	$11,620.50
Year 5	$46.63	$142,221.50	$11,851.79

(p) **Common area maintenance charge**: A minimum of $762.50 per month, payable in advance.

(q) **Prepaid rental**: $10,547.91, being an estimate of the Minimum Guaranteed Rental, common area maintenance charge, and Tenant's obligations for taxes, other real estate charges and insurance, and (if applicable) merchants' association dues or promotional fund for the first full month of the Lease Term, such prepaid rental being due and payable upon execution of this lease.

(r) **Security deposit**: $12,136.46, being an estimate of the Minimum Guaranteed Rental, common area maintenance charge, and Tenant's obligations for taxes, other real estate charges and insurance for the last full month of the Lease Term, such security deposit being due and payable upon execution of this lease.

(s) **Permitted Use**: The operation of a typical restaurant selling Italian food with beer and wine (alcoholic beverage sales limited to 35% of Tenant's gross sales), as well as other food items typically sold at the majority of Crust Pizza locations subject to the exclusive use rights of other tenants as of the Effective Date of this Lease, and for no other use or purpose.

Tenant acknowledges that the above specification of a "**Permitted Use**" means only that Landlord has no objection to the specified use and does not include any representation or warranty by Landlord as to whether or not such specified use complies with applicable laws and/or requires special governmental permits. In this regard, Tenant acknowledges that this Section 1.1 (s) is subject to Sections 3.1, 9.2, 9.10 and **Exhibit "C"** (Restaurant Addendum) of this lease.

(t) **Declaration:** Tenant hereby acknowledges that the Demised Premises, the Shopping Center and the Project are subject to a certain Declaration of Easements, Covenants, Conditions and Restrictions affecting the Shopping Center recorded in Document No. 202399004701, Official Public Records of Guadalupe, County, Texas (as may be amended from time to time, collectively the "Declaration"), which sets forth certain easements, covenants, conditions and restrictions applicable to the development and use of the Shopping Center, the Project and the Demised Premises.

1.2 The following chart is provided as an estimate of Tenant's initial monthly payment broken down into its components. This chart, however, does not supersede the specific provisions contained elsewhere in this lease:

Initial Minimum Guaranteed Rental (Sections 1.1 (o) and 4.2)*	$ 8,133.33	($32.00 PSF/Yr)
Initial Common Area Maintenance Charge (Sections 1.1 (p) and 7.4)*	$ 762.50	($3.00 PSF/Yr)
Initial Escrow Payment for Taxes and Other Real Estate Charges (Article VI)*	$ 1,525.00	($6.00 PSF/Yr)
Initial Escrow Payment for Insurance (Article VI)*	$ 127.08	($0.50 PSF/Yr)
Total Initial Monthly Payment	$ 12,136.46	

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* Applicable to the calendar year in which the Commencement Date occurs and subject to adjustment from time to time as provided for in this Lease.

ARTICLE II. GRANTING CLAUSE

2.1 Landlord leases the Demised Premises to Tenant upon the terms and conditions set forth in this lease.

ARTICLE III. DELIVERY OF PREMISES; RELOCATION OF PREMISES

3.1 By occupying the Demised Premises Tenant shall be deemed to have inspected the Demised Premises and to have accepted the same in its present "as is, where-is, with all faults" condition, including but not limited to any defects, provided that Landlord shall perform the Landlord's Work with respect to the Demised Premises substantially in accordance with **Exhibit "B" & "B-1"** attached hereto. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTY THAT THE DEMISED PREMISES ARE SUITABLE FOR TENANT'S PERMITTED USE OR ANY OTHER USE OR PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE SHOPPING CENTER (INCLUDING BUT NOT LIMITED TO THE DEMISED PREMISES) OR THE PERFORMANCE BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO LANDLORD'S WORK, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY RENT, WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH OR ALLEGED BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

3.2 If this lease is executed before the Demised Premises becomes vacant, or if any present tenant or occupant of the Demised Premises holds over and Landlord cannot acquire possession of the Demised Premises prior to the Commencement Date of this lease, as above defined, Landlord shall not be deemed to be in default under this lease; and in such event Tenant agrees to accept possession of the Demised Premises at such time as Landlord is able to tender the same. If Landlord utilizes the provisions of this Section, Landlord will waive the payment of rent and other charges covering any period prior to tender of possession of the Demised Premises to Tenant.

3.3 In the event Landlord determines to utilize the Demised Premises for other purposes during the Lease Term, Tenant agrees to relocate to other space owned by Landlord and located within the Shopping Center, provided such other space is of equal or larger size than the Demised Premises. Landlord shall give Tenant at least one hundred twenty (120) days written notice of any such relocation. Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and reconstruction of all Tenant-furnished and Landlord-furnished improvements, together with the costs of reprinting a reasonable supply of stationary and announcements depicting Tenant's new address, but not including any component for sales which may be lost during the relocation. In the event of such relocation, this lease shall continue in full force and effect without any change in the terms or other conditions, but with the new location substituted for the old location set forth in subsection (j) of Section 1.1 of this lease.

ARTICLE IV. RENT

4.1 Rental shall accrue from the Commencement Date, and shall be payable to Landlord, at Landlord's address.

4.2 Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments in the amount(s) specified in Section 1.1(o) of this lease. The first such monthly installment shall be due and payable

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on or before the Commencement Date, subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as Minimum Guaranteed Rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during the Commencement Date shall fall bears to the total number of days in such month.

4.3 Tenant shall pay to Landlord Tenant's proportionate share of real estate charges, insurance expenses and Common Area costs and expenses as hereinafter set forth in this Lease (as such costs are estimated by Landlord from time to time) at the same time and in the same manner as Minimum Guaranteed Rental, and such sums shall constitute rental hereunder. Landlord's initial estimate of such charges are set forth in Section 1.2 hereof.

4.4 It is understood that the Minimum Guaranteed Rental is payable on or before the first day of each calendar month (in accordance with Sections 4.2 and 4.3 above), without offset or deduction of any nature. All payments of monthly rental (as defined in Section 22.3) must be made by electronic funds transfer as follows (or as otherwise directed in writing by Landlord to Tenant from time to time): (i) ACH debit of funds authorizing Landlord to automatically debit Tenant's bank account; or (ii) ACH credit of immediately available funds to an account designated by Landlord. "ACH" means Automated Clearing House network or similar system designated by Landlord. In the event any rental or other payment due from Tenant to Landlord is not received within two (2) business days after its due date for any reason whatsoever, or if any rental payment is by check which is returned for insufficient funds, then in addition to the past due amount Tenant shall pay to Landlord one of the following (the choice to be at the sole option of Landlord unless one of the choices is improper under applicable law, in which event the other alternative will automatically be deemed to have been selected): (a) a late charge in an amount equal to ten percent (10%) of the rental then due, in order to compensate Landlord for its administrative and other overhead expenses; or (b) interest on the rental then due at the maximum contractual rate which could legally be charged in the event of a loan of such rental to Tenant (but in no event to exceed 1½% per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the rental due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. Any such late charge or interest payment shall be payable as additional rental under this lease and shall be payable immediately on demand. If any rent is paid by check which is returned for insufficient funds, Tenant shall immediately make the required payment to Landlord in good funds; moreover, Tenant shall also pay Landlord the amounts specified above in this Section 4.4, plus an additional fee of $25.00 to compensate Landlord for its expense and effort in connection with the dishonored check.

4.5 If Tenant fails in two (2) consecutive months to make rental payments within two (2) business days after due, Landlord, in order to reduce its administrative costs may require, by giving written notice to Tenant (and in addition to any late charge or interest accruing pursuant to Section 4.4 above, as well as any other rights and remedies accruing pursuant to Article XXII or Article XXIII below, or any other provision of this lease or at law), that all future rental payments are to be made on or before the due date by cash, cashier's check, or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rental as provided in this lease. Any acceptance of a monthly rental payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

ARTICLE V. SALES REPORTS, RECORDS AND FINANCIAL STATEMENTS

Upon Landlord's written request, Tenant shall deliver statements of gross sales made from the Demised Premises at such intervals (monthly, quarterly, or annually) as may be requested by Landlord. Tenant and any Guarantor, if applicable, shall submit to Landlord from time to time upon Landlord's written request,

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its financial statements and operating statements. Tenant warrants and represents that (a) all financial statements, operating statements or other financial data at any time given to Landlord by or on behalf of Tenant are, or will be, as of their respective dates, true and correct in all material respects and do not (or will not) omit any material liability, direct or contingent; and (b) there have been no material changes in any such financial statements, operating statements or other financial data given to Landlord by or on behalf of Tenant prior to the Effective Date between the respective dates thereof and the Effective Date. A breach of any of the foregoing warranties and representations shall, at the election of Landlord, be deemed an Event of Default under Section 22.1 of this Lease.

ARTICLE VI. TENANT'S RESPONSIBILITY FOR TAXES, OTHER REAL ESTATE CHARGES AND INSURANCE EXPENSES

6.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised PremisesY. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

6.2 Tenant shall also be liable for **"Tenant's proportionate share"** (as defined below) of all **"real estate charges"** (as defined below) and **"insurance expenses"** (as defined below) related to the Shopping Center or Landlord's ownership of the Shopping Center and the Project, including the Declaration. Tenant's obligations under this Section 6.2 shall be prorated during any partial year (i.e., the first year and the last year of the Lease Term). **"Tenant's proportionate share"** shall be a fraction the numerator of which is the total floor area (all of which is deemed "leasable") in the Demised Premises and the denominator of which is the total leasable floor area of all the buildings in the Shopping Center at the time when the respective charge was incurred, as the same may be constructed from time to time, excluding, however, areas for which the applicable real estate charges, insurance expenses, or common area expenses, are paid by a party or parties other than Landlord. **"Real estate charges"** shall include ad valorem taxes, general special assessments, parking surcharges, any tax or excise on rents, any tax or charge for governmental services (such as street maintenance or fire protection), any tax or charge which replaces any of such above-described "real estate charges" and any costs incurred by Landlord in protesting such real estate charges, including reasonable attorneys' fees; provided, however, that "real estate charges" shall not be deemed to include any franchise, estate, inheritance or general income tax. **"Insurance expenses"** shall include all premiums and other expenses incurred by Landlord for commercial general liability insurance and special form property insurance (plus whatever endorsements or other coverages which Landlord, in Landlord's sole discretion, may consider appropriate).

6.3 With regard to the calendar year during which the Lease Term expires, Landlord at its option either may bill Tenant when the charges become payable or may charge the Tenant an estimate of Tenant's pro rata share of whichever charges have been being paid directly by Landlord (based upon information available for the current year plus, if current year information is not adequate in itself, information relating to the immediately preceding year). Tenant agrees that Landlord has the sole and absolute right to contest taxes levied against the Demised Premises or the Shopping Center. Tenant irrevocably waives any and all rights that Tenant may have to receive from Landlord a copy of notices received by Landlord regarding the appraisal or reappraisal, for tax purposes, of all or any portion of the Demised Premises or the Shopping Center (including, without limitation, any rights set forth in Section 41.413 of the Texas Property Tax Code, as such may be amended from time to time). Upon receipt of all tax bills and assessment bills attributable to any calendar year during the Lease Term, Landlord shall furnish to Tenant a written statement of the actual amount of the real estate charges for such calendar year. If the total amount paid by Tenant for real estate charges for any calendar year shall be less than the actual amount due from Tenant for such calendar year, as shown on such statement, Tenant shall pay to Landlord on demand the difference between the amount paid by Tenant and the actual

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amount due; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be applied by Landlord to the real estate charges due in the subsequent year (or if there is no subsequent calendar year remaining in the Lease Term, such excess shall be offset against any amounts then owing by Tenant to Landlord and any remaining net surplus shall then be refunded by Landlord to Tenant). This Section shall apply to the calendar years in which this Lease commences and terminates, but Tenant's liability for the real estate charges for such calendar years shall be subject to a pro rata adjustment based on the number of days of such calendar years during which this lease is in effect. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of real estate charges assessed or levied against the property to which such bill relates.

6.4 At such time as Landlord has reason to believe that at some time within the immediately succeeding twelve (12) month period Tenant will owe Landlord any amounts pursuant to one or more of the preceding sections of this Article VI, Landlord may direct that Tenant prepay monthly a prorata portion of the prospective future payment (i.e., the prospective future payment divided by the number of months before the prospective future payment will be due). Tenant agrees that any such prepayment directed by Landlord shall be due and payable monthly on the same day that Minimum Guaranteed Rental is due.

ARTICLE VII. COMMON AREA

7.1 The term **"Common Area"** is defined for all purposes of this lease as that part of the Shopping Center intended by Landlord from time to time for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center), parking area, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time, (ii) streets and alleys maintained by a public authority, (iii) areas within the Shopping Center which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Demised Premises), and (iv) areas leased to a single-purpose user (such as a bank or a fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, they will be deemed to be so included for purposes of (i) Landlord's ability to prescribe rules and regulations regarding same and (ii) their inclusion for purposes of common area maintenance charges. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Shopping Center. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground. Landlord shall have the right to grant other tenants at the Shopping Center the exclusive right to certain portions of the Common Area as designated by Landlord from time to time in its sole discretion.

7.2 Tenant and its employees and customers, and when duly authorized pursuant to the provisions of this lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Area (excluding roofs of buildings in the Shopping Center) as constituted from time to time, such use to be in common with Landlord, other tenants in the Shopping Center and other persons permitted by the Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(a) If required by Landlord, Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within

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five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars ($10.00) per day per car parked in any area other than those designated, as and for liquidated damages and Tenant shall pay such charges upon demand. Tenant authorizes Landlord to cause any car which is not parked in the designated parking areas to be towed from the Shopping Center and Tenant shall reimburse Landlord for the cost thereof upon demand, and otherwise indemnify and hold Landlord harmless with respect thereto. Tenant shall have the right to install signage identifying two (2) parking stalls in the rear lot of the Shopping Center as Tenant's **"To-Go Parking"**. The specific stalls Tenant may use for its To-Go Parking are identified on Exhibit "A". The design and installation method of Tenant's To-Go Parking signage must adhere to Landlord's Signage Criteria and be approved in writing by Landlord prior to installation by Tenant.

(b) Tenant shall not hold promotional events or activities, solicit business within the Common Area nor take any action which would interfere with the rights of other persons to use the Common Area.

(c) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

(d) With regard to the roof(s) of the building(s) in the Shopping Center, use of the roof(s) is reserved to Landlord or, with regard to any tenant demonstrating to Landlord's satisfaction a need to use same, to such tenant after receiving prior written consent from Landlord.

(e) Tenant shall not conduct any outside sales or displays within the Common Area or take any action that would interfere with the rights of other persons to use the Common Area.

(f) Landlord represents and warrants that the patio space included in the Demised Premises is in compliance with all applicable zoning, permitting, and parking requirements as of the Effective Date. In the event that any governmental authority requires additional parking spaces to be allocated or secured for the patio during the permitting process or thereafter, Landlord agrees to, at its sole cost and expense, take all commercially reasonable actions to ensure compliance, including but not limited to seeking a variance, securing additional parking spaces, or modifying the existing parking allocation within the Shopping Center.

7.3 Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures therefore to be in the sole discretion of Landlord, but to be generally in keeping with similar shopping centers within the same geographical area as the Shopping Center. Without limiting the generality of the immediately preceding sentence, Tenant acknowledges that LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING WHETHER OR NOT LANDLORD WILL PROVIDE SECURITY SERVICES OR, IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED.

7.4 In addition to the rentals and other charges prescribed in this lease, Tenant shall pay to Landlord Tenant's proportionate share of the cost of operation and maintenance of the Common Area which may be incurred by Landlord in its discretion (the "**Common Area costs and expenses**"), including, among other costs, those for lighting, painting, cleaning, policing, inspecting, repairing, replacing, (and, if there is an enclosed mall or promenade in the Shopping Center, heating and cooling), security (if and to the extent Landlord provides security), advertising, seasonal decorations, a reasonable portion of whatever management fee (not to exceed 5% of effective gross income) Landlord pays to the manager of the Shopping Center, all actual expenses incurred by Landlord attributable to the Demised Premises and the Shopping Center arising

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under any covenants, restrictions, easements and or declarations, and the cost of any insurance for which Landlord is not reimbursed pursuant to Section 6.2, plus an amount equal to fifteen percent (15%) of all of the foregoing costs (excluding salaries and expenses of such property managers for purposes of such calculation only) to cover Landlord's administrative cost, but specifically excluding all expenses paid or reimbursed pursuant to Article VI. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, Landlord and Tenant agree that roof maintenance and repair shall be included as a common area maintenance item to the extent not specifically allocated to Tenant under this lease nor to another tenant pursuant to its lease. With regard to capital expenditures (i) the original investment in capital improvements, i.e., upon the initial construction of the Shopping Center, shall not be included and (ii) improvements and replacements, to the extent capitalized on Landlord's records, shall be included only to the extent of a reasonable depreciation or amortization (including interest accruals commensurate with Landlord's interest costs). The proportionate share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the total floor area (all of which is deemed "leasable") of the Demised Premises bears to the total leasable floor area of all buildings within the Shopping Center (excluding, however, areas owned or maintained by a party or parties other than Landlord); provided that in no event shall such share be less than the amount specified in Section 1.1(p) above. If this lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, Tenant's reimbursement obligations under this Section 7.4 shall be prorated based upon Landlord's expenses for the entire calendar year. Tenant shall make such payments to Landlord on demand at intervals not more frequent than monthly. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year. Notwithstanding the foregoing, for the second full calendar year after the Commencement Date and for each calendar year thereafter, Tenant's proportionate share of Controllable Common Area Costs may not increase annually by more than five percent (5.0%) gross of such amounts paid by Tenant to Landlord for the immediately previous calendar year, on a non-cumulative basis. As used herein, "**Controllable Common Area Costs**" shall mean all Common Area costs and expenses except for utilities, refuse fees, management fees, costs of compliance with law, snow and ice removal, costs of security, and landscaping.

7.5 Landlord and Tenant acknowledge that both Landlord and Tenant are experienced in commercial transactions and agree that the provisions of this Lease for determining charges, amounts and additional rent payable for Tenant (including, without limitation, payments under Section 6.2 and Section 7.4 hereinabove) are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. Accordingly, Tenant voluntarily and knowingly waives all rights and benefits of Tenant under Section 93.012 of the Texas Property Code as such section now exists or as may be hereafter amended or succeeded.

7.6 Periodically, during the Lease Term, Landlord shall compute and determine the actual Common Area costs and expenses for the relevant prior fiscal period established by Landlord. Landlord shall give Tenant notice of such Common Area costs and expenses and notice of Tenant's actual proportionate share of Common Area costs and expenses with respect to such period. If Tenant's actual proportionate share of Common Area costs and expenses with respect to such period exceeds the amount therefor previously paid by Tenant, Tenant shall pay to Landlord the deficiency in each such case within thirty (30) days following notice from Landlord; however, if the aforesaid amount previously paid by Tenant towards Tenant's proportionate share of Common Area costs and expenses is in excess of Tenant's actual proportionate share of Common Area costs and expenses with respect to such period, then the balance thereof shall be held by Landlord and applied to the payment of rent next due; except that any amounts remaining at the termination of this lease shall be offset against any amounts then owing by Tenant to Landlord under any of the terms of this Lease, and any remaining net surplus shall then be refunded by Landlord to Tenant.

7.7 Notwithstanding anything contained in VII of this Lease to the contrary, Tenant will be entitled to use the +/- 885 square foot patio area attached to and adjacent to the Leased Premises (hereinafter referred to as the "Outdoor Seating Area") as a part of the operation of Tenant's business during the term of

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this Lease and any extensions thereof. The exterior area of the Shopping Center comprising the Outdoor Seating Area is identified on the attached Exhibit "A". Tenant shall not pay rent (including Additional Rent) for Tenant's use of the Outdoor Seating Area, nor shall the square footage of the Outdoor Seating Area be used to calculate Tenant's Pro Rata Share. The following conditions govern Tenant's usage of the Outdoor Seating Area:

(a) Tenant shall maintain the Outdoor Seating Area in a clean and orderly condition at all times and at Tenant's sole cost and expense.

(b) Tenant shall not construct any improvements (including the installation of any fixtures such as heaters, shades, ceiling or pole mounted fans, speakers and misting systems) whatsoever within the Outdoor Seating Area without Landlord's prior written approval. Tenant shall submit to Landlord complete plans and specifications for any such improvements to the Outdoor Seating Area, in as much detail as Landlord may require, in full compliance with the Lease and the Exhibits attached thereto, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer.

(c) Tenant shall not allow its use of the Outdoor Seating Area to interfere with or disrupt the business of other tenants in the Shopping Center.

(d) Tenant shall indemnify and hold Landlord harmless against any and all claims or damages, which may arise from Tenant's use of the Outdoor Seating Area.

ARTICLE VIII. INTENTIONALLY DELETED

ARTICLE IX. USE AND CARE OF DEMISED PREMISES

9.1 Tenant shall commence business operations in the Demised Premises on or immediately after the Commencement Date and shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Demised Premises. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises is leased. Tenant shall, except during reasonable periods for repairing, cleaning and decorating, keep the Demised Premises open to the public for business with adequate personnel in attendance on all days (including, if designated by Landlord, Sundays and holidays) and during all hours (including, if designated by Landlord, evenings) established by Landlord from time to time as business days and store hours for the Shopping Center (including, if designated by Landlord, extended days and hours during the shopping season prior to Christmas and whenever else that the majority of the retail tenants in the Shopping Center open for business during extended days or hours, or both), except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

9.2 The Demised Premises may be used only for the purpose or purposes specified in Section 1.1(s) above, and only under the trade name specified in Section 1.1(e) above (or, if Section 1.1(e) is not filled in, any trade name approved in advance by Landlord), and for no other purpose and under no other trade name, it being understood and acknowledged that Landlord has entered into this lease in large part because it believes that such use and trade name will benefit the Shopping Center as a whole. Tenant shall not make or permit any unlawful use of the Demised Premises. Tenant covenants and agrees not to use the Demised Premises for any purpose that violates (i) any "exclusive use" rights and privileges now or hereafter granted by Landlord to another tenant or occupant in the Shopping Center; (ii) any rules and regulations of the Shopping Center as promulgated by Landlord at any time and from time to time; and (iii) the Permitted Exceptions and any covenants, conditions, restrictions, and easements applicable to the Shopping Center, as the same may be entered into and/or amended by Landlord at any time and from time to time; provided that such hereafter executed and/or amended Permitted Exceptions and covenants, conditions, restrictions and easements shall not prohibit, restrict or otherwise limit Tenant's Permitted Use in a material manner. Tenant shall also comply with the provisions of the Restaurant Addendum attached hereto as **Exhibit "C"**.

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9.3 Tenant shall not, without the Landlord's prior written consent, keep anything within the Demised Premises, or use the Demised Premises for any purpose which creates a risk of, toxic or otherwise hazardous substances or which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Shopping Center. All property kept, stored or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk. TENANT SHALL INDEMNIFY AND DEFEND THE LANDLORD'S RELATED PARTIES AND HOLD THE LANDLORD'S RELATED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION ALL ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, ANY VIOLATION OR ALLEGED VIOLATION BY TENANT OF ANY GOVERNMENT AUTHORITY PERTAINING TO HEALTH OR THE ENVIRONMENT RELATING TO THE DEMISED PREMISES AND THE SHOPPING CENTER (**"ENVIRONMENTAL LAWS"**), NOW EXISTING OR HEREAFTER ARISING, EXCEPT FOR VIOLATIONS OF ENVIRONMENTAL LAW CAUSED BY LANDLORD. This indemnification shall survive the expiration or termination of this Lease.

9.4 If any Environmental Condition is caused by Tenant, Tenant shall promptly and at its cost take all steps necessary to remedy the same in compliance with and to the extent required by applicable Environmental Laws. The term "**Environmental Condition**" shall mean any condition which may result in a claim of liability under one or more Environmental Laws. The term "**Environmental Laws**" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act, and any other federal or state statute dealing with the protection of the environment and any rule or regulation promulgated thereunder.

9.5 Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease" or similar sale; nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as a "discount house." The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation: therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at sales events for discounted prices from Tenant's everyday price as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class shopping center and otherwise complies with the Use Restrictions set forth in this Article IX.

9.6 Tenant shall not permit any objectionable noises or odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed on the Demised Premises; nor do anything which would tend to injure the reputation of the Shopping Center.

9.7 Tenant shall take good care of the Demised Premises; shall keep the Demised Premises secure (i.e., Tenant acknowledges that it is not relying on any representation or warranty by Landlord in this regard), and shall keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Demised Premises, or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense (unless Landlord finds it

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necessary to furnish such a service, in which event Tenant shall be charged an equitable portion of the total of charges to all tenants using the service). Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.

9.8 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lighted from dusk until 11:00 p.m., every day, including Sundays and holidays (or any other hours established by Landlord for the Shopping Center). All signage must be approved by Landlord in writing.

9.9 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

9.10 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. In addition, if the nature of Tenant's business makes it advisable for Tenant to take any extra precautions (for example, in the case of a business which is affected by so-called "dramshop" laws, Tenant's compliance with all "dramshop" educational programs and procedures), Tenant shall take all such extra precautions. At Landlord's request, Tenant shall deliver to Landlord copies of all such permits and licenses and proof of Tenant's compliance with all such laws, ordinances, governmental regulations and extra precautions.

9.11 Tenant shall be responsible for compliance with the Americans with Disabilities Act of 1990 (**"ADA"**), as amended from time to time, and related state and municipal laws and regulations, in all matters regarding both the configuration of the Demised Premises (the interior as well as all public and/or employee door entrances) and Tenant's business operations at the Demised Premises.

9.12 Exclusive Use. So long as Tenant (i) is occupying and open for business in the Demised Premises for the Permitted Use described in Section 1.1(s) (subject to temporary disruptions due to alterations, casualty, condemnation or any Force Majeure Event as described in Section 28.6 of this lease, and (ii) is not in default hereunder beyond applicable notice and cure periods, Landlord agrees not to sell, lease, let, use or permit to be used any portion of the Shopping Center during the Initial Term of this Lease or any renewal thereof to any party other than Tenant within the Shopping Center whose Primary Use (as defined herein) is for the sale or service of pizza as their primary use ("**Tenant's Exclusive**"). As used herein, "**Primary Use**" shall mean twenty percent (20%) or more of gross sales of such tenant or occupant from its premises at the Shopping Center is derived from the sale of pizza. Tenant's Exclusive shall not apply to any existing tenants and their successors, assigns, sublessees and licensees pursuant to a lease for space in the Shopping Center executed prior to the Effective Date. In addition, should Tenant fail to sell or offer any item or service that comprises all or part of Tenant's Exclusive for more than thirty (30) consecutive days and such failure is not due to damage or casualty, condemnation, temporary remodel (temporary remodel not to exceed thirty (30) days in any one event), or a Force Majeure Delay (as defined in Section 28.6), Tenant's Exclusive shall no longer apply to such item(s) or service(s). Landlord shall not be deemed to have guaranteed to Tenant pursuant to this Section 9.12 or otherwise, that Landlord ultimately will be successful in enforcing the restrictions set forth in this Section 9.12 should the need for enforcement arise during the Lease Term, and should the restrictions set forth in this Section 9.12 be determined by a legislative/governmental body or a court of competent jurisdiction in a final, non-appealable decision in violation of any municipal, state or federal laws, to be an unlawful restraint on trade, then the applicable restrictions shall be rendered null and void and Tenant shall have no further rights or remedies under this Lease with respect thereto.

9.13 Tenant shall install a grease trap to service the Demised Premises in accordance with this Lease all applicable laws, regulations, and industry standards. The grease trap shall be for the sole and exclusive use of Tenant, and Landlord shall not permit any other tenant or occupant of the Shopping Center to

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access, use, or connect to the grease trap. Landlord further agrees not to take any action or allow any condition that would compromise the functionality or capacity of the grease trap or otherwise interfere with Tenant's exclusive use of the grease trap. Tenant shall be responsible for the maintenance, repair, and operation of the grease trap, provided that such responsibilities shall not extend to any damage or issues caused by the gross negligence of Landlord.

ARTICLE X. MAINTENANCE AND REPAIR OF DEMISED PREMISES

10.1 Landlord shall keep the foundation, the exterior walls (except plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware; special store fronts; lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation equipment and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls) and roof (subject to the second sentence in Section 7.4 above) of the Demised Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XVII and Article XVIII of this lease. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice, in which to make such repairs.

10.2 Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Demised Premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 10.1, Article XVII and Article XVIII. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all lighting, heating, air conditioning, plumbing, and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above or serving the Demised Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional rental hereunder, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant (but in no event to exceed 1½% per month), such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear, and losses required to be restored by Landlord in Section 10.1, Article XVII and Article XVIII of this lease.

10.3 Tenant shall be responsible for the repair and replacement of the heating, ventilation and air conditioning equipment (HVAC) for the Demised Premises. Without limiting the generality of the immediately preceding sentence: (a) Tenant shall replace all filters in the HVAC systems as recommended by the manufacturer’s specifications; and (b) Tenant shall have the entire heating, ventilation and air conditioning equipment inspected by a qualified or licensed HVAC contractor at least once a year. The inspection specified in item (b) immediately above shall be completed between March 1st and May 31st of each year. Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company, giving evidence that the system has been inspected. If Landlord has not received from Tenant by June 15th of each year a copy of the inspection report, then Landlord shall have the right to have the heating, ventilation and air conditioning equipment inspected by a company to be selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within ten (10) days of receipt of Landlord's invoice.

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ARTICLE XI. ALTERATIONS

11.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the Demised Premises. Without limiting the generality of the immediately preceding sentence, any installation or replacement of Tenant's heating or air conditioning equipment must be effected strictly in accordance with Landlord's instructions. All alterations, additions, improvements and fixtures (including, without limitation, all floor coverings and all heating and air conditioning equipment but excluding Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to its original condition at Tenant's expense.

11.2 All construction work done by Tenant within the Demised Premises and Outdoor Seating Area shall be performed in a good and workmanlike manner, lien-free and in compliance with all governmental requirements and the construction rules established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.

11.3 In the event Tenant uses a general contractor to perform construction work within the Demised Premises, Tenant shall, prior to the commencement of such work, require said general contractor to execute and deliver to Landlord a waiver and release of any and all claims against Landlord and liens against the Shopping Center to which such contractor might at any time be entitled and to execute and record a Bond to Pay Claims (the **"Bond"**) in accordance with Chapter 53, Subchapter I of the Texas Property Code, as such may be amended, superseded or replaced from time to time, and shall deliver a copy of the recorded bond to Landlord. The delivery of the waiver and release of lien and the Bond within the time period set forth above shall be a condition precedent to Tenant's ability to enter on and begin its construction work at the Demised Premises and if applicable, to any reimbursement from Landlord for its construction work. All construction work or alterations performed by or on behalf of Tenant shall be done in compliance with the Construction Rider attached hereto as **Exhibit "B"**.

11.4 In the event that Landlord elects to remodel all or any portion of the Shopping Center, Tenant will cooperate with such remodeling, including Tenant's tolerating temporary inconveniences including temporary closure of business (and even the temporary removal of Tenant's signs in order to facilitate such remodeling, as it may relate to the exterior of the Demised Premises.)

ARTICLE XII. LANDLORD'S RIGHT OF ACCESS

12.1 Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, tenants or lenders.

12.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last one hundred eighty (180) days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 9.4, Section 13.1 or any other provision of this lease.

12.3 Use of the roof above the Demised Premises is reserved to Landlord; however,

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Landlord agrees that it will not use the roof above the Demised Premises for signage or other advertising displays without Tenant's consent.

ARTICLE XIII. SIGNS; STORE FRONTS

13.1 Tenant shall not, without Landlord's prior written consent (a) make any changes to the store front, or (b) install any exterior lighting, decorations, paintings, awnings, canopies, or the like, or (c) erect or install any signs, window or door lettering, placards, decorations, banners, portable signs or advertising media of any type which can be viewed from the exterior of the Demised Premises, all such signage (including, without limitation, the sign required by Section 13.2 below) shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color, and general appearance and as further described on **Exhibit "F"**. All signs shall be kept in good condition and in proper operating order at all times.

13.2 Subject to the restrictions of Section 13.1 above and compliance with all laws, regulations and development requirements, Tenant shall install a first-class sign on the fascia of the Building directly above the Demised Premises, on or prior to the Commencement Date. The fascia sign shall be maintained by Tenant.

13.3 Landlord agrees that Tenant may, at Tenant's expense and subject to all applicable laws, rules and regulations (including Landlord's sign criteria attached hereto as Exhibit F), install signage on the multi-tenant pylon sign (the "**Multi-Tenant Pylon Sign**"), in the approximate location as shown on the Site Plan attached hereto. Tenant shall have the panel depicted on **Exhibit "F-2"** (the "**Tenant's Signage Allocation**") attached hereto of the Multi-Tenant Pylon Sign. Tenant shall pay its pro rata share of the operation and maintenance of such Multi-Tenant Pylon Sign as a Common Area expense. Tenant shall not be permitted to place its signage on any other pylon or monument signs that may be constructed by Landlord or other tenants in the Shopping Center (as such may be expanded) without the prior written approval of Landlord, in Landlord's sole discretion. Tenant shall not be permitted to install its signage on the Multi-Tenant Pylon Sign until Tenant has obtained written approval from Landlord of the design, graphics and colors of the sign panel to be installed by Tenant on the Multi-Tenant Pylon Sign. Tenant shall maintain its sign panel in good repair. Furthermore, Tenant waives any liability on the part of Landlord arising out of Tenant's use of a pylon sign and agrees to hold Landlord harmless from and against any liability arising out of Tenant's use of such sign. Landlord shall have no obligation to grant such pylon sign rights, if none are expressly granted herein.

ARTICLE XIV. UTILITIES

14.1 Landlord agrees to cause to be provided to the Shopping Center the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewerage service to the building in which the Demised Premises are located.

14.2 Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. Tenant, as part of Tenant's Work, shall cause the Demised Premises to be separately metered or sub-metered at Tenant's sole cost and expense. Tenant shall apply for separate meters of applicable utilities in Tenant's own name and will be responsible for all deposits. Notwithstanding the forgoing sentence, Tenant shall not be responsible for paying traffic impact Fees. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event, Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service.

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14.3 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by Landlord, nor for interruptions in utility services furnished by Landlord which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord or which are necessary or useful in connection with making any alterations, repairs or improvements.

ARTICLE XV. INSURANCE COVERAGES

15.1 Landlord shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense (but subject to Article VI above), causing the Shopping Center to be insured under special form property insurance and commercial general liability insurance (plus whatever endorsements or special coverages Landlord, in its sole discretion, may consider appropriate), to the extent necessary to comply with Landlord's obligations pursuant to other provisions of this lease.

15.2 Tenant shall, at Tenant's sole cost and expense, during the entire Lease Term keep and maintain in full force and affect the following types of insurance, in the amounts specified and in the form hereinafter provided, as follows:

(a) Tenant shall purchase and maintain, at its own expense, during the Lease Term the insurance set out in **Exhibit "G"** attached hereto and made a part hereof by reference.

(b) By the Commencement Date and at least five (5) business days prior to each renewal of its insurance policies, Tenant shall deliver directly to Landlord certificates of insurance in the form attached as **Exhibit "G".** The certificate shall specify amounts, types of coverage, all additional insured endorsements, all loss payee endorsements, all mortgagee clauses, and all waivers of subrogation, and the insurance criteria listed in **Exhibit "G"**. The policies shall be renewed or replaced and maintained by Tenant as herein provided.

(c) In the event Tenant fails to maintain the insurance required by this Lease, Landlord shall have the right, without notice, to procure such insurance and/or pay the premiums for such insurance on behalf of Tenant. In the event that Landlord procures such insurance, Tenant shall repay Landlord, immediately upon demand as Additional Rent, all costs and expenses paid by Landlord in connection therewith, plus interest, at the highest rate of interest allowed by Texas law without prejudice to any other rights and remedies of Landlord under this Lease, and such failure to be deemed an Event of Default until Landlord is fully reimbursed for all such costs.

(d) Blanket Policy. Any insurance required of Tenant under this Lease may be furnished by Tenant under a "Blanket Policy", with the written consent of Landlord, which consent will not be unreasonably withheld or delayed. Such Blanket Policy shall contain an endorsement that names Landlord as an additional insured, references the Demised Premises, guarantees a minimum limit available for the Leased Premises equal to the insurance amounts required in this Lease, and otherwise satisfies the Tenant insurance requirements provided herein.

15.3 **Hazard Insurance.** Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form of fire insurance policy. In addition to all rents and other sums required to be paid by Tenant to Landlord, Tenant shall pay, as Additional Rent, that portion of the insurance covering the land and improvements comprising the Shopping Center (inclusive of Common Areas) for loss or damage by fire or other risks included from time to time in what is commonly called extended coverage insurance (with vandalism and malicious mischief endorsements, boiler and machinery and all risks) and liability insurance (including without limitation any "umbrella policies"), equal to the Tenant's Pro Rata Share. Such payments required hereunder shall be made on the first day of each

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month and shall be based upon the last premium for such insurance. Any fractional month or partial Lease Year shall be prorated on a per diem basis.

ARTICLE XVI. WAIVER OF LIABILITY; INDEMNIFICATION; MUTUAL WAIVER OF SUBROGATION

16.1 Landlord and Landlord's agents and employees shall not be liable to Tenant nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Demised Premises, the Outdoor Seating Area or other portions of the Shopping Center becoming out of repair or by defect or failure of any structural element of the Demised Premises, the Outdoor Seating Area or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises or the Outdoor Seating Area (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair or reconstruction (including widening) of any private or public roadways, walkways or utility lines.

16.2 Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises, the Outdoor Seating Area or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Shopping Center under express or implied invitation of Tenant (with the exception of customers in the Common Area), or arising out of the use of the Demised Premises and the Outdoor Seating Area by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this lease; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

16.3 Indemnification. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE MANAGER OF THE SHOPPING CENTER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, BENEFICIARIES, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES (**"LANDLORD'S RELATED PARTIES"**) FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, DEMANDS, CAUSES OF ACTION, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS (COLLECTIVELY, "**CLAIMS**"), ARISING OUT OF THE USE, OCCUPANCY, CONDUCT, OPERATION, OR MANAGEMENT OF THE DEMISED PREMISES, THE OUTDOOR SEATING AREA BY, OR THE WILLFUL MISCONDUCT OR NEGLIGENCE OF, TENANT, ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, SERVANTS, EMPLOYEES, GUESTS, INVITEES, OR VISITORS IN OR ABOUT THE SHOPPING CENTER OR DEMISED PREMISES, THE OUTDOOR SEATING AREA OR ARISING FROM ANY BREACH OR DEFAULT UNDER THIS LEASE BY TENANT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE, HOWSOEVER AND BY WHOMSOEVER CAUSED, TO ANY PERSON OR PROPERTY, OCCURRING IN OR ABOUT THE DEMISED PREMISES. **THE INDEMNITY CONTAINED IN THIS SECTION 16.3 IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER WORKERS' COMPENSATION OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, BUT WILL NOT APPLY TO THE**

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EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

16.4 LANDLORD SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TENANT AND ITS OFFICERS, DIRECTORS, BENEFICIARIES, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "TENANT'S RELATED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, DEMANDS, CAUSES OF ACTION, CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS") ARISING OUT OF THE USE, OCCUPANCY, CONDUCT, OPERATION, OR MANAGEMENT OF THE COMMON AREAS OR OTHER PORTIONS OF THE SHOPPING CENTER CONTROLLED BY LANDLORD, OR CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, SERVANTS, EMPLOYEES, GUESTS, INVITEES, OR VISITORS IN OR ABOUT THE SHOPPING CENTER, OR ARISING FROM ANY BREACH OR DEFAULT UNDER THIS LEASE BY LANDLORD, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE, HOWEVER CAUSED AND BY WHOMSOEVER CAUSED, TO ANY PERSON OR PROPERTY OCCURRING IN OR ABOUT THE COMMON AREAS OR OTHER AREAS OF THE SHOPPING CENTER CONTROLLED BY LANDLORD. **THE INDEMNITY CONTAINED IN THIS SECTION SHALL: (A) BE INDEPENDENT OF TENANT'S INSURANCE; (B) NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER WORKERS' COMPENSATION OR SIMILAR EMPLOYEE BENEFIT ACTS; (C) SURVIVE THE END OF THE TERM; AND (D) APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT BUT SHALL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT**.

16.5 LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE DEMISED PREMISES, THE OUTDOOR SEATING AREA OR THE SHOPPING CENTER, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE SHOPPING CENTER, AND LOSS OF BUSINESS OR REVENUES, THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY, BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

ARTICLE XVII. DAMAGES BY CASUALTY

17.1 Tenant shall give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty.

17.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under special form property insurance and Landlord does not elect to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to

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rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located is destroyed or substantially damaged by a casualty not covered by Landlord's insurance or (b) such building is destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the first floor area by a casualty, or (c) the holder of a mortgage, deed of trust or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within thirty (30) days after the occurrence of such casualty. If Landlord elects to rebuild and repair, Landlord shall complete such repairs within 180 days after the date of Landlord's receipt of the casualty insurance proceeds, as the same may be extended due to Force Majeure Delays. If the repairs are not substantially completed within 180 days from the date of Landlord's receipt of the casualty insurance proceeds, as the same may be extended due to Force Majeure Delays, then Tenant may terminate this Lease upon 30 days' written notice to Landlord.

17.3 Landlord's obligation to rebuild and repair under this Article XVII shall in any event be limited to restoring one of the following (as may be applicable): (a) if this lease does not include an attached exhibit describing Landlord's initial construction responsibility (**"Landlord's Work"**), restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant; or (b) restoring Landlord's Work, as described in the applicable exhibit attached to this lease (if such an exhibit is attached), to substantially the same condition in which the same existed prior to the casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if an exhibit describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be.

17.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises, it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Guaranteed Rental shall be reduced in proportion to the extent that the Demised Premises are rendered untenantable and unusable for Tenant's business; provided that there shall be no abatement of the other charges provided for herein. The abatement of Minimum Guaranteed Rental as provided above shall commence on the date of the casualty and continue until the Demised Premises are restored to a condition allowing Tenant to resume normal business operations.

ARTICLE XVIII. EMINENT DOMAIN

18.1 If more than thirty percent (30%) of the floor area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

18.2 If less than thirty percent (30%) of the floor area of the Demised Premises should be taken as aforesaid, this lease shall not terminate; however, the Minimum Guaranteed Rental payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an exhibit describing Landlord's Work is attached to this lease, all necessary repairs within the scope of Landlord's Work as described in such exhibit, as the case maybe, required to make the remaining portions of the Demised Premises an architectural whole.

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18.3 If any part of the Common Area should be taken as aforesaid, this lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the area of the Common Area immediately prior to the taking. Any election to terminate this lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date physical possession is taken by the condemning authority.

18.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises of Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant as long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord.

ARTICLE XIX. ASSIGNMENT AND SUBLETTING

19.1 Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord. Landlord agrees that it will not withhold consent in a wholly unreasonable and arbitrary manner (as further explained in Section 28.4 of this lease); however, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, and the then current market conditions (including market rentals). In addition, Landlord shall also be entitled to charge Tenant a $1,500.00 fee for processing Tenant's request, and Tenant shall reimburse Landlord all of Landlord's reasonable out-of-pocket costs and expenses with respect to Landlord's consent to such assignment or subletting, including without limitation Landlord's attorneys' fees. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Consent to one transfer where Landlord's consent is required is not a consent to any subsequent transfer. Any assignment, transfer, conveyance, pledge or mortgage in violation of this Article XIX shall be voidable at the sole option of Landlord. Notwithstanding anything herein to the contrary, Tenant shall have the unrestricted right to assign or sublet its interest in the Lease to an affiliated entity or franchisee and upon Landlord's reasonable consent, may assign or sublet its interest in the Lease to a third party upon Landlord's reasonable consent. Original guarantor shall be released from all liability under the Lease so long as the Assignee has a net worth comparable to that of the Assignor.

19.2 If Tenant is a corporation, partnership or other entity and if at any time during the term of this lease the person or persons who own a majority of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of the execution of this lease cease to own a majority of such voting rights or ownership interests (except as a result of transfers by devise or descent), the loss of a majority of such voting rights or ownership interests shall be deemed an assignment of this lease by Tenant and, therefore, subject in all respects to the provisions of Section 19.1 above. The previous sentence shall not apply, however, if at the time of the execution of this lease, Tenant is a corporation and the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market.

19.3 Any assignee or subleases of an interest in and to this lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of the Demised Premises, to have assumed all of the obligations set forth in or arising under this lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Demised Premises.

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19.4 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Landlord's approval has been obtained for such future assignments and sublettings). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this lease, or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rental payable under this lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in the event of an assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or subleases shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind; and upon election by Landlord such rentals shall be paid directly to Landlord as specified in Article IV of this lease (to be applied as a credit and offset to Tenant's rental obligation).

19.5 Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the Demised Premises.

19.6 In the event of the transfer and assignment by Landlord of its interest in this lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XX. SUBORDINATION; ATTORNMENT; ESTOPPELS

20.1 Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Shopping Center or any portion of the Shopping Center which includes the Demised Premises, and to any renewals and extensions thereof. Tenant agrees that any mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this lease; provided, however, notwithstanding that this lease may be (or made to be) superior to a mortgage, deed of trust or other lien, the mortgagee shall not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this instrument with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Shopping Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement that after a foreclosure (or a deed in lieu of foreclosure) the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this lease.

20.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien converting Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this lease, Tenant

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may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time (not less than thirty (30) days) shall thereafter have elapsed without the default having been cured.

20.3 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to party designated by Landlord), which statement shall identify Tenant and this lease, shall certify that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and affect as so modified), confirm that Landlord is not in default as to any obligations of Landlord under this lease (or if Landlord is In default, specifying any default), shall confirm Tenant's agreements contained above in this Article XX, and shall contain such other information or confirmations as Landlord may reasonably require ("**Estoppel**"). Landlord is hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Tenant to execute and deliver any such written statement on Tenant's behalf if Tenant fails to do so within seven (7) days after the delivery of a written request from Landlord to Tenant.

20.4 In addition to the Permitted Exceptions, at Landlord's option, this Lease shall be subordinate to any declaration of restrictive covenants, reciprocal easement or operating agreement entered into (i) between Landlord and any adjacent landowner or (ii) by Landlord and/or the owners of portions of the Shopping Center for the benefit of any current or future owner, tenant or lessee of the Shopping Center, executed to provide for the efficient operation of the Shopping Center, provided that such agreement shall not materially and adversely interfere with Tenant's use of the Demised Premises for the Permitted Use.

ARTICLE XXI. INTENTIONALLY DELETED

ARTICLE XXII. DEFAULT BY TENANT AND REMEDIES

22.1 The following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant shall fail to pay any installment of rental or any other obligation under this lease involving the payment of money and such failure shall continue for a period of five (5) days after written notice thereof to Tenant provided, however, that for each calendar year during which Landlord has already given Tenant one written notice of the failure to pay an installment of rental, no further notice shall be required (i.e., the event of default will automatically occur on the tenth day after the date upon which the rental was due).

(b) Tenant shall fail to comply with any provision of this lease, other than as described in sub-section (a) above, and either shall not cure such failure within fifteen (15) days after written notice thereof to Tenant, or shall cure that particular failure but shall again fail to comply with the same provision of the lease within three (3) months after Landlord's written notice.

(c) Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease thereunder.

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(e) A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this lease.

(f) Tenant shall desert or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premise or at any time prior to the last month of the Lease Term shall remove or attempt to remove, without prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises or upon all or any part of the Shopping Center.

(h) Should Tenant fail to deliver to Landlord an Estoppel within the timeline referenced in Section 20.3 above.

22.2 Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies:

(a) If Tenant fails to cure the default within the applicable period, then, without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the event of default, plus interest on such amount at the maximum contractual rate which could legally be charged in the event of a loan of such amount to Tenant (but in no event to exceed 1½ % per month); and Landlord may pursue a monetary recovery from Tenant. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to install a sign on the front of the Demised Premises within thirty (30) days after the Commencement Date of this lease, or if Tenant fails to open for business as required in this lease or, having opened for business, subsequently deserts or vacates the Demised Premises or otherwise ceases to conduct business in the Demised Premises as required in this lease, then Landlord at its option may seek monetary recovery for the loss of Tenant's anticipated contribution to commerce within the Shopping Center; moreover, Landlord and Tenant further agree that in as much as the exact amount of damages would be difficult to determine, liquidated damages will be due monthly (i) in an amount equal to five percent (5%) of the Minimum Guaranteed Rental payable for that month (i .e., Tenant will pay Minimum Guaranteed Rental equal to one hundred fifteen percent (105%) of the amount specified in Section 1.1 (o) of the lease) if Tenant opens for business but fails to install a sign and (ii) in an amount equal to five percent (5%) of the monthly guaranteed rental payable for the month if Tenant fails to open for business as required in this lease or, having opened for business, subsequently deserts or vacates the Demised Premises or otherwise ceases to conduct business in the Demised Premises as required by this lease (including, but not limited to, failing to comply with the requirements of Section 9.1 of this lease).

(b) If Tenant fails to cure the default within the applicable period, then, without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible at law to ensure performance by Tenant of Tenant's covenants and obligations under this lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open for business as required in this lease or, having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this lease, provided that Landlord uses commercially reasonable efforts to mitigate any damages and relet the premises at fair market value and as otherwise required to mitigate damages as required under this lease; however, if Landlord does, at its sole discretion, elect to relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (b), Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that

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actually collected by Landlord, taking into account Landlord's commercially reasonable efforts to relet and mitigate damages. It is further agreed in this regard that in the event of any default described in subsection (b) of Section 22.1 of this lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in subsection (g) of Section 22.1 of this lease, Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all reasonable costs and expenses incurred in connection with any such action, with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action. As used in this lease, Landlord shall be deemed to have used "commercially reasonable efforts" to mitigate its damages by doing the following: (a) posting a "For Lease" sign on the Demised Premises; (b) advising Landlord's leasing agent of the availability of the Demised Premises; and (c) advising at least one (1) outside commercial brokerage entities of the availability of the Demised Premises; provided, however, that Landlord shall not be obligated to relet the Demised Premises before leasing any other unoccupied portions of the Shopping Center and any other property under the ownership or control of Landlord. If Landlord receives any payments from the reletting of the Demised Premises, and is required to mitigate damages (despite the intent of the parties hereunder), any such payment shall first be applied to any costs or expenses incurred by Landlord as a result of a default by Tenant under this lease.

(c) If Tenant fails to cure the default within the applicable period, then Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender, the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent (including any late charge or interest which may have accrued pursuant to Section 4.6 of this lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this subsection (c), said loss and damage to be determined by either of the following alternative measures of damages:

(i) Until Landlord is able, through commercially reasonable efforts to relet the Demised Premises at fair market value and on reasonable commercial terms, as required to mitigate damages in accordance with this lease, to relet the Demised Premises under terms satisfactory to Landlord, in its sole discretion, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly rentals and other charges provided in this lease. If and after the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the 20th day of each calendar month the difference between the monthly rentals and other charges provided in this lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall first provide written notice to Tenant specifying the deficiency amount, and Tenant shall have a period of thirty (30) days to cure the deficiency. Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in anyway the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly rentals and other charges provided in this lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly rentals and other charges provided in this lease; and any additional excess amounts collected shall be applied to reduce Tenant's total liability under the lease, but Tenant shall have no right to any excess other than the above described credits.

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(ii) Intentionally Deleted.

(d) If Landlord elects to exercise the remedy prescribed in subsection 22.2(b) above, this election shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 22.2(c) above, provided that at the time of such cancellation Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by subsection 22.2(c)(i) above, this election shall in no way prejudice Landlord's right at any time thereafter to demand a final settlement. Each and every right and remedy hereunder shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

22.3 It is expressly agreed that in determining "the monthly rentals and other charges provided in this lease," as that term is used throughout subsections 22.2(b) and 22.2(c) above, there shall be added to the Minimum Guaranteed Rental (as specified in Sections 1.1(o) of this lease) a sum equal to the charges for maintenance of the Common Area (as specified in Sections 1.1(p) and 7.4 of this lease) and the payments for taxes, charges and insurance (as specified in Article VI of this lease).

22.4 It is further agreed that, in addition to payments required pursuant to subsections 22.2(b) and 22.2(c) above, Tenant shall compensate Landlord for all reasonable expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all reasonable expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all reasonable concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Shopping Center) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

22.5 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

22.6 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

22.7 In the event of a default under subsection 22.1(a) above or in the event that any one or more provisions of this Article XXII authorizes Landlord to enter the Demised Premises, Landlord is entitled and is hereby authorized, without any notice to Tenant, to enter upon the Demised Premises by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks on all entry doors of the Demised Premises, thereby permanently excluding Tenant. In such event Landlord shall not be obligated to place any written notice on the Demised Premises explaining Landlord's action; moreover, if a reason for Landlord's action is the failure of Tenant to pay any one or more rentals when due pursuant to this lease, Landlord shall not be required to provide the new key (if any) to Tenant until and unless all rental defaults of Tenant have been fully cured.

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22.8 Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.1(r) above, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease. Tenant agrees that such deposit may be commingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default thereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this lease (subject to the provisions of Section 19.6 above).

22.9 In the event of any default described in subsection (d) of Section 22.1 of this lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that the Landlord must be provided with adequate assurances (i) of the source of rent and other consideration due under this lease, (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this lease; (iii) that any percentage rent due under this lease will not decline substantially; (iv) that any assumption or assignment is subject to all of the provisions of this lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other lease, financing agreement or other agreement relating to the Shopping Center; and (v) that any assumption or assignment will not disrupt any tenant mix or balance in the Shopping Center.

(a) In order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this lease is effective: (i) all defaults under subsection (a) of Section 22.1 of this lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 22.1 of this lease other than under subsection (d) of Section 22.1 must be cured within fifteen (15) days after the date of assumption; (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) must be paid to Landlord within ten (10) days after the date of assumption; and (iv) Landlord must receive within ten (10) days after the date of assumption a security deposit in the amount of six (6) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption) and an advance prepayment of minimum guaranteed rent in the amount of three (3) months minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption), both sums to be held by Landlord in accordance with Section 22.8 above and deemed to be rent under this lease for the purposes of the Bankruptcy Code as amended and from time to time in effect.

(b) In the event this lease is assumed in accordance with the requirements of the Bankruptcy Code and this lease, and is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be provided with (i) a financial statement of the proposed assignee prepared in accordance with generally accepted accounting principles consistently applied, though on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgement, to assure the future performance by the proposed assignee of Tenant's obligations under this lease; or (ii) a written guaranty by one or more guarantors with financial ability sufficient to assure the future performance of Tenant's obligations under this lease, such guaranty to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this lease.

22.10 No agreement except a surrender of the Demised Premises and no act or omission by Landlord or Landlord's agent during the term shall constitute an acceptance or surrender of the Demised Premises unless

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made in writing and signed by Landlord. No reentry or taking possession of the Demised Premises by Landlord shall constitute an election by Landlord to terminate this lease unless a written notice of such intention is given to Tenant.

22.11 In the event, and only in the event, that applicable law requires Landlord to attempt to mitigate damages, for purposes of this Article XXII, Landlord and Tenant agree that any Landlord's duty to mitigate shall be satisfied and Landlord shall be deemed to have used objectively reasonable efforts to fill the Demised Premises by doing the following: (a) posting a "For Lease" sign on the Demised Premises; (b) advising Landlord's leasing agent of the availability of the Demised Premises; and (c) advising at least one (1) outside commercial brokerage entities of the availability of the Demised Premises; provided, however, that Landlord shall not be obligated to relet the Demised Premises before leasing any other unoccupied portions of the Shopping Center and any other property under the ownership or control of Landlord. If Landlord receives any payments from the reletting of the Demised Premises, and is required to mitigate damages (despite the intent of the parties hereunder), any such payment shall first be applied to any costs or expenses incurred by Landlord as a result of a default by Tenant under this lease.

22.12 Repetitive Default: Should Tenant be in default for the same material cause three (3) or more times during the Lease Term, regardless of whether Tenant has cured previous defaults, Landlord may elect to terminate this Lease and whether or not this Lease is terminated, re-enter the Leased Premises and take possession thereof, and remove all persons therefrom, without liability therefore, and Tenant shall have no further claim therein or hereunder.

ARTICLE XXIII. LANDLORD'S CONTRACTUAL SECURITY INTEREST

23.1 In addition to the statutory Landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment. fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least five (5) days before the time of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above described Demised Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Tenant hereby agrees that a carbon, photographic or other reproduction of this lease shall be

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sufficient to constitute a financing statement. Tenant nevertheless agrees that upon request by Landlord, Tenant agrees that it will execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the state in which the property is located, as well as any other state the laws of which Landlord may at any time consider to be applicable; moreover Landlord is hereby irrevocably vested with a power of attorney from Tenant to execute any and all such financing statements on behalf of Tenant.

23.2 Notwithstanding Section 23.1, Landlord agrees that it will subordinate its security interest and landlord's lien to the security interest of Tenant's supplier or institutional financial source for as long as the rental account of Tenant under this lease is current (or is brought current) and the lender is a bona fide third party institutional lender or otherwise approved by Landlord, provided that Landlord approves the transaction as being reasonably necessary for Tenant's operations at the Demised Premises, and further provided that the subordination must be limited to a specified transaction and specified items of the fixtures, equipment or inventory involved in the transaction.

ARTICLE XXIV. HOLDING OVER

24.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month at a rental equal to the rental herein provided plus fifty percent (50%) of such amount otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed as to extend the Term or prevent Landlord from immediate recovery of possession of the Demised Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to perform improvements or deliver possession of the Demised Premises to a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Demised Premises within seven (7) days after Landlord notifies Tenant of Landlord's inability to perform improvements or deliver possession, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover. Notwithstanding anything herein to the contrary, pursuant to Section 91.001(c) of the Texas Property Code, Landlord and Tenant specifically agree that no notice to terminate Tenant's tenancy hereunder will be required from and after the expiration of the Term of this Lease under Section 91.001 or Section 24.005 of the Texas Property Code before Landlord files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period (if any) hereof; and any sublease hereunder shall not be approved unless it also contains a specific comparable waiver by the subtenant thereunder. The provisions of this Section 24.1 shall survive the expiration or earlier termination of this Lease.

ARTICLE XXV. NOTICES

25.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.1 above (or at Landlord's option, to Tenant at the Demised Premises), or at such other addresses as they have theretofore specified by written notice.

25.2 If and when included within the term **"Landlord"** as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term **"Tenant"** as used in this instrument there are more than one

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person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE XXVI. COMMISSIONS; ADVICE FROM AGENT

26.1 Landlord and Tenant each hereby represents and warrants to the other that it has had no dealings related to this Lease with any broker or agent other than Agent, as defined in Section 1.1(g) (who represents the Landlord only) and Cooperating Agent, as defined in Section 1.1(h) (who represents the Tenant only) (collectively, the "**Brokers**"). Each party agrees to defend, indemnify, hold harmless and defend the other from all liability arising from any other claim for a commission or finder's fee arising from acts of said party with the exception of the Brokers or a breach of the foregoing representation. Landlord shall pay to Agent, a commission for negotiating this lease, in accordance with a separate agreement between Landlord and Agent. Pursuant to a separate agreement between Agent and Cooperating Agent, Agent shall pay directly to any Cooperating Agent a portion of the commission paid to Agent by Landlord. Landlord shall not be responsible for the payment of any commission directly to any Cooperating Agent.

26.2 Tenant hereby represents and warrants to Landlord that it has had no dealings related to this Lease with any broker or agent other than Agent and Cooperating Agent. Tenant agrees to indemnify and hold the Landlord's Related Parties harmless from any claims, costs or expenses arising due to Tenant's breach of the foregoing representation.

ARTICLE XXVII. REGULATIONS

27.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules directives and regulations (collectively referred to hereinafter as the **"Regulations"**) and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises or the Shopping Center, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, toxic or otherwise hazardous substances, and conduct of business. Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would adversely affect the environment, or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Shopping Center or the Demised Premises pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers or other invitees pursuant to same.

ARTICLE XXVIII. MISCELLANEOUS

28.1 Nothing in this lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

28.2 Tenant shall not for any reason withhold or reduce Tenant's required payment of rentals and other charges provided in this lease, it being agreed that the obligations of Landlord under this lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this lease or at law; however, as contemplated in Texas Rule of Civil Procedure 174(b), as amended from time to

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time, at the direction of Landlord, Tenant's claims in this regard shall be litigated in proceedings different from any litigation involving rental claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consideration, counterclaim or offset as to the claims asserted by the other party).

28.3 Notwithstanding anything herein to the contrary, Landlord shall in no event be liable to Tenant for any indirect, consequential or punitive damages or any claim for loss of profits, and no personal liability of any kind or character whatsoever now attaches or at any time hereafter under any conditions shall attach to Landlord or any partners, members, officers, directors, or shareholders of Landlord as applicable for payment of any amounts due under this Lease or for the performance of any obligation under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against the interest of Landlord in and to the Center, it being understood that in no event shall a judgment for any deficiency or monetary claim be sought, obtained or enforced against any partner, officer, director or shareholder of Landlord as applicable. Tenant shall not for any reason withhold or reduce Tenant's required payments of rents and other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights expressly granted it under this Lease or at law; however, as contemplated in Rule 174(b) of the Texas Rules of Civil Procedure (as such may be amended from time to time), at the direction of Landlord, Tenant's claims in this regard will be litigated in proceedings different from any litigation involving rent claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consideration, counterclaim or offset as to the claims asserted by the other party). TENANT HEREBY WAIVES ITS STATUTORY LIEN UNDER SECTION 91.004 OF THE TEXAS PROPERTY CODE.

28.4 In all circumstances under this lease where the prior consent of one party (the **"consenting party"**), whether it be Landlord or Tenant, is required before the other party (the **"requesting party"**) is authorized to take any particular type of action, such consent shall not be withheld in a wholly unreasonable and arbitrary manner; however, the requesting party agrees that its exclusive remedy if it believes that consent has been withheld improperly (including, but not limited to, consent required from Landlord pursuant to Section 9.2 or Section 19.1) shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the consenting party refuses to comply with a court order or judgment requiring it to grant its consent).

28.5 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

28.6 Force Majeure Event. In the event that either party shall be unavoidably prevented or unavoidably delayed from the performance of any work, service or other acts required to be performed by such party under this Lease, and such unavoidable prevention or unavoidable delay is caused by washouts; explosions; earthquakes; fire; storms; shortages in labor and materials; weather (including wet grounds or inclement weather which prevents construction); strikes; lockouts; acts of God; governmental acts; enemy acts; civil commotion; other casualty; novel epidemic or pandemic that results in then-active community-wide quarantine, curfew, lockdown or other restriction against, or limitation of, public or private gatherings or events (including, without limitation, those that prevent employees or contractors from working in public or private spaces) imposed or mandated by governmental or quasi-governmental entities with binding authority (collectively, "**Pandemic**"); or other causes of a like nature beyond the control of, and without the fault or negligence of, the party so prevented or delayed from performance (collectively, "**Force Majeure Delay**"), then performance of such work, service or other act shall be deferred during the period of such prevention or

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delay. In no event shall any closures due to Pandemics that prevent Tenant's ability to operate in the Leased Premises for the Permitted Use constitute abandonment under the terms of this Lease. Provided, however, that the party claiming a Force Majeure Delay must give written notice of such event to the other party, promptly after the Force Majeure Delay occurred in order to claim any benefit under this Section 28.6.

The terms "unavoidable prevention or unavoidable delay" or "unavoidably prevented or unavoidably delayed" as used in this Section 28.6 shall mean that a party's performance (at any time) or timely performance, as applicable, was rendered impossible or commercially impracticable due to one or more of the events or circumstances described above. Performance (at any time) or timely performance, as applicable, shall be considered impossible or commercially impracticable only if (i) the non-performing party's failure to perform (at any time) or timely perform, as applicable, was beyond the control of, and not the result of the fault or negligence of, the non-performing party, and (ii) the event or circumstance resulting in the non-performing party's failure to perform (at any time) or timely perform, as applicable, could not reasonably have been avoided or overcome despite the non-performing party's best efforts. The provisions of this Section 28.6 shall not operate to defer or relieve Tenant's obligation to pay Rent and/or Tenant's proportionate share of Common Area costs and expenses, real estate charges, insurance expenses and other applicable costs described in this Lease.

28.7 If any provision of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

28.8 If this lease is in fact a sublease, Tenant accepts this lease subject to all of the terms and conditions of the underlying lease under which Landlord holds the Shopping Center as lessee. Tenant covenants that it will do no act or thing which would constitute a violation by Landlord of its obligation under such underlying lease; provided, however, that Tenant's agreement in this regard is premised on Landlord's assurances to the effect that the terms of this lease do not violate such underlying lease.

28.9 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the lease. Venue for any action under this lease shall be the county in which rentals are due pursuant to Section 4.1 and Section 1.1 of this lease.

28.10 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

28.11 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

28.12 The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

28.13 This lease contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this lease. No brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

28.14 LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY ARE NOT RELYING UPON ANY BROCHURE, RENDERING, INFORMATION, REPRESENTATION OR PROMISE OF THE OTHER.

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28.15 This lease consists of twenty-eight articles and **Exhibits "A" through "G-2"**. With the exception of Article VII, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of the lease, the provision as set forth in the exhibit or other attached page shall be deemed to control.

28.16 USA Patriot Act.

(a) As of the date of this Lease, Tenant is and, at all times during the term of this Lease shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, that constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 et seq. and any amendments or successors thereto and any applicable regulations promulgated thereunder ("**Anti-Money Laundering Regulations**").

(b) Tenant represents and warrants that: (i) neither it, nor any of its owners, officers, directors, members, managers, partners or employees, is named as a "**Specially Designated National and Blocked Person**" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (ii) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (iii) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "**Specially Designated National and Blocked Person**," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (iv) it did not engage in this Lease directly or indirectly on behalf of, or facilitating this Lease directly or indirectly on behalf of, any such person, group, entity or nation. Tenant covenants and agrees that: (i) neither it, nor any of its owners, officers, directors, members, managers, partners or employees, will become named as a "**Specially Designated National and Blocked Person**" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (ii) no funds will be used to make any payments due under this Lease which were obtained directly or indirectly from a Specially Designated National and Blocked Person or otherwise derived from a country that is subject to a United States Embargo, is or will become named a Specially Designated National and Blocked Person. In the event that Tenant is a publicly-traded company whose shares are listed on a national stock exchange, the foregoing representations, warranties, covenants, and agreements shall not apply to shareholders of Tenant.

(c) Tenant acknowledges that it understands and has been advised by legal counsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 et seq., the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 et seq.

Tenant covenants and agrees to immediately notify Landlord upon receipt of any information indicating violation of the laws, regulations and executive order listed in this Section or if Tenant or any officer, director, member, manager, employee, or owner of Tenant is custodially detained on charges relating to money laundering, whereupon Landlord shall be entitled to take all actions necessary so that Landlord is in compliance with all Anti-Money Laundering Regulations, and any such violation or breach of this Section shall be deemed to be Events of Default hereunder.

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28.17 **DTPA INAPPLICABLE. TENANT HEREBY REPRESENTS AND WARRANTS, AND ACKNOWLEDGES THAT (i) TENANT IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS LEASE AND (ii) THE DEMISED REMISES WHICH ARE THE SUBJECT OF THIS LEASE ARE NOT A FAMILY RESIDENCE OCCUPIED OR TO BE OCCUPIED AS TENANT'S RESIDENCE. LANDLORD IS RELYING ON SUCH REPRESENTATION AND WARRANTY IN ORDER TO ESTABLISH THE INAPPLICABILITY OF THE TEXAS BUSINESS AND COMMERCE CODE, SECTION 17.41 ET. SEQ. TO THIS LEASE.**

28.18 WAIVER OF JURY TRIAL. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED UNDER, IN RELATION TO, ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THIS LEASE, WHETHER CONTRACTUAL, STATUTORY, AT LAW OR AT EQUITY INVOLVING LANDLORD AND TENANT, LANDLORD AND TENANT HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY. LANDLORD AND TENANT HEREBY ACKNOWLEDGE AND AGREE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS AND HAS BEEN SPECIFICALLY BARGAINED FOR BY LANDLORD AND TENANT, AND LANDLORD AND TENANT KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT REPRESENT THAT EACH PARTY HAS READ THIS WAIVER OF JURY TRIAL, HAD AN OPPORTUNITY TO DISCUSS SUCH WAIVER OF JURY TRIAL WITH AN ATTORNEY AND KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTERED INTO THIS PROVISION. LANDLORD AND TENANT EACH ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER OF JURY TRIAL. THIS WAIVER OF JURY TRIAL HAS BEEN BARGAINED FOR BETWEEN LANDLORD AND TENANT, AND IF TENANT REQUIRED LANDLORD TO AGREE TO A JURY TRIAL, THE TERMS, CONDITIONS AND ECONOMICS OF THIS LEASE BETWEEN THE PARTIES WOULD HAVE BEEN AFFECTED AND WOULD HAVE REQUIRED A SIGNIFICANT INCREASE IN MINIMUM RENT AND IN CONSIDERATION THEREFOR, TENANT HAS AGREED TO THIS WAIVER OF JURY TRIAL. This Section shall survive the expiration or termination of this Lease.

28.19 NO SECURITY OBLIGATION. TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD HAS NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE SHOPPING CENTER, INCLUDING WITHOUT LIMITATION THE DEMISED PREMISES AND THE COMMON AREA, AND TENANT HAS ASSUMED SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF, ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, VISITORS, INVITEES, LICENSEES, SUBTENANTS AND CONCESSIONAIRES AND THEIR RESPECTIVE PROPERTY, IN, ON OR ABOUT THE SHOPPING CENTER, INCLUDING WITHOUT LIMITATION THE DEMISED PREMISES AND THE COMMON AREA. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT LANDLORD ELECTS TO PROVIDE ANY SECURITY, LANDLORD IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT AND THAT TENANT IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LANDLORD SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF, PERSONAL INJURY OR PROPERTY DAMAGE IN, ON OR AROUND THE SHOPPING CENTER.

28.20 **CONFIDENTIALITY.** Tenant agrees that it shall not, without the prior written consent of Landlord, make any public announcement about this lease or of any of the terms, conditions, or provisions hereof, including without limitation, the Rent, the Environmental Report (if any), or the results of any

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inspection, test, survey, or study conducted by Tenant pursuant to this lease. Tenant and Landlord shall not disclose any of the information contained in this Lease or any document obtained by Landlord or Tenant in connection with this lease to any third party except such party's counsel, consultants, lenders, and other advisors engaged to help such party in connection with the lease of the Premises pursuant to this lease (collectively, the "**Permitted Parties**"), on a need-to-know basis, provided such Permitted Parties are advised of the confidentiality and nondisclosure obligations of such party and agree to be bound thereby. Tenant agrees to indemnify and hold Landlord harmless from and against any loss, injury, damage, claim, lien, cost or expenses, including attorneys' fees, arising from a breach of the foregoing confidentiality agreement. The covenants set forth in this Section 28.21 shall survive the termination or expiration of this lease.

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Signature Page Follows]

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EXECUTED as of the latest date accompanying a signature by Landlord or Tenant below (the "Effective Date").

LANDLORD:

Buffalo Heights-Cibolo Developers, LTD.,
a Texas limited partnership

By: Buffalo Heights-Cibolo GP, LLC,
a Texas limited liability company

Its: General Partner

Signed by:
By: Benjamin Dreszer
15B08E9485814...
Name: Benjamin Dreszer
Title: Manager
Date of Signature: 1/10/2025

TENANT:

RCT Capital I LLC,
a Texas limited liability company

DocuSigned by:
By:
9A5B0C6A3EA4AC...
Printed Name: Jacob Tompkins
Title: Partner
Date of Signature: 1/9/2025
Taxpayer ID / Soc. Sec. No. 458518211

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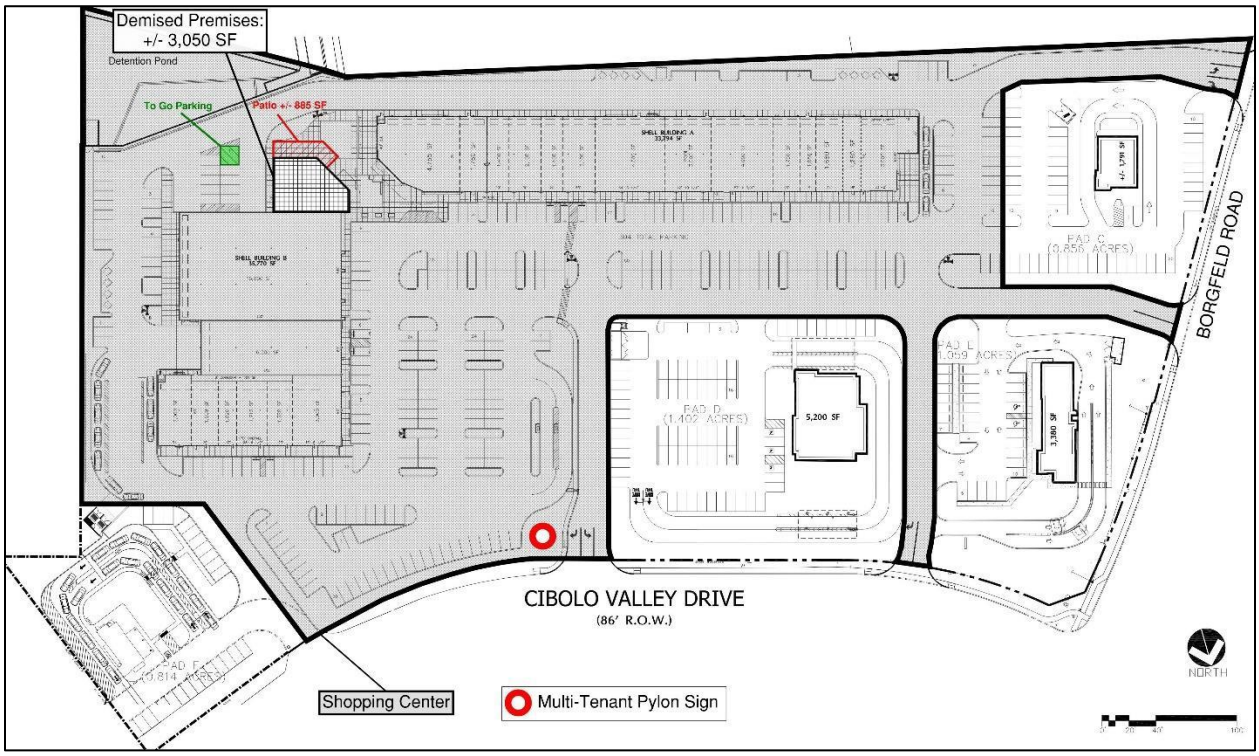
EXHIBIT "A"

SITE PLAN



This Site Plan is attached to this lease solely for the purpose of identifying the approximate location of the Demised Premises and the Shopping Center, and no representation, warranty, or covenant is to be implied by any other information shown on this Site Plan (i.e. any information as to buildings, site dimensions, access and parking areas, common areas, tenant locations and identities, all of which are subject to change at Landlord's discretion at any time.

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EXHIBIT "A-1"

SHOPPING CENTER LEGAL DESCRIPTION

Lots 4 and 901, Block 3, Buffalo Heights, a subdivision in Guadalupe County, Texas, according to the plat recorded in Volume 9, Pages 753-754, Official Public Records, Guadalupe County, Texas.

DESCRIPTION of LEASED PREMISES

The storeroom in the City of Cibolo County of Guadalupe State of Texas as defined as suite 170 containing approximately 3,050 square feet of floor area. The approximate location of the Demised Premises is crosshatched and labeled (or otherwise identified) on Exhibit "A".

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EXHIBIT "B"

CONSTRUCTION RIDER

A. LANDLORD'S WORK

a. The Demised Premises shall be delivered in its "AS IS, WHERE IS" condition without any representations or warranties except as expressly set forth in the Lease, if any, and any and all construction and finish-out shall be at Tenant's sole expense. A general description of the current condition of the Demised Premises (subjected to field verification by Tenant) is attached hereto as Exhibit "B-1".

b. Landlord shall construct a wooden fence behind the central patio for the Shopping Center to block the view of the industrial yard (the "**Wooden Fence**"). Tenant shall be responsible for the lesser of 40% of the actual costs to construct the Wooden Fence or ten thousand ($10,000.00) dollars ("**Tenant's Fence Contribution**"). Landlord shall deduct Tenant's Contribution from the Construction Allowance amount outlined in Section I of this Exhibit "B".

B. TENANT'S WORK

Tenant at Tenant's sole cost and expense (subject to the Construction Allowance (if any) below) shall perform all work (the "**Tenant's Work**"), other than Landlord's Work, set forth in this Exhibit to put the Demised Premises in a condition to permit Tenant to conduct its business therein. The cost of any work performed by Landlord's contractor at Tenant's expense shall become due and payable prior to commencement of such work. Tenant's Work shall be performed in strict accordance with the provisions of the Lease and Exhibits thereto.

a. APPROVAL OF TENANT'S WORKING DRAWINGS:

1. Tenant shall within sixty (60) days from the Effective Date of the Lease, at Tenant's expense, prepare and deliver to Landlord, and Landlord's architect for approval, two sets of complete plans and specifications, (including all HVAC, plumbing, fire protection and electrical engineering as well as structural engineering, if applicable) covering all of Tenant's Work concerning the Demised Premises ("**Tenant's Working Drawings**"), in such detail as Landlord may require, in full compliance with the Lease and the Exhibits attached thereto, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer.

2. Landlord shall have ten (10) days to review and approve Tenant's Working Drawings. In the event that Landlord shall notify Tenant that Tenant's Working Drawings are not approved (such approval not to be unreasonably withheld, delayed, or conditioned or denied), Tenant shall have fifteen (15) days from the date of Landlord's disapproval to revise Tenant's Working Drawings and resubmit them to Landlord for Landlord's approval. If Tenant's Working Drawings as resubmitted to Landlord are disapproved, Tenant shall have ten (10) days from the date of Landlord's disapproval to revise Tenant's Working Drawings and resubmit them to Landlord, and Landlord shall have then (10) days to review and approve the same. This process shall be repeated until the Tenant's Working

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Drawings are agreed upon by Landlord and Tenant. Upon approval by Landlord, Tenant's Working Drawings will be deemed to be the "**Final Working Drawings".** Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which materially deviates from or materially modifies in any way the Final Working Drawings or any work not explicitly shown on the Final Working Drawings.

b. CRITERIA, JURISDICTION AND CODES:

1. The criteria and outline specifications set forth herein represent minimum standards for design, construction, finish and operations of the Demised Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.

2. The Shopping Center is being developed in and under the jurisdiction of the City of Cibolo and the State of Texas. All design and construction work shall comply with all applicable statues, ordinances, rules, regulations and codes of the aforementioned jurisdictions, and all other applicable regulations and requirements of the Landlord's fire insurance carriers, the requirements of any company or governmental body supplying utilities or services, all applicable federal building and safety orders, statues, ordinances, rules, regulations and codes, the requirements and regulations of any environmental protection agency, fire protection district, or quasi-governmental authority having jurisdiction over this retail development.

c. PERMITS, FEES AND APPROVALS:

1. Upon Landlord approval of the Final Working Drawings, prior to commencement of construction by Tenant, Tenant shall within five (5) business days of Landlord approval apply for and diligently pursue obtaining, at Tenant's expense, all necessary permits and approvals (including Tenant's signage) (**"Tenant's Permitting Submittal"**) and post same upon the Demised Premises as required thereby with a copy of the permit forwarded to Landlord. Tenant shall be allowed a ninety (90) day contingency period (the "**Permit Contingency Period**") following Tenant's Permitting Submittal to obtain from the applicable governmental authorities its building permit, so long as Tenant is diligently pursuing its necessary building permits and adheres to all submittal dates outlined in Exhibit "B" of the Lease. If at least ten (10) days prior to the Permit Contingency Period, Tenant provides Landlord with written notice of its inability to obtain the building permit, and provides Landlord with documentation reasonably acceptable to Landlord substantiating Tenant's diligent efforts to pursue and obtain the same, Tenant shall have the right to extend the Permit Contingency Period for an additional thirty (30) day period. Should Tenant's Permit Contingency Period expire prior to Tenant obtaining its building permit, Landlord shall have the right to extend the Permit Contingency Period and pursue Tenant's permit on Tenant's behalf with Tenant's full cooperation, at Tenant's cost, for up to sixty (60) days. If Tenant or Landlord fail to obtain Tenant's building permit prior to the expiration of the Permit Contingency Period (as may be extended), either Landlord or Tenant may terminate this Lease upon written notice to the other party following the expiration of the Permit Contingency Period (provided Tenant's building permit has not yet been obtained). Notwithstanding anything contained herein to the contrary, Tenant's

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building permit shall be deemed obtained by Tenant once the building permit becomes ready for issuance pending the payment of any outstanding fees to the applicable governmental authorities.

2. Tenant must use Landlord's Structural Engineer to review and inspect all structural work to the demised premises including but not limited to all concrete slab trenching and rebar and concrete replacement.

3. Tenant shall be required to obtain a certificate of occupancy (CO) prior to opening the Demised Premises for business.

4. Tenant shall be solely responsible for the payment of all costs associated with compliance and requirements of the Texas Department of Licensing and Regulation ("**TDLR**") – Code Review and Inspections Division – Architectural Barriers Program and Texas Accessibility Standards ("**TAS**") review and inspection. Said costs include but are not limited to the cost of TDLR and TAS inspection and filing fees. Tenant shall be required to use Martin Consulting, LLC. Doug Martin can be reached at 210-912-3779. Notwithstanding the foregoing, Landlord shall be responsible for ensuring that the exterior portions of the Shopping Center comply with all applicable ADA regulations.

5. No construction within the Demised Premises may commence without Landlord's written approval.

d. ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK:

1. Design Loads: Loading imposed by any Tenant's Work on a temporary or permanent basis shall not exceed allowable live loads outlined in Landlord's building shell structural drawings and/or structural requirements provided by Landlord's structural engineer. Tenant shall not make any installation whatsoever on the roof above the Demised Premises or any other portion of the roof of the Shopping Center without Landlord's prior written authorization.

2. Standard Project Details, as issued from time to time by Landlord's architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into Tenant's Final Working Drawings for the Demised Premises.

3. Industry standard materials used at other Class A shopping centers shall be used in the performance of Tenant's Work.

4. All electrical work must be in rigid conduit. MC cable acceptable as or in lieu of rigid conduit.

5. Architectural work and finishes to be provided by Tenant.

6. Tenant to provide all insulation or other requirements to meet city regulations including continuous, full height rigid R5.7 insulation at inside face of exterior concrete walls.

7. Tenant shall provide a 6" concrete curb at all kitchen/wet areas and provide continuous

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5/8" Cementitious Sheeting for 18" along all wet areas.

e. APPROVAL OF FINAL WORKING DRAWINGS; COMMENCEMENT OF CONSTRUCTION:

1. The Final Working Drawings are to include the Construction Rules & Regulations and Construction Minimum Specifications (attached to the Lease as Exhibits "B-2" & "B-3" respectively), and are expressly subject to Landlord's prior written approval.

2. Landlord and Tenant agree to diligently pursue the approval of the Final Working Drawings and they agree to do so in good faith, with neither party unreasonably withholding or delaying any such approvals. Such approval must be manifested by both parties initialing such drawings. Note: The exact size of the Demised Premises will be determined by the Final Working Drawings. All sums payable under the Lease will be adjusted accordingly.

3. Contemporaneously with the approval of such Final Working Drawings, Tenant agrees to execute the Construction Rules and Regulations, and Tenant Finish-out Minimum Specifications, utilizing the forms attached to the Lease as Exhibits "B-2", and "B-3" respectively.

4. Upon approval of the Final Working Drawings by both Landlord and Tenant, and upon the buildings of which the Demised Premises are apart being completed to such a degree to permit Tenant to construct the Tenant improvements, Tenant agrees to commence construction of the Tenant improvements and thereafter to diligently pursue the completion of the construction of Tenant's Work, which Tenant's Work shall be completed in accordance with the Final Working Drawings. All work not included in the Final Working Drawings, if any, must be approved by Landlord in writing, whose timely approval shall not be unreasonably withheld, conditioned or delayed. Prior to commencing construction, Tenant shall submit to Landlord a copy of Tenant's construction contract with its contractor and a detailed line item budget for the completion of Tenant's Work together with a complete list of all contractors and subcontractors (including addresses and telephone numbers) for Landlord's approval. All contractors and subcontractors must be approved in writing by Landlord prior to Tenant commencing construction of Tenant's Work within the Demised Premises.

5. Tenant shall cause Tenant's Work to be completed in accordance with the Final Working Drawings within one hundred eighty (180) days following the earlier to occur of i) Tenant's receipt of its building permit, or ii) expiration of the Permit Contingency Period. If the Tenant, for any reason, fails or refuses to complete construction and open for business within such period then, in addition to all other rights and remedies provided in the Lease, Landlord shall have the right to terminate the Lease by giving written notice to Tenant of such termination. Upon termination of the Lease pursuant to the terms of this Paragraph C, (i) Tenant shall immediately vacate and relinquish possession of the Demised Premises to Landlord, (ii) all obligations of the parties to this Lease shall cease except as may be specifically provided to the contrary in the Lease or in this **Exhibit "B"**, (iii) Tenant's right to the Construction Allowance provided under Paragraph I hereof shall terminate and

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Tenant shall have no further right or claim against Landlord on account of improvements, if any, constructed by Tenant or caused to have been constructed by Tenant at the Demised Premises, and (iv) Landlord shall have the right to retain Tenant's Security Deposit and the Prepaid Rent as liquidated damages, which amount has been agreed upon by Landlord and Tenant because of the difficulty and uncertainty of determining the damages Landlord will sustain as a result of delay and administrative expenses incurred by Landlord.

C. Tenant shall cause each of Tenant's contractors performing Tenant's Work to guarantee and warrant, in writing, that the work done by it shall be free from any defects in workmanship and materials for a period of not less than one year from the date of its completion and acceptance by Landlord thereof. All such warranties or guaranties with respect to Tenant's Work shall be contained in the applicable contract or subcontract, and shall provide that such guaranties or warranties shall inure to the benefit of both Landlord and Tenant shall provide Landlord with such contracts or other evidence of warranties or guaranties as Landlord may desire, from time to time, Tenant covenants to give Landlord any assignment or other assurance necessary to effect such right of direct enforcement.

D. With respect to labor performed or materials furnished by or on behalf of Tenant at the Demised Premises, the following shall apply: all such labor shall be performed and materials furnished at Tenant's own cost, expense, and risk. Labor and materials used in the installation of Tenant's equipment, fixtures, and furnishings, and in any other Tenant's Work at the Demised Premises performed by Tenant, will be subject to Landlord's prior written approval, including without limitation, approval by Landlord of Tenant's general contractor. Any such approval by Landlord of Tenant's labor shall constitute a license authorizing Tenant to permit such labor to enter upon the Shopping Center and the Demised Premises prior to the Commencement Date; however, such license is conditioned upon Tenant's labor working in harmony with and not interfering with either Landlord's or the other tenant's labor, mechanics, contractors or subcontractors. Accordingly, if at any time, Tenant's labor shall cause disharmony or interference with Landlord's or other tenant's labor, mechanics, contractors or subcontractors, the license granted herein may be withdrawn by Landlord and Landlord may remove Tenant's labor, mechanics, contractors and subcontractors from the Demised Premises and the Shopping Center. With respect to any contract for labor or materials, Tenant shall act as principal and not as an agent of Landlord. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD THE LANDLORD'S RELATED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (EACH AS DEFINED IN SECTION 16.3 OF THIS LEASE) ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LABORERS, MECHANICS, MATERIALMEN OR INVITEES OR ARISING OUT OF OR RESULTING FROM ANY DEATH, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING OR ALLEGED TO HAVE OCCURRED INCIDENT TO TENANT'S WORK. THE IMMEDIATELY PRECEDING SENTENCE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE** All of Tenant's construction at the Demised Premises shall be performed in a good and workmanlike manner satisfactory to Landlord's architect, construction manager and/or agent and in accordance with applicable laws, building codes, regulations and all other legal requirements, and with the Construction Rules implemented by Landlord for the Shopping Center from time to time, and shall not interfere with or delay any work being done by Landlord or Landlord's contractor. Unless otherwise approved in writing by Landlord, Tenant shall perform its construction of the Demised Premises only during the normal working hours of the building trades involved.

E. Tenant shall not allow the Demised Premises or the Shopping Center to suffer any lien to be filed against it. With respect to any contract for labor or materials, Tenant acts as principal and not as the agent of Landlord. Tenant shall, at the request of Landlord, cause its general contractor to furnish a

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payment and performance bond in a form and with a company acceptable to Landlord securing the faithful performance of Tenant's Work. Landlord expressly disclaims liability for the cost of Tenant's Work, including but not limited to labor performed or materials furnished at the request, or for the benefit, of Tenant. If, because of any actual or alleged negligence, act or omission of Tenant, any lien, affidavit, charge or order for the payment of money shall be filed against Landlord, the Shopping Center, the Demised Premises, or any portion thereof or interest therein, whether or not same is valid or enforceable, Tenant shall, at its sole cost and expense, cause same to be discharged of record by payment, bonding or otherwise, at the option of Landlord, no later than fifteen (15) days after notice to Tenant of the filing thereof; and in the event Tenant fails or refuses to discharge same within such time, Landlord may, but shall not be obligated to, discharge same and Tenant shall pay to Landlord all amounts required to discharge same within ten (10) days of receipt of Landlord's statement of such amounts. The provisions of this paragraph shall survive the termination or expiration of the Lease.

F. **TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD'S RELATED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS (EACH AS DEFINED IN SECTION 16.3 OF THIS LEASE) ARISING OUT OF OR RESULTING FROM ANY AND ALL CONSTRUCTION AND DECORATING WORK PROVIDED AT THE REQUEST, OR FOR THE BENEFIT, OF TENANT. The provisions of this paragraph shall survive the termination or expiration of the Lease.**

G. No work is to be done at the Demised Premises or the Shopping Center that will affect the appearance or use of such without the prior written approval of the Landlord.

H. No work is to be done at the Demised Premises or the Shopping Center that will diminish the structural integrity of the improvements located thereon.

I. Landlord has agreed to pay to Tenant a Construction Allowance for Tenant's actual and documented construction work in the amount of up to **$198,250.00 ($65.00 PSF)** less Tenant's Fence Contribution, to be used solely and exclusively to pay for Tenant's leasehold improvements and fixtures that are described as Tenant's Work herein; provided, however, that notwithstanding anything contained in this **Exhibit "B"** or in the Lease to the contrary, Landlord shall pay the Construction Allowance to Tenant within forty-five (45) days after all of the provisions of this Paragraph I have been satisfied. In addition, it shall be an event of default by Tenant under the Lease if Tenant fails or refuses to comply with any or all of the provisions of this Paragraph I. In the event that the cost and expense of Tenant's Work exceeds the amount of the Construction Allowance, Tenant shall nonetheless complete Tenant's Work in accordance with the terms of the Lease and this Exhibit and shall be solely responsible for and shall pay any and all such excess costs and expenses promptly as they become due.

1. Prior to starting construction, Tenant shall submit Tenant's plans and specifications for Landlord's approval, in accordance with the terms and conditions of this **Exhibit "B"**.

2. Prior to starting construction, Tenant shall submit to Landlord a copy of Tenant's construction contract with its contractor and a detailed line item budget for Tenant's Work.

3. Prior to starting construction, Tenant's general contractor shall submit evidence satisfactory to Landlord of its general contractor's insurance in form and with coverage limits acceptable to Landlord in its sole discretion.

4. Prior to starting construction, Tenant shall submit a copy of all required building permits to Landlord.

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5. Tenant shall execute Landlord's standard acceptance of Demised Premises letter.

6. Tenant shall submit an affidavit regarding all contractors, subcontractors, and materialmen who may have a claim to the Demised Premises, in compliance with the form attached hereto (the "Tenant's Affidavit").

7. Tenant shall complete all Tenant's Work in accordance with the Plans and Tenant's architect shall certify the completion in writing using AIA Form G704 Certificate of Substantial Completion.

8. Tenant shall obtain all building permits and furnish Landlord with copies of the occupancy certificate.

9. Tenant shall open for business to the public in accordance with Section 9.1 of the Lease.

10. Tenant shall furnish to Landlord final, unconditional lien releases in compliance with Chapter 53 of the Texas Property Code from all contractors and subcontractors listed on the Affidavit of Contractors, Subcontractors, and Materialmen.

11. There shall be no event of default by Tenant under the Lease.

12. Tenant shall cooperate with Landlord's agent and lender's right to inspect and approve Tenant's Work.

13. Tenant shall execute Landlord's standard estoppel certificate.

14. Tenant shall submit the Tenant Draw Request in the form attached hereto, including:

a) Draw Request Form
b) Affidavit of Contractors, Subcontractors, and Materialmen
c) Final Lien Releases
d) Copies of Permits and Occupancy Certificate
e) Architect's Letter certifying completion of all work

15. Tenant shall deliver to Landlord written evidence in form satisfactory to Landlord of Tenant's compliance with the TDLR and TAS reviews and inspections.

J. Landlord shall withhold ten percent (10%) of the sum payable by Landlord to Tenant pursuant to the foregoing Paragraph I for a period of thirty (30) days following the satisfaction of all requirements set forth in such Paragraph. Landlord shall also have the right to withhold from the Construction Allowance any amounts owing to Landlord by Tenant under the term and conditions of the Lease. In the event that the cost and expense of Tenant's Work exceeds the amount of the Construction Allowance, Tenant shall nonetheless complete Tenant's Work in accordance with the terms of the Lease and this Exhibit and shall be solely responsible for and shall pay any and all of such excess costs and expenses promptly as they become due.

K. **NOTWITHSTANDING ANYTHING IN THE LEASE AND THIS EXHIBIT "B" TO THE CONTRARY, IN THE EVENT TENANT FAILS OR REFUSES WITHIN ONE HUNDRED**

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EIGHTY (180) DAYS FOLLOWING THE COMMENCEMENT DATE TO MAKE DEMAND ON LANDLORD FOR PAYMENT OF THE CONSTRUCTION ALLOWANCE OR OTHERWISE COMPLY WITH AND PROVIDE TO LANDLORD THE ITEMS LISTED IN PARAGRAPH I HEREOF, TENANT'S RIGHT TO THE CONSTRUCTION ALLOWANCE SHALL TERMINATE, TENANT SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ALL RIGHTS, TITLE AND INTEREST IN AND TO THE CONSTRUCTION ALLOWANCE, TENANT SHALL HAVE NO RIGHT OR CLAIM AGAINST LANDLORD ON ACCOUNT OF IMPROVEMENTS (INCLUDING, BUT NOT LIMITED TO, TENANT'S WORK), IF ANY, CONSTRUCTED BY TENANT AT THE DEMISED PREMISES OR OTHERWISE CAUSED TO HAVE BEEN CONSTRUCTED BY TENANT AT THE DEMISED PREMISES, AND LANDLORD SHALL HAVE NO OBLIGATION HEREUNDER, AT LAW OR IN EQUITY TO PAY TO TENANT THE CONSTRUCTION ALLOWANCE. TIME IS OF THE ESSENCE OF THIS MATTER.

L. Tenant, its contractors and subcontractors, shall remove all trash, debris and rubbish from the Demised Premises at least once a week, and shall ensure that no trash, debris or rubbish is visible to the patrons of the project. If at any time such trash, debris or refuse or fail to remove any such trash, debris or surplus materials, Landlord may remove same at Tenant's expense, and Tenant shall reimburse Landlord for such expenses upon demand by Landlord.

M. Tenant's contractors shall not disturb or interfere with Landlord, Landlord's employees or other tenants or invitees of the Shopping Center and the building in which the Demised Premises is located.

LANDLORD:

Buffalo Heights - Cibolo Developers, Ltd.,
a Texas limited partnership

By: Buffalo Heights – Cibolo GP, LLC,
a Texas limited liability company,
General Partner

Signed by:
By: Benjamin Dreszer
15B08BD485B14D8...
Benjamin R. Dreszer, Manager

Date of Signature: 1/10/2025

TENANT:

RCT Capital I LLC,
a Texas limited liability company

DocuSigned by:
By: _____
9DA500C6A3EA4AC...
Printed Name: Jacob Tompkins
Title: Partner
Date of Signature: 1/9/2025
Taxpayer ID / Soc. Sec. No. 458518211

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TENANT DRAW REQUEST

Project Name: _____

Tenant Name: RCT Capital I LLC

Tenant Tax Id. No. or Social Security No. _____

Buildout Allowance: $_____ x 90% = $_____

(Items to be attached by Tenant are in **BOLD**)
(Dates to be filled in by Landlord's Property Manager)

Date_____	Tenant has executed Landlord's standard tenant acceptance of Demised Premises letter.
Date_____	Tenant has submitted and Landlord has approved Tenant's architectural plans and specifications.
Submitted by Tenant	**Tenant has submitted an affidavit of all contractors, subcontractors, and materialmen who may have a claim to the Demised Premises.**
Submitted by Tenant	**Tenant has completed all work in accordance with the plans and specifications and Tenant's architect has certified the completion in writing using AIA Form G704 Certificate of Substantial Completion.**
Submitted by Tenant	**Tenant has obtained all building permits and furnished Landlord with copies of the permits and the Occupancy Certificate.**
Submitted by Tenant	**Tenant's contractor has submitted a Certificate of Insurance in accordance with Landlord's requirements.**
Date_____	Tenant has opened for business in accordance with Section 9.1 of the Lease.
Submitted by Tenant	**Tenant has furnished to Landlord lien releases from all contractors, subcontractors and listed on the Affidavit of Materialmen and Subcontractors.**
	There is no Event of Default by Tenant under the Lease.
Date_____	Landlord's agent and Landlord's lender have inspected and approved the work.
Date_____	Tenant has executed Landlord's standard Estoppel Certificate.

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Submitted by Tenant	**Written evidence of work actually completed and/or materials acquired and either actually incorporated into or stored on site at the Demised Premises.**

RETAINAGE

Project Name: _____

Tenant Name: _____

Buildout Allowance: $_____ x 10% = $_____

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TENANT'S AFFIDAVIT

THE STATE OF _____ ‘
‘ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ ‘

THAT THE UNDERSIGNED, RCT Capital I LLC, a Texas limited liability company ("Tenant"), entered into a _____ Shopping Center Lease Agreement (the "Lease") dated _____, with Buffalo Heights – Cibolo Developers, Ltd., a Texas limited partnership ("Landlord") and concerning certain Premises (the "Premises") more particularly described in the Lease, hereby acknowledges that the list of suppliers and/or contractors/subcontractors attached hereto is a complete list and that no other suppliers and/or contractors/subcontractors furnished materials or labor to the Premises. **IN THE EVENT THAT FOR ANY REASON A LIEN OR LIENS ARE FILED AGAINST THE PREMISES OR AGAINST THE SHOPPING CENTER OF WHICH IT IS A PART BY, THROUGH OR UNDER ANY LABORER, VENDOR, MECHANIC, MATERIALMAN, PARTY CLAIMING THROUGH ANY SUCH SUPPLIER AND/OR CONTRACTORS/SUBCONTRACTORS OR THE UNDERSIGNED FOR LABOR AND/OR MATERIALS SUPPLIED TO OR FOR THE PREMISES, THE UNDERSIGNED WILL IMMEDIATELY OBTAIN AND DELIVER TO LANDLORD A FULL AND PROPER RELEASE THEREOF AND THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND THE LANDLORD'S RELATED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (EACH AS DEFINED IN SECTION 16.3 OF THE LEASE) ARISING OUT OF OR RESULTING FROM ANY SUCH LIEN OR CLAIM OR THE REMOVAL OR RELEASE THEREOF.**

Affiant states that the construction contracted for has been completed, and that the same has been approved and accepted by Tenant; that all bills, including both labor and materials, incurred in connection with such construction have been paid, and that there are no bills or obligations outstanding in connection with such construction, and no liens existing or threatened on account of such construction.

Affiant makes this statement for the purpose of inducing Landlord to release certain funds to Tenant, recognizing that said Landlord would not release the funds if the statements contained herein are not true and correct.

Executed on the _____day of _____, _____by the undersigned.

_____

_____

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THE STATE OF _____ ‘

‘

COUNTY OF _____ ‘

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed (and in the capacity therein stated).

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____day of _____, ____.

[SEAL]

_____
Notary Public in and for
The State of _____

_____
Printed Name of Notary

My Commission Expires: _____

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LIST CONTRACTORS AND SUBCONTRACTORS

CONTRACTOR NAME:	CONTRACTOR ADDRESS:

SUBCONTRACTOR NAME:	SUBCONTRACTOR ADDRESS:

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EXHIBIT "B-1"

Landlord's Cold Dark Shell Description

A. BUILDING SHELL as indicated on Exhibit "A" and including:

1. Tilt up concrete walls with EIFS, Paint, Stain, Clearcoat, or Masonry fascia.
2. Steel columns and steel roof joists with metal roof deck.
3. PVC or TPO Roofing System.
4. Concrete slab with 5' leave out in rear.
5. Straight aluminum and glass storefront with 1 ¾" x 4 ½" aluminum with 1" thick clear glass on the first floor or per minimum current city requirement.

B. MECHANICAL, FIRE PROTECTION AND ELECTRICAL PROVISIONS including:

1. HVAC:
   (a) None.

   (b) Tenant to locate all roof top HVAC units within the roof placement zone according to structural drawings provided by Landlord. All roof penetrations of any kind whatsoever are to be completed by Landlord's roofing contractor at Tenant's expense.

2. GAS:
   (a) Gas manifold on the rear outside wall of the building for connection by Tenant. The placement of Tenant's gas meter and gas line must be approved in writing by Landlord prior to installation by Tenant's Contractor. Notwithstanding the forgoing, **GAS SERVICE IS LIMITED TO DESIGNATED RESTAURANT SPACES ONLY.** All other spaces are required to use electric strip heat.

3. PLUMBING:
   (a) 4" diameter sanitary sewer trunk line in rear of building for attachment by Tenant.

   (b) 1 ½" to 2" diameter water line overhead in rear of building with 1" valves at Tenant's space.

   (c) Tenant to install a Landlord approved digital water sub-meter.

4. FIRE PROTECTION:
   (a) Landlord shall provide Fire Protection monitoring system and main sprinkler trunk lines for the building. Note: Any sprinkler required by code for exterior patio areas (including sprinkler trunk lines) shall be included in Tenant's Work and specified in Tenant's Working Drawings.

5. ELECTRICAL:
   (a) Electrical service to a tap can on the rear outside wall of the building. Landlord to run conduit from the rear outside wall of the building to the Premises. Tenant is

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responsible from running service to the Premises. **NOTE: THE SIZE AND PLACEMENT OF TENANT'S DISCONNECT(S) AND METER CAN ON THE BUSSED GUTTER MUST BE APPROVED IN WRITING BY LANDLORD PRIOR TO INSTALLATION BY TENANT'S CONTRACTOR.**

(b) One (1) 1" or 1.25" conduit with a pull string from the service gutter to the Premises. Tenant will be responsible for all required disconnect switches, the electrical utility meter, electrical panels, stepdown transformers and feeder conductors from the gutter to the lease space.

6. TELEPHONE:
   (a) A Tap can is provided on the rear outside wall of the building. Landlord to run conduit from the rear outside wall of the building to the Premises.

C. COMMON AND SITE AREAS:

1. Asphalt and Concrete parking lot paving with general site lighting and landscaping.

D. LOCATION OF LANDLORD'S WORK:

1. Landlord shall have the right to vertically and horizontally locate, alter, maintain or repair utility lines, or ducts, flues, duct shafts, drains, sprinkler mains and valves, and such other facilities within the Premises as are deemed necessary by Landlord as a result of engineering design or code requirements. These shall be located and shall be altered, repaired and maintained in such a manner as to cause minimum interference with Tenant's use of the Premises. Nothing contained in this paragraph shall render Landlord liable for compliance with the ADA (as defined in Section 12.01 of the Lease) to the extent that Tenant is required to comply with the ADA as provided in Section 12.01 of the Lease or elsewhere in this Lease or under the terms of applicable Laws.

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EXHIBIT "B-2"

CONSTRUCTION RULES AND REGULATIONS

PROPERTY: _____
TENANT: _____
SUITE: _____
DATE: _____
CONTRACTOR: _____

The above referenced Contractor hereby acknowledges that they have read the following rules and regulations (hereinafter referred to as "Landlord's Construction Rules & Regulations") and will strictly adhere to these rules while performing work at the Shopping Center. Further the general contractor will be directly responsible for each subcontractor's compliance with Landlord's Construction Rules & Regulations. Landlord reserves the right to deny access to, or remove from the job site, at Landlord's sole and absolute discretion, any contractor or subcontractor who violates Landlord's Construction Rules & Regulations and to correct any deficiencies at the Tenant's or the contractor's expense. These Construction Rules and Regulations supersede all prior agreements, plans and understandings (oral or written) between the parties with respect to the subject matter hereof.

THIS FORM MUST BE EXECUTED BY THE CONTRACTOR AND DELIVERED TO LANDLORD PRIOR TO COMMENCING CONSTRUCTION ON THE PROPERTY.

1. Each contractor and subcontractor shall provide Landlord with evidence reasonably satisfactory to Landlord that each is covered under such public liability and property damage insurance with limits as Landlord may reasonably request for its protection.

2. Contractors and subcontractors shall not disturb or interfere with Landlord, Landlord's employees, other tenants or invitees of the building. Radios/music are not permitted on the jobsite AT ANYTIME.

3 Contractors and subcontractors shall use all efforts to minimize noise within the Demised Premises from construction activities. The following activities are not permitted during business hours (8:00 AM – 6:00 PM Monday – Saturday) (verify immediately adjacent tenant hours):
   Saw-cutting slabs or wall panels;
   Shooting studs into the concrete slab;
   Cutting sprinkler pipe;
   Cutting tile;
   Cutting studs with an electric saw.

[option: property dependent] Disruptive fire system testing (e.g., fire alarm or strobe test) must be carried out prior to 6:30 am.

4. Each contractor and subcontractor shall remove all trash, debris and rubbish from the job site daily, and shall ensure that no trash, debris or rubbish is visible within the job site area **or any of the common areas outside of the Demised Premises**. If at any time the contractor or subcontractor shall refuse or fail to remove any such trash, debris or surplus material immediately upon notice from Landlord, Landlord may remove same at the contractor or subcontractor's expense. For every

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day refuse container is not removed following Landlords notice to contractor and Tenant, Landlord may charge a $500.00 per day penalty which will be withheld from the Construction Allowance or charged directly to the contractor.

5. All construction work must be mobilized from the rear door of the Demised Premises; no work may take place in front of the Demised Premises. All materials delivered to the jobsite must be through the rear of the Demised Premises, unless approved by Landlord.

6. Any damage to the exterior of the Demised Premises or the common areas, including specifically the sidewalk area in front of the Demised Premises, caused by contractor or its subcontractors, employees or invitees, will be repaired or replaced by Landlord at the Tenant's/contractor's expense.

7. The concrete replacement shall receive rebar reinforcing in both directions to match the size and spacing of the existing stub out rebar. The concrete replacement shall be inspected and approved by Landlord prior to re-pour by the contractor. New concrete shall be finished to match existing. Trenching and rebar replacement shall be completed per the attached specifications shown on exhibit "B-3-A"

8. **The exact location of Tenant's disconnect(s) and meter can on the bussed gutter, and the equipment specifications on the electrical service, must be approved in writing by Landlord prior to installation. Electrical equipment installed without Landlord's approval will be subject to removal and/or relocation at the contractor's expense**.

9. Any sidewalk or concrete areas outside of the building which are used during construction to load or off-load construction material or equipment must be protected at all times. This specifically requires the use of plastic sheets or tarps to protect decorative concrete finishes.

10. All metal stud framing for demising and interior walls should have spacing of no greater than 16" on center.

11. All electrical wiring shall be copper. Aluminum wiring is not permitted under any circumstance.

12. Details for mechanical, electrical, and plumbing equipment and installations, prepared by a licensed engineer including the brand, model and operating specifications for each mechanical unit must be submitted to Landlord for approval. All circuiting shown shall be field verified and adjusted as required. Electrical contractor shall confirm all loads & field conditions.

13. The locations of new HVAC units shall be confirmed with the Landlord's structural engineer prior to installation.

14. Contractor to visit job site and confirm all conditions prior to bid submittal.

15. Contractor shall use a roofing contractor designated by Landlord for all roof penetrations. It is the Contractor's obligation to notify Landlord prior to any cutting or penetrating of the roof.

16. Any storefront modifications must be approved by Landlord. All work must be completed by a glass company designated by Landlord.

17. All fire sprinkler work must be completed by a fire sprinkler company designated by Landlord.

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18. All restaurant tenants shall install a Grease Guard Rooftop Defense System (as shown on the attached Exhibit "B-3-C") and shall maintain a regular service contract as required by the manufacturer.

19. The Contractor's work shall not be deemed complete until Landlord has inspected and approved it. Landlord agrees to make such inspection within three (3) days after receipt of notice from Tenant of completion of Tenant's Work. Any deficiency in materials or construction shall be the sole responsibility of Contractor, regardless of whether Landlord had inspected and approved such work. Any deficiency or defect in the construction of Tenant's Work shall not be waived by Landlord's inspection of the Premises. Contractor shall promptly make any necessary repairs or replacements upon notification from Landlord, at Contractor's expense. If Contractor fails to complete any required repairs or replacements within a reasonable time following notification from Landlord, then Landlord, at Landlord's option, may complete said repairs or replacements and shall deduct the reasonable cost thereof from any funds owed to Contractor by Tenant.

20. The Construction Rules and Regulations shall be included on the plans and specifications for Tenant's Work.

21. Each contractor and subcontractor shall provide Landlord with evidence reasonably satisfactory to Landlord that each is covered under such public liability and property damage insurance with limits described below:

Contractor's Insurance Requirements. Prior to performing any Work for (Tenant or Landlord)., and during the entire term of construction and thereafter as may be required herein, Contractor shall purchase and maintain in-force the following types of insurance coverage including the specified endorsements and providing limits of liability as are set forth below:

(a) Workers' Compensation insurance providing statutory Workers Compensation benefits in the state of hire with Employer's Liability Coverage at Limits of Liability of $1,000,000 Each Accident, $1,000,000 Each Employee by Disease and $1,000,000 Policy Limit by Disease. This policy must be endorsed in favor of Buffalo Heights-Cibolo Developers, Ltd., and in favor of Fulcrum Property Group, Inc., and in favor of Fulcrum Development, LLC, with ISO Form:

WC 42 03 04 B (or equivalent): Waiver Of Our Right To Recover From Others Endorsement

WC 42 06 01 (or equivalent): Texas Notice of Material Change Endorsement – Thirty (30) Days

(b) Commercial General Liability insurance coverage written on an Occurrence Form policy under ISO Form CG 00 01 04 13 or its equivalent. The policy shall be written with Limits of Liability of Liability of $1,000,000 Each Occurrence, $2,000,000 General Aggregate and $1,000,000 Products and Completed Operations Aggregate. This policy must be endorsed in favor of Buffalo Heights-Cibolo Developers, Ltd., and in favor of Fulcrum Property Group, Inc., and in favor of Fulcrum Development, LLC, with ISO Form:

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CG 20 10 04 13 (or equivalent): Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization until the date of completion of all Work provided hereunder.

CG 20 37 04 13 (or equivalent): Additional Insured – Owners, Lessees Or Contractors – Completed Operations for a period of 12 months following the completion of all Work provided hereunder.

CG 24 04 05 09 (or equivalent): Waiver Of Transfer Of Rights of Recovery Against Others To Us

CG 20 01 04 13 (or equivalent): Primary and Noncontributory – Other Insurance Condition

CG 02 05 12 04 (or equivalent): Texas Changes – Cancellation Or Coverage Change - Thirty (30) Days

(c) Business Automobile Liability insurance coverage for all owned, non-owned and hired automobiles. The policy shall be written with Limits of Liability of Liability of $1,000,000 Each Accident—Combined Single Limit—Bodily Injury and Property Damage. This policy must be endorsed in favor of Buffalo Heights-Cibolo Developers, Ltd., and in favor of Fulcrum Property Group, Inc., and in favor of Fulcrum Development, LLC, with ISO Form:

CA 04 03 06 04 (or equivalent): Texas Additional Insured

CA 04 44 03 10 (or equivalent): Waiver Of Transfer Of Rights of Recovery Against Others To Us

CA 02 44 06 04 (or equivalent): Texas Cancellation Provision Or Coverage Change – Thirty (30) Days

(d) Commercial Umbrella Liability on an Occurrence Form policy and in excess of the specified Employer's Liability, Commercial General Liability including Products Liability and Completed Operations and Automobile Liability policies as required herein. The policy shall be written with Limits of Liability of Liability of no less than:
$1,000,000 Aggregate Limit
$1,000,000 Per Claim Limit

Insurance Carrier Licensed and Rated. Contractor's insurance policies shall be issued by insurance companies authorized by the Texas Department of Insurance and assigned an A. M. Best Rating with a Financial Strength Rating of at least "A-" and a Financial Size Category of at least "VIII". If the A. M. Best Ratings are discontinued, an equivalent method of rating insurance companies shall be selected by OWNER and applied.

Contractor's Insurance Primary and Non-Contributory. Each insurance policy required herein and maintained by Contractor shall apply as primary insurance and shall be applied without

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contribution from any insurance coverage maintained by OWNER or from any insurance coverage maintained by Fulcrum Property Group, Inc., or Fulcrum Development, LLC.

Certificates of Insurance. Not later than fifteen (15) days prior to the commencement of any Work under this agreement and not later than fifteen days prior to the expiration date of any required insurance policy, Contractor shall provide to Buffalo Heights-Cibolo Developers, Ltd., and to Fulcrum Property Group, Inc., Certificates of Insurance as evidence that the required insurance policies and endorsements are in-force. OWNER is under no obligation to approve of, reject or otherwise validate Contractor's insurance coverage.

Contractor Insurance Requirements of Subcontractors. Contractor shall require Subcontractors at every tier to purchase and maintain commercial insurance policies in amounts and covering claims which, in the sole judgment of the Contractor, will be sufficient to protect Buffalo Heights-Cibolo Developers, Ltd.'s interests and Fulcrum Property Group, Inc.'s interests from and against claims for loss or damage.

Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding:

To the extent that any claim, loss or damage herein described is or would be covered by any insurance policy(ies) maintained or required to be maintained by Contractor or Subcontractor hereunder, and to the fullest extent permitted by applicable law, Contractor hereby waives any and all claims, and releases Buffalo Heights-Cibolo Developers, Ltd., and releases Fulcrum Property Group, Inc. and Fulcrum Development, LLC., from any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any (i) loss or damage to any building, structure, or other tangible property, (ii) liability for bodily injury, personal injury or death to any person or other tortious conduct, or (iii) claims under workers' compensation laws and benefits, even though such loss, damages, or liability might be caused by the negligence of such party, its agents, contractors, invitees, or employees.

[Signature page follows]

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1/9/2025

AGREED AND ACKNOWLEDGED this _____ day of _____, 2025:

TENANT:

RCT Capital I LLC,
a Texas limited liability company

DocuSigned by:
By: _____
Printed Name: Jacob Tompkins
Title: Partner

Date of Signature: 1/9/2025

Taxpayer ID / Soc. Sec. No. 458518211

_____
General Contractor

By: _____

Name: _____

Its: _____

Mobile Phone Number _____

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EXHIBIT "B-3"

CONSTRUCTION MINIMUM SPECIFICATIONS

PROPERTY: _____
TENANT: _____
SUITE: _____
DATE: _____
CONTRACTOR: _____

The above referenced Contractor hereby acknowledges that they have read the following Construction Specifications and will strictly adhere to these minimum specs while performing work at the Shopping Center. Further the general contractor will be directly responsible for each subcontractor's compliance with Construction Specifications. Landlord reserves the right to deny access to, or remove from the job site, at Landlord's sole and absolute discretion, any contractor or subcontractor who does not comply with the Construction Specification and to correct any deficiencies at the Tenant's or the contractor's expense. These Construction Specifications supersede all prior agreements, plans and understandings (oral or written) between the parties with respect to the subject matter hereof.

THIS FORM MUST BE EXECUTED BY THE CONTRACTOR AND DELIVERED TO LANDLORD PRIOR TO COMMENCING CONSTRUCTION ON THE PROPERTY.

1. **Concrete Slab**:
   a) The concrete infill of existing leave out / new utility trenches shall receive rebar reinforcing in both directions which match the size and spacing of existing. The rebar replacement shall be inspected and approved by Landlord prior to concrete pour back by the contractor. New concrete shall be patched, floated and finished to match existing and shall receive #4 rebar at 16" O.C. Grade Beam are #7. Overcut of new utility trenches is not allowed.

   b) Trenching and rebar replacement shall be completed in accordance with ACI 3.1.8 per the attached specifications shown on exhibit "B-3-A".

   c) Sidewalks must be protected at all times during concrete work. Should sidewalks get damaged due to tenant work, Landlord will make the appropriate repairs at Tenant's expense and the amount of the repairs will be deducted from the Tenant Improvement Allowance.

2. **Walls & Partitions:**
   a) Demising Walls – 1 hour, typical between retail tenants:
   New one-hour fire rated demising walls shall extend full-height from finished floor to the underside of roof deck with an integral slip joint at the top track. See attached Exhibit "B-3-B". All walls to be insulated full height. Framing shall be 6" and a minimum of 22 ga. Galvanized metal studs * @ 16" o.c with one layer of 5/8", type "x" gypsum wall-board on each side, taped, floated, and sanded to a level 4 finish and ready for Tenant's primer and paint.

   b) Demising Walls – 2 hour, typical between Assembly tenants:
   New two-hour fire rated demising walls shall extend full-height from finished floor to the underside of roof deck with an integral slip joint at the top track as shown on the attached exhibits. Where required per code, walls will be insulated. Framing shall be 6" 22 ga.

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Galvanized metal studs * @ 16" o.c with two layers of 5/8", type "x" gypsum wall-board on each side, taped, floated, and sanded to a level 4 finish and ready for Tenant's primer and paint.

c) Interior Walls:
Framing shall be 3 5/8" or 6" and minimum of 22 ga. Galvanized metal studs * @ 16" o.c with one layer of 5/8", type "x" gypsum wall-board on each side, taped, floated, and sanded to a level 4 finish and ready for Tenant's primer and paint.

d) Restroom Partitions:
Restroom partitions shall extend from finished floor to 12'-0" a.f.f. Framing shall be 3 5/8" minimum 22 ga. Galvanized metal studs * @ 16" o.c with one layer of moister resistant gypsum board in the restrooms5/8" gypsum wall-board on each side. If tile is placed on the walls, hardi backer board shall be used.

e) Restaurant Kitchen Walls:
Tenant shall provide a 6" concrete curb at all kitchen/wet areas and provide continuous 5/8" Cementitious Sheeting for 18" along all wet areas.

3. Storefront Systems:

a) Existing Storefronts:
When modifications to existing storefronts are required, match the existing systems.

4. Doors:

a) Storefront Entry Door:
When installing, match the existing.

b) Rear Exit Door:
One (1) single 3'-0" x 7'-0" x 1 ¾" hollow metal door and hollow metal frame. Insulated polystyrene core, 18-gauge top and bottom channels, 18 gauge face skins, with closer reinforcement channel. Frame to be flush set with exterior wall finish, and provided with a raindrip at header, door sweep at bottom and metal threshold.

5. Mechanical:

a) RTU (roof top unit):
Roof top units to be new, unitary packaged, (compressor/air handler) 13 seer rated minimum, in accordance with engineered mechanical design and applicable IECC code. Unit to be provided with custom roof curb (unless noted otherwise herein). All Roof Penetrations must be performed by Landlord's roofing contractor. ALL RTUs MUST HAVE HAIL GUARDS.
* *Trane, Carrier, Lennox* or approved equal.

b) Ductwork, supply & returns:
Galvanized metal externally or internally insulated. Flexible duct for registers not to exceed 6 lineal feet. Metal Straps shall be used to hang the ducts and said straps shall be straight and evenly spaced.
* *Thermaflex type MKE* or approved equal.

c) Grease Guard Rooftop Defense System:
All restaurant tenants shall install a Grease Guard Rooftop Defense System (as shown on the attached Exhibit "B-3-C") and shall maintain a regular service contract as required by the manufacturer.

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6. **Electrical:**
   a) All wiring to be copper and run in rigid conduit. MC cable acceptable as or in lieu of rigid conduit.

   b) Tenant is responsible from running service to the Demised Premises using the existing conduit designated by Landlord. The exact location of tenant's disconnect(s) and meter can on the bussed gutter, and the equipment specifications for tenant's electrical service, must be approved in writing by Landlord prior to installation. **ELECTRICAL EQUIPMENT INSTALLED WITHOUT LANDLORD'S WRITTEN APPROVAL WILL BE SUBJECT TO REMOVAL AND/OR RELOCATION AT TENANT'S EXPENSE.**

7. **Plumbing**:
   a) Pressurized lines shall be either PEX, or Copper tubing.

   b) PVC can be used for **drain lines ONLY.**

   c) Water Heater shall be installed per code.

   d) All condensate drains shall be run to the sanitary sewer or a floor or hub drain connected to the sanitary sewer. No condensate drain lines shall discharge flow onto the roof or into roof drains or down spouts.

   e) Tenant to install a Landlord approved digital water sub-meter. The location of the sub-meter (and reader if separate from the meter) is to be approved by Landlord in writing prior to installation.

   f) The location of Tenant's grease trap must be approved in writing by Landlord prior to installation.

8. **Tilt-Wall Saw Cutting:**
   a) Rear Doors and Vents shall be a minimum of 24" from the tilt wall panel joint and no overcutting is allowed.

9. **Ceiling tiles and Grid:**
   a) Ceiling tiles and Grid shall be Armstrong 2' x 4' x 5/8" Lay-In Ceiling, #704 Fissured Angled Tegular Tile with a 2' x 2' reveal. Grid shall be Armstrong Prelude 15/16 White Aluminum Tee Grid.

[Signature page follows]

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AGREED AND ACKNOWLEDGED this 1/9/2025 day of _____, 2025:

TENANT:

RCT Capital I LLC,
a Texas limited liability company

DocuSigned by:
By: _____
89A599C6A3EA4A6...
Printed Name: Jacob Tompkins
Title: Partner

Date of Signature: 1/9/2025

Taxpayer ID / Soc. Sec. No. 458518211

_____
General Contractor

By: _____

Name: _____

Its: _____

Mobile Phone Number _____

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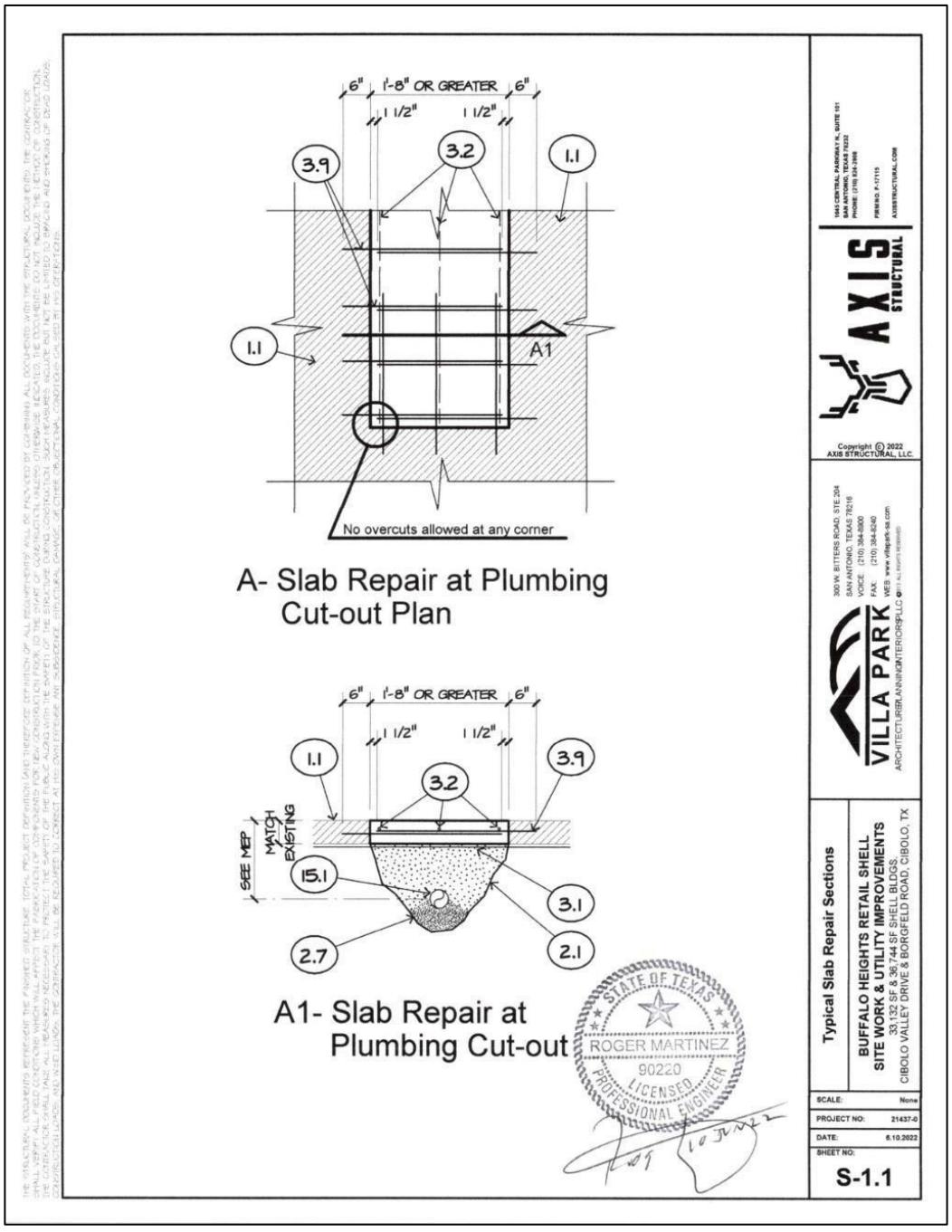
EXHIBIT "B-3-A"

Trenching and Rebar Replacement Specifications



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Keynotes

1.1) Existing construction to remain.

2.1) Flowable fill or moisture conditioned and compacted existing material.

2.7) Leveling sand bed.

3.1) 10 mil thick plastic polyolifin vapor retarder, type recommended to be in contact with the soil or fill under a concrete slab, listed in ASTM 1745 Class A with a permeance less than 0.036 as determined by ASTM E96. Install vapor retarder solidly within and below slab surface with joints lapped at least 6 inches and taped continuously with recommended pressure-sensitive tape. Extend vapor retarder down the sides of the beam trenches and terminate so that it does not extend across the trench bottom. Contractor and Architect (not structural engineer) shall verify that vapor retarder selected is compatible with proposed floor finishes.

3.2) Slab reinforcing to match existing in each direction.

Typical reinforcement consist of #4 bars at 12 inches on center each way centered in concrete slab thickness. Start and extend slab reinforcing to 1 1/2" from edge of trench cut.

3.9) Dowels matching size and spacing of slab reinforcing tied to perpendicular reinforcing. Drill and epoxy 6" into center of existing concrete slab with Hilti HIT-HY 150 epoxy.

Typical dowel reinforcement consist of #4 bar dowels at 12" on center.

15.1) Plumbing line placed below slab thickness and below vapor retarder - refer to Architect/MEP.

Concrete Notes

1) Reinforcing steel shall comply with the requirements of ASTM A-615, grade 60. Fabricate bent bars according to ACI 315.

2) Concrete shall develop a 28-day compressive stress (f'c) of at least 3,000 psi and comply with the requirements of ACI 229R.

Flowable Fill

1) Flowable fill mix shall attain a minimum compressive strength of 200 psi at 28-days and comply with the requirements of ACI 229R.

2) Mix shall be designed for placement without consolidation. When necessary, the use of specialty admixtures is acceptable to enhance flowability, reduce shrinkage and segregation by maintaining solids in suspension. Follow admixture manufacturers recommendations for proportioning.

STATE OF TEXAS
ROGER MARTINEZ
90220
LICENSED
PROFESSIONAL ENGINEER
10.3.2022

AXIS STRUCTURAL
1665 CENTRAL PARKWAY N., SUITE 101
SAN ANTONIO, TEXAS 78232
PHONE: (210) 824-2900
FIRM NO. F-17113
AXISSTRUCTURAL.COM

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300 W. BITTERS ROAD, STE 204
SAN ANTONIO, TEXAS 78216
VOICE: (210) 384-8000
FAX: (210) 384-8040
WEB: www.villapark-sa.com

Typical Slab Repair Keynotes

BUFFALO HEIGHTS RETAIL SHELL
SITE WORK & UTILITY IMPROVEMENTS
33,132 SF & 36,744 SF SHELL BLDGS.
CIBOLO VALLEY DRIVE & BORGFELD ROAD, CIBOLO, TX

SCALE:	None
PROJECT NO:	21437-0
DATE:	6.10.2022
SHEET NO:	S-1.2

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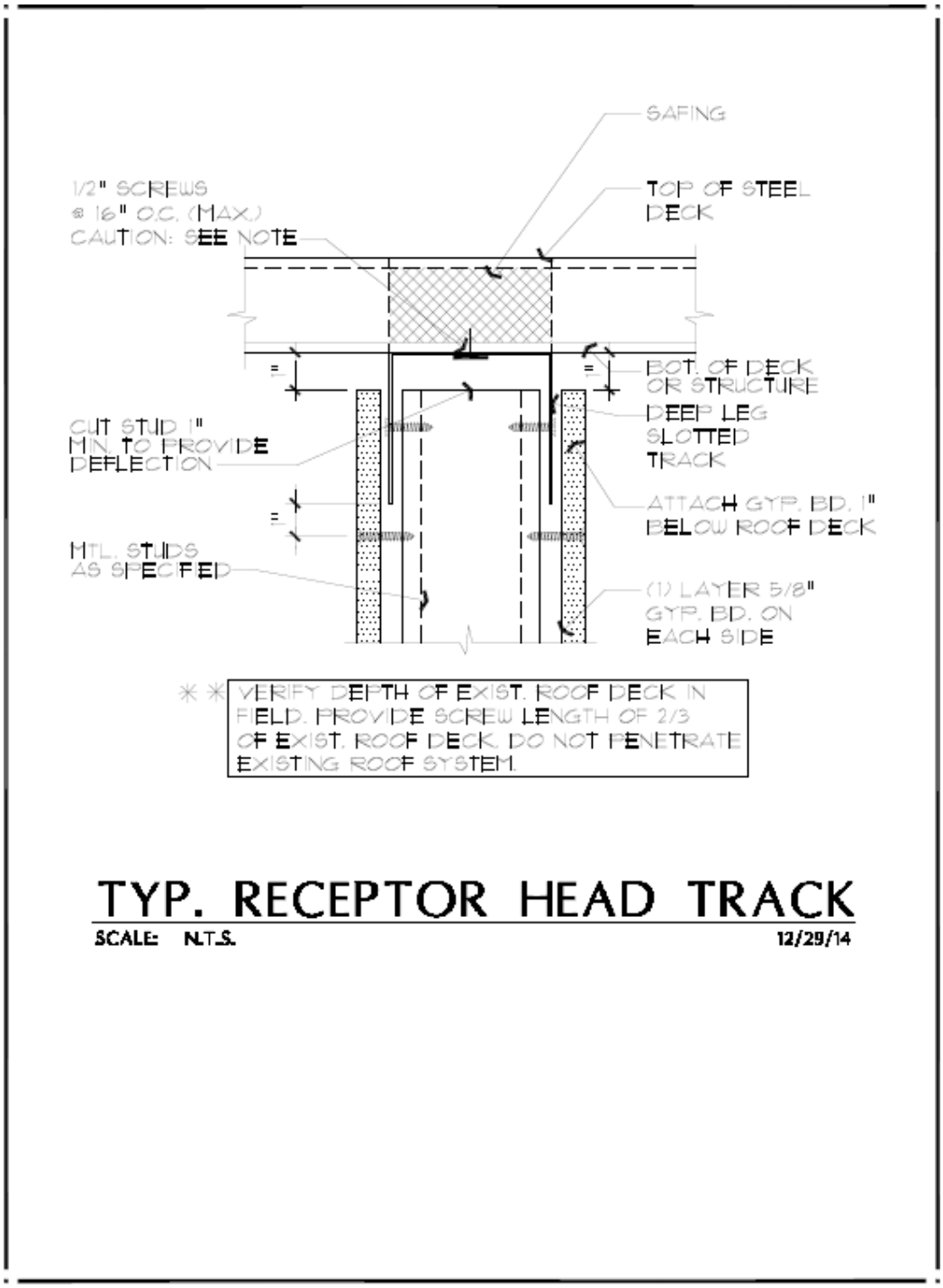
EXHIBIT "B-3-B"

Buffalo Heights

New Demising Wall Specifications



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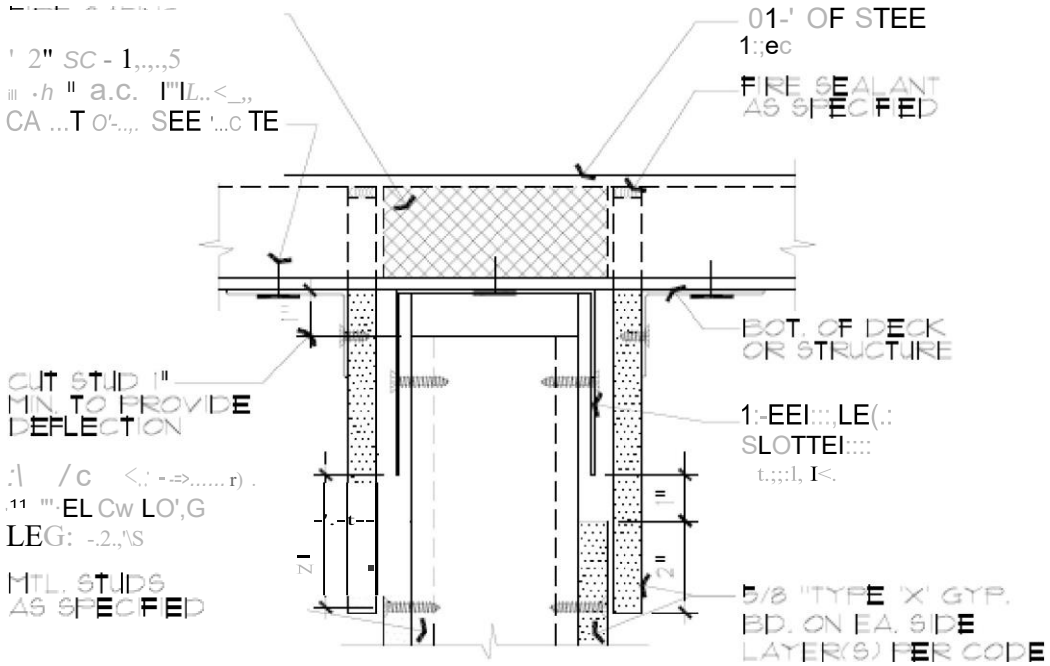

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TYP. RECEPTOR HEAD TRACK @ FIRE RATED WALL

SCALE: N.T.S. **12/29/14**

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EXHIBIT "C"

RESTAURANT ADDENDUM

Due to the nature of the Permitted Use language as provided in Article 1.1(s) of the Lease to which this exhibit is attached, the following provisions shall be incorporated as part of the Lease:

1. Tenant will install a Landlord approved digital water sub-meter to measure the amount of water usage of Tenant. Landlord shall be responsible for reading this flow meter. The date of the reading, the gallon reading on the meter, and the Tenant name will be noted. The monthly gallon usage will be used to determine if the utility escrow is reasonable and for any year-end adjustments for actual versus the escrow. The rate applied to the water usage shall be the applicable utility company rates assessed for water and wastewater on the meter that serves the building for the Demised Premises. Any wastewater surcharges shall be directly charged to restaurant users only and not pro rata. The rate applied to the water usage shall be the applicable utility company rates assessed for water and wastewater on the meter that serves the building for the Demised Premises. Any wastewater surcharges shall be directly charged to restaurant users only and not pro rata.

2. If Tenant has a grease trap, and if requested by Landlord, Tenant must provide Landlord with a grease trap maintenance agreement which indicates any chemical treatment applications and frequency of pumping or treatments. A grease trap maintenance contract must be in effect at all times. Landlord may require Tenant to increase the frequency of pumping or treatments in the event there is excess grease spill-over or a wastewater surcharge increase due to the chemical makeup of the wastewater. The location of Tenant's grease trap must be approved in writing by Landlord prior to installation.

3. If Tenant has a vent hood, and if requested by Landlord, Tenant shall provide Landlord with a vent hood maintenance contract. In addition, Tenant shall install metal receptacles on the roof around the vent hood to catch any dripping grease being discharged from the vent. Such receptacles must be dumped in order to prevent grease from accumulating on the roof. In the event grease does build up on the roof, Tenant shall be liable to Landlord for any damage and costs related thereto or damage caused by negligence while accessing the roof.

4. In the event Landlord must incur costs related to Tenant's use of the trash receptacles, including, without limitation, extra dumps, pressure washing or debris pickup, such costs plus a 25% administrative fee shall be the responsibility of Tenant. Such cost plus administrative charge is due upon demand. Failure to pay upon demand shall constitute a material breach and default of the Lease making all remedies available to Landlord as provided herein.

5. Tenant will be directly responsible for asphalt or concrete repairs due to damage caused by delivery vehicles servicing the Demised Premises.

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EXHIBIT "D"

GUARANTY

THIS GUARANTY AGREEMENT (the "Guaranty"), having an effective date which is the Effective Date of the Lease (the "Effective Date" being defined in the Lease described in the paragraph below) is executed by Jacob Tompkins, Derek Campbell, and Nathan Robbins (each, a "Guarantor"), with an address of 15637 Queen Victoria ct, 77316
162 Stonehedge PL Montgomery, TX 77316
Nathan Robbins in favor of Buffalo Heights – Cibolo Developers, Ltd., a Texas limited partnership ("Landlord") as follows:

Landlord and RCT Capital I LLC, a Texas limited liability company (herein, together with any assignee of or successor to Tenant's interest under the Lease, called the "Tenant") are entering into a Lease Agreement of even date herewith (herein, as the same may be amended or supplemented from time to time, called the "Lease") covering space in the shopping center known as ***Buffalo Heights***, situated in Guadalupe County, Texas

Guarantor is executing and delivering this Guaranty in order to induce Landlord to enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and intending to be legally bound by this Guaranty, Guarantor hereby agrees with Landlord as follows:

1. Guarantor hereby absolutely and unconditionally guarantees (a) the payment in full by Tenant of all rents and other payments, tenders and securities payable under or pursuant to the Lease (all of the foregoing herein referred to as "Rent"), in the manner and at the time prescribed in the Lease, and (b) the punctual and faithful performance by Tenant of any and all other duties, covenants, obligations and undertakings of Tenant under or contained in the Lease, whether now existing or hereafter arising or accruing, together with all costs of collection, attorneys' fees and enforcement thereof (the "Guaranteed Obligations").

2. If for any reason or no reason whatsoever any duty, covenant, obligation or undertaking of Tenant contained in the Lease (whether affirmative or negative in character) shall not be observed or performed by Tenant or if any Rent payable pursuant to the Lease shall not be paid promptly when due and payable, then upon demand by Landlord, Guarantor will promptly perform or cause to be performed each of such duties, covenants, obligations and undertakings, and will forthwith pay such sums at the place and to the person entitled thereto pursuant to the Lease, regardless of any defense or setoff or counterclaim which Guarantor or Tenant may have or assert, except for those defenses, setoffs or counterclaims which are available to Tenant under the express terms of the Lease, and regardless of whether or not Landlord shall have instituted any suit, action or proceeding or exhausted its remedies or taken any steps to enforce any rights against Tenant or any other person to compel any such performance or to collect all or any part of such sums, either pursuant to the provisions of the Lease , under contract, statute, at law or in equity (it being understood that this is a guaranty of payment and not collection, and Guarantor's liability for the performance of the duties, covenants, obligations and undertakings guaranteed shall be primary), and regardless of any other condition or contingency and Guarantor hereby agrees to execute all such further instruments as are reasonably requested by Landlord to further evidence or protect the rights of Landlord hereunder.

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3. The duties, covenants, obligations and undertakings of Guarantor under this Guaranty are continuing and irrevocable, and shall not be affected or impaired by reason of the happening from time to time of any of the following with respect to the Lease or this Guaranty or any assignment of the rights of Landlord hereunder, even if the same be done without notice to or the consent of Guarantor: (a) any assignment, subletting or mortgaging of all or any part of the interest of Tenant in the Lease or in the Premises (as defined in the Lease, hereinafter called the "Premises"); (b) the waiver by Landlord of the observance or performance by Tenant or by Guarantor of any of the duties, covenants, obligations or undertakings contained in the Lease; (c) the extension of the time for payment by Tenant or Guarantor of any Rent owing or payable under any of such instruments, or the extension or the renewal of any thereof; (d) the modification or amendment as mutually agreed upon by Landlord and Tenant (whether material or otherwise) of any duty, covenant, obligation or undertaking of Landlord or Tenant set forth in any of such instruments; (e) the taking or the omission of any of the actions referred to in any of such instruments; (f) any failure, refusal, omission, delay or lack on the part of Landlord or Tenant to enforce, assert or exercise any right, power or remedy conferred on Landlord in any of such instruments or any action on the part of Landlord granting indulgence or extension in any form; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets or liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or any of its assets, or the disaffirmance of the Lease in any such proceeding; (h) the release, substitution or replacement (whether or not in accordance with terms of the Lease) of the Premises or any portion thereof; (i) the receipt and acceptance by Landlord of notes, checks or other instruments for the payment of money made by Tenant and extensions and renewals thereof; or (j) any other cause, whether similar or dissimilar to the foregoing.

4. This Guaranty may be enforced as to any one or more breaches either separately or cumulatively, and shall be binding upon and inure to the benefit of the Guarantor and Landlord and their respective heirs, representatives, successors and assigns. The transfer or assignment of the Lease by Landlord shall operate as a transfer or assignment to the transferee or assignee of this Guaranty and all rights and privileges hereunder. All references herein to "Landlord" shall mean the above-named Landlord and any subsequent owner of Landlord's interest in the Lease. No transfer by Guarantor of Guarantor's obligations hereunder shall operate to release them from such obligations.

5. Guarantor waives notice or acceptance of this Guaranty; execution and delivery of the Lease; any assignment of Landlord's rights hereunder or under the Lease; release, discharge or modification of Tenant's obligations under the Lease; default in the payment of any sum payable by Tenant pursuant to the Lease; breach or non-performance of any other obligation or undertaking of Tenant contained in the Lease; and all other notices to the maximum extent permitted by applicable law.

6. If Landlord or its successors or assigns should commence any suit, action or other legal proceedings against Guarantor to enforce this Guaranty, the person or persons bringing such suit, action or proceeding shall be entitled to receive from Guarantor, and Guarantor agrees to pay to such person or persons, if such person or persons shall be successful in such suit, action or proceeding, the costs and expenses thereof (including but not limited to attorneys' fees and costs of suit).

7. Until all the duties, covenants and obligations in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor:

a. shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor hereunder;

b. waives any right to enforce any right or remedy whatsoever, whether now existing or hereafter arising or accruing, which Guarantor now or hereafter shall have against Tenant, and until

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payment in full with interest of all of the obligations of Tenant under the Lease (and including interest accruing on any such duties, covenants and obligations after any petition under the Federal Bankruptcy Code, which post-petition interest Guarantor agrees shall remain a claim that is prior and superior to any claim of Guarantor notwithstanding any contrary practice, custom or ruling in proceedings under the Federal Bankruptcy Code generally), Guarantor agrees not to accept any payment or satisfaction of any kind of any indebtedness of Tenant to Guarantor. If Guarantor should receive any such payment, satisfaction or security for any indebtedness of Tenant to Guarantor, Guarantor agrees forthwith to deliver the same to Landlord in the form received, endorsed or assigned, as may be appropriate for application on account of, or as security for the duties, covenants and obligations of, Tenant to Landlord, and until so delivered, agrees to hold the same in trust for Landlord.

8. Guarantor agrees that Landlord shall have the right and authority to investigate Guarantor's credit and financial standing and to obtain any and all documents or other information in connection therewith without further consent by or authorization from Guarantor, and all third parties shall be entitled to rely upon the foregoing conclusively in providing any such documentation or information to Landlord. Guarantor has not made investments in, advances to or guaranties of, and is not otherwise responsible for the duties, covenants and obligations of, any corporation, limited liability company, partnership, joint venture, person or other entity except as reflected in the financial statements presented to Landlord, or as heretofore disclosed to Landlord in writing concurrently with or subsequent to the delivery to Landlord of the latest financial statements submitted.

9. This Guaranty shall apply to the Lease, any extension, amendment, modification or renewal thereof and to any holdover following the expiration of the Term of the Lease or any extension, amendment, modification or renewal thereof. Notwithstanding the forgoing sentence, provided i) Tenant has paid all rents and all other monetary obligations accruing through the first sixty (60) full months of the Term, and ii) Tenant is not in default beyond any applicable cure period as of the first day of the sixty-first (61st) full month of the Term, commencing on the first day of the sixty-first (61st) full month of the Term, this Guarantee shall be limited to twelve (12) months rolling plus the amount of the then-unamortized Landlord's Contribution and the amount of the then-unamortized leasing commissions amortized on a straight line basis over the initial Term.

10. If Guarantor defaults in the performance or observance of any agreement, duty, covenant, term or condition contained herein, or makes a general assignment for the benefit of creditors, or petitions or applies to any tribunal for the appointment of a trustee or receiver of the whole or any substantial part of the business, estate or assets of Guarantor or commence any proceedings relating to Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or if any such petition or application is filed or any such proceedings are commenced against Guarantor and Guarantor by any act indicates approval thereof, consent thereto or acquiesce therein, or an order is entered appointing any such trustee or receiver, or adjudicating Guarantor bankrupt or insolvent, or approving a petition in any such proceedings, and such order remains in effect for more than sixty (60) days, then same shall be considered an event of default hereunder, and Event of Default (as defined in the Lease) shall be deemed to have occurred, and Landlord shall have all remedies contemplated in the Lease upon the occurrence of an Event of Default thereunder.

11. If any provision of this Guaranty, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be valid and shall be enforceable to the fullest extent permitted by law.

12. BY SIGNING THIS GUARANTY, GUARANTOR WAIVES EACH AND EVERY RIGHT TO WHICH THEY MAY BE ENTITLED BY VIRTUE OF ANY SURETYSHIP LAW,

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INCLUDING ANY RIGHTS THEY MAY HAVE PURSUANT TO RULE 31 OF THE TEXAS RULES OF CIVIL PROCEDURE, §17.001 AND CHAPTER 43 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE AND CHAPTER 34 OF THE TEXAS BUSINESS AND COMMERCE CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

13. The value of the consideration received and to be received by Guarantor is reasonably worth at least as much as the liability and obligation of Guarantor incurred or arising under this Guaranty and all related papers and arrangements. Guarantor has determined that such liability and obligation may reasonably be expected to substantially benefit Guarantor directly or indirectly. Guarantor has had full and complete access to the underlying papers relating to the Lease and all other papers executed by Tenant in connection with the Lease. Guarantor is fully informed of all circumstances which bear upon the risks of executing this Guaranty and which a diligent inquiry would reveal. Guarantor agrees that Landlord shall have no obligation to advise or notify Guarantor or to provide Guarantor with any data or information.

14. Guarantor hereby represents, warrants, and covenants that (a) this Guaranty is duly authorized and valid, and is binding upon and enforceable against Guarantor; (b) Guarantor is not, and the execution, delivery and performance by Guarantor of this Guaranty will not cause Guarantor to be, in violation of or in default with respect to any laws or in default (or at risk of acceleration of indebtedness) under any agreement or restriction by which Guarantor is bound or affected; (c) except as heretofore otherwise expressly disclosed in writing to Landlord, there is no litigation pending or, to the knowledge of Guarantor, threatened before or by any tribunal or court against or affecting Guarantor; and (d) all financial statements and information heretofore furnished to Landlord by Guarantor do, and all financial statements and information hereafter furnished to Landlord by Guarantor will, fully and accurately present the condition (financial or otherwise) of Guarantor as of their dates and the results of Guarantor's operations for the periods therein specified. Guarantor's representations, warranties and covenants are a material inducement to Landlord to enter into the Lease and shall survive the execution hereof and any bankruptcy, foreclosure, transfer of security or other event affecting Borrower, Guarantor, any other party, or any security for all or any part of the Guaranteed Obligations.

15. This Guaranty embodies the entire agreement between Landlord and Guarantor with respect to the guaranty by Guarantor of the Guaranteed Obligations. This Guaranty supersedes all prior agreements and understandings, if any, with respect to guaranty by Guarantor of the Guaranteed Obligations. No condition or conditions precedent to the effectiveness of this Guaranty exist. This Guaranty shall be effective upon execution by Guarantor and delivery to Landlord.

16. This Guaranty is performable in Bexar County, Texas, and shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Guarantor agrees Landlord may bring suit against Guarantor in Bexar County, Texas, to enforce this Guaranty.

17. If this Guaranty is executed by more than one party as "Guarantor," all references herein to "Guarantor" shall refer to each and all of the undersigned parties signing this Guaranty as Guarantor; and the liability of said parties for the payment of Rent and the performance of the covenants, duties and obligations of Guarantor hereunder shall be joint and several.

18. GUARANTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR ACKNOWLEDGES THAT LANDLORD HAS NOT MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE

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REPRESENTED) IN THE SIGNING OF THIS GUARANTY BY INDEPENDENT LEGAL COUNSEL SELECTED BY GUARANTOR AND THAT GUARANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

EXECUTED this 1/9/2025 day of _____, 2025 to be effective the same day as the effective date of the Lease.

GUARANTOR:

DocuSigned by:
89A500C6A3EA4AC...

Print Name: Jacob Tompkins
SSN: 458518211

Address: 15637 Queen Victoria ct,
77316
Tel: 7138575983
Email: jay.tompkins@bakertilly.com

Signed by:
26FFABA8014C424...

Print Name: Derek Campbell
SSN: 358669374

Address: 162 Stonehedge PL
Montgomery, TX 77316
Tel: 832-331-1307
Email: dwcampb@gmail.com

Signed by:
2D7C3CF9D800489...

Print Name: Nathan Robbins
SSN: 455492464

Address: 3523 S FM 1486
Montgomery TX 77316
Tel: 936-718-3373
Email: nhalrobbins@icloud.com

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EXHIBIT "E"

OPTION TERM

Tenant is hereby granted an option to extend the Initial Lease Term for two (2) additional periods comprised of five (5) years each, which shall commence on the day after the expiration of the Initial Lease Term or the then applicable Option Term (each an "**Option Term**" and collectively, the "**Option Terms**"), contingent upon all of the following conditions being satisfied upon the expiration of the Initial Lease Term or then applicable Option Term:

(i) There shall be no event of default by Tenant under any of the terms and conditions of this Lease beyond applicable notice and cure periods at the time Tenant gives its notice exercising the Option Term or on the commencement date of the Option Term;

(ii) Tenant shall not have assigned this Lease or any interest therein or sublet (or otherwise permitted occupancy by any third party of) all or any portion of the Demised Premises regardless of whether any such assignment, sublease or occupancy is then still in effect and regardless of whether Landlord shall have consented to any such assignment, subletting or occupancy;

(iii) Tenant shall have furnished to Landlord financial statements and operating statements in form acceptable to Landlord, dated not earlier than one (1) year prior to the expiration of the Initial Term or then applicable Option Term which reflect that Tenant is then of a financial condition which in Landlord's sole judgment meets Landlord's then current requirements of financial condition for new tenants and leases (of comparable uses) in the Shopping Center; and

(iv) Tenant shall have given written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the Initial Lease Term or then applicable Option Term of Tenant's exercise of such Option Term.

In the event that any of the foregoing conditions are not satisfied upon the expiration of the Initial Lease Term or then applicable Option Term, the Lease shall expire at the end of such Initial Lease Term or then applicable Option Term and be of no further force and effect; provided, however, that Landlord shall have the right to waive any of said conditions in writing prior to the expiration or termination of the Initial Lease Term or then applicable Option Term.

Time is of the essence in the exercise of the Option Term and should Tenant fail or refuse to exercise the Option Term by timely notice, all remaining Option Terms shall lapse and be of no further force or effect.

In the event that Tenant effectively exercises an Option Term, then all of the terms and provisions as are applicable during the Initial Lease Term or applicable Option Term shall likewise be applicable during each Option Term except:

(a) Tenant shall have no further right to renew or extend the Term of this Lease after the expiration or other termination of the second (2nd) Option Term; and

(b) Minimum Guaranteed Rental during the Option Terms shall be as set forth in 1.1(o) of the Lease; and

(c) Landlord has no obligation to perform any improvements to the Demised Premises; and

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(d) Tenant shall accept the Demised Premises during the Option Terms in its then current "as is, where-is with all faults" condition.

References in this Lease to the "**Lease Term**" shall mean the Initial Lease Term and, if properly exercised, the Option Terms, unless such interpretation is expressly negated.

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EXHIBIT "F"

LANDLORD'S SIGNAGE CRITERIA

POLICY

The following sign criteria have been established to assist tenants in complying with their lease. These basic standards have been made to govern the design, fabrication and application of tenant signage and are intended to afford all tenants with good visual identification, both day and night, and to protect against poorly designed and badly proportioned signage. The following sign criteria (Exhibits "F" – "F-3") applies to all signage other than interior marketing signage not intended for use outside of a tenant's premises, and designates the type and style of standard signs that may be installed by a tenant. Signs are to be installed and paid for by the tenant, and must be approved in writing by Landlord prior to installation by Tenant.

The Landlord, however, reserves the right to grant reasonable variances when considered to be beneficial to the center's appearance, on an individual basis.

GENERAL REQUIREMENTS

A. The tenant will submit three (3) sets of fully detailed sign drawings to the Landlord for written approval. All drawings will be reviewed and approved or rejected within thirty (30) days of receipt by the Landlord. Under no circumstances are any signs to be installed at the Shopping Center without Landlord's prior written approval. Signs installed without Landlord approval or not conforming to the sign criteria will be removed from Shopping Center at tenant's expense.

B. The tenants will be responsible, at their expense, for having a licensed sign company obtain all required permits.

C. The signage contractor must be approved in writing by Landlord in Landlord's sole and absolute discretion. Signage contractors must have experience in the fabrication and installation of comparable signage in first class shopping centers in San Antonio, Texas.

D. Each tenant is responsible for obtaining his own licensed electrical contractor to perform any primary electrical work required to hook up service to his sign, at his expense. Coordination to be performed by the tenant.

E. Each tenant shall be responsible for providing a circuit from their electrical panel to Landlord's sign control system located above the store front and this must be shown on the finishout drawings for approval by Landlord.

F. Each tenant is responsible for maintaining his sign. If sign is not maintained properly, the Landlord will have the authority to repair as required at the Tenant's expense.

G. It is the responsibility of the tenant and the sign company to follow all sign criteria set forth by the Landlord and any city sign ordinance.

H. Any damage to the Building exterior or Common Areas caused by installation or removal of signage by will be repaired by Landlord at tenant's expense.

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I. Upon the expiration of the Lease Term, Landlord will remove Tenant's signage from the Building Face. The cost of completing any repairs to the Building Face, including the re-surfacing of the signage band, will be completed at Tenant's expense, with the actual cost to be credited against any Security Deposit held under the Lease.

BUILDING AND FASCIA SIGNS

A. Number of Signs:
Only one (1) sign is permitted per store, except as described as follows: When a store is located on a corner with two (2) matching fascias, one (1) sign per fascia will be permitted.

B. Locations of Signs:
Signs must be contained within the storefront sign band area. Signs must be centered both horizontally and vertically in sign band area. The exact location of Tenant's fascia signs must be approved by Landlord in writing.

C. Type of Signs Permitted:
All individual signs are to be channel lit letters on a metal wireway. No exposed wiring, conduit or fasteners.

D. Size and Design Requirements:

1. The maximum overall length shall not exceed 80% of the lease frontage (i.e. a 20' frontage lease will have a maximum sign length of 16').

2. The maximum letter height is 24" for a one line name and 36" total for a two-line name including space between the two lines. The minimum vertical letter heights shall not be less than 12".

3. Letter depth: 3" return to be painted same color as the letter faces.
Trim cap: 1" Jewelite to be painted the same color as the letter faces.

4. Letter Plexi color to be white unless landlord approved. Letters to be internally lit with white LEDs. No exposed wiring or conduit.

5. Front and Sign Fascia sign letters to be mounted on a 4"x4" raceway per the canopy signage detail shown on Exhibit "F-1".

6. All wiring to be contained within the raceway and must be installed in a manner that will not damage fascia. The raceway is to be painted to match the canopy using Landlord's paint specifications. Prior to painting, the raceway is to be prepped and primed per paint manufacturer's requirements. Power supple remote behind building fascia.

7. There will be no flashing lights, animation, exposed neon, or storefront graphics allowed in the center at any time.

8. Style of Letters: to be approved by Landlord.

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9. All signs to connect to master timer in center. Tenant responsible to bring primary power from master timer to sign fascia area.

WINDOW GRAPHICS

A. Glass areas of storefronts and offices shall remain free of graphics unless pre-approved in writing by Landlord. Only the address, hours of operation and entrance and exit information will be allowed without Landlord's prior written consent.

B. The copy should be unobtrusive and constructed of white die cut vinyl letters with a 5" maximum height.

C. There may be no illuminated or large signs behind glass areas, which advertise on a permanent basis. Landlord will allow pre-approved poster sized signs behind the glass areas but not the Spectrum Window Mesh or similar type glass coverings.

MULTI-TENANT PYLON SIGN

A. Panel background color to match existing.

B. Style of letters: to be approved by Landlord.

C. Text and logo sizes are subject to Landlord's reasonable approval.

D. White internal illumination.

TEMPORARY BANNERS

Tenant shall have the right to advertise "Coming Soon" and "Now Open" banners thirty (30) days prior to opening and ninety (90) days following their opening date in order to create awareness in the market.

The size, design, location, and method of installing all temporary signage must be approved in writing by Landlord prior to installation by Tenant.

SIGN TEXT

Sign text shall be limited to a tenant's trade name as it appears in its lease. Landlord reserves the right to limit the use of a tenant's customary logo.

PROHIBITED SIGNS

A. Temporary trailer signs.

B. Animated or moving signs.

C. Iridescent painted signs or "Day-Glo Colors".

D. Exposed fluorescent illumination.

E. Signs which make or create noise.

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

EXHIBIT "F-1"

Example Fascia Signage & Fascia Signage Detail

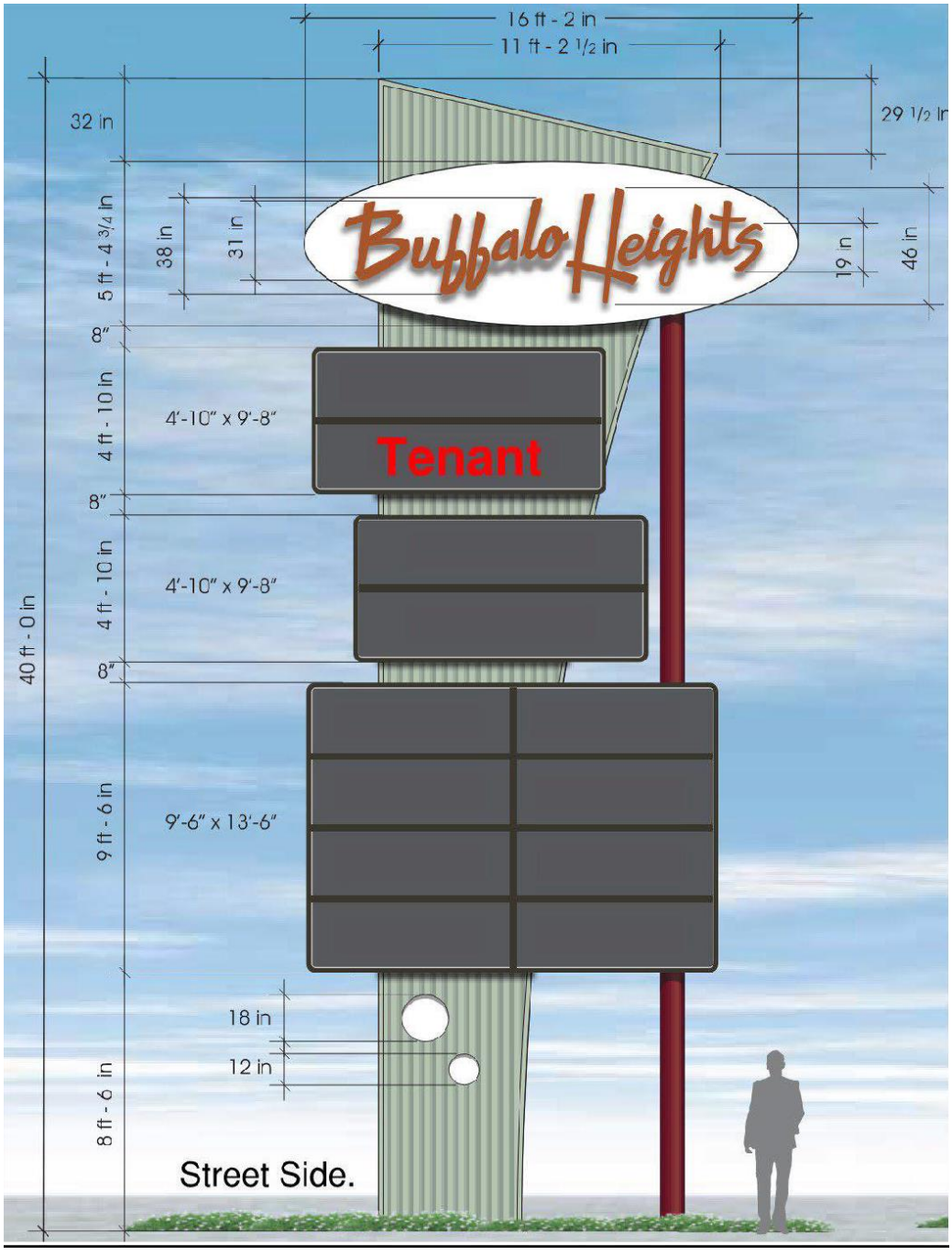
Example Fascia Signage

Front of Building Fascia Signage Detail:

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

EXHIBIT "F-2"

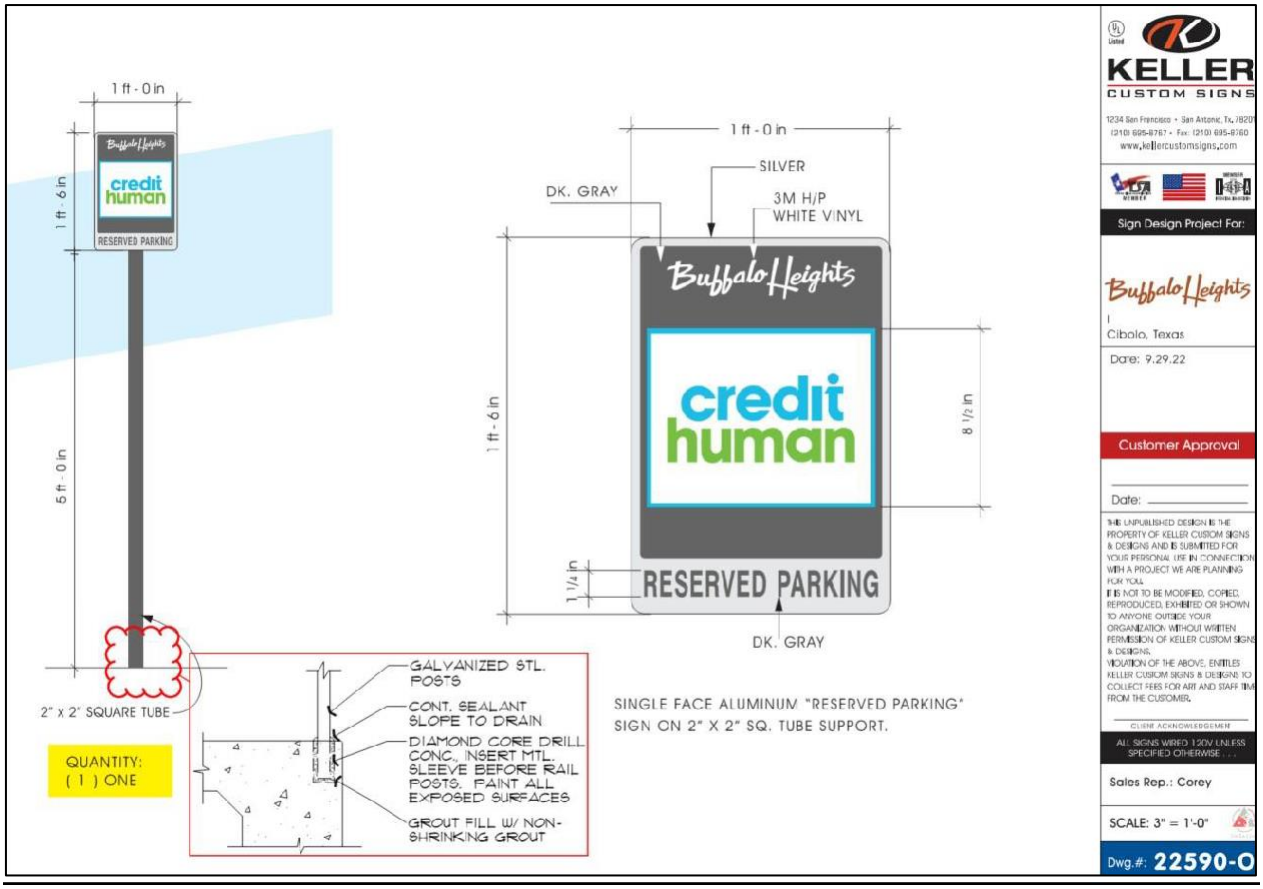
Tenant's Signage Allocation



Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

EXHIBIT "F-3"

Parking Signage Example & Detail



Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

EXHIBIT "G"

TENANT INSURANCE REQUIREMENTS

Tenant shall obtain, purchase and continuously maintain in-force at its sole cost and expense and during the entire Term of this Lease the following policies of insurance which represent the Landlord's minimum insurance requirements for the Tenant's use or occupancy at, in, on or about the Premises:

Commercial Property Insurance

Commercial Property Insurance policy covering risks of direct physical loss or damage insured against under Causes Of Loss - Special Form (ISO Form CP 10 30 10 12 or Equivalent) including loss due to Theft and including loss or damage insured against under Equipment Breakdown Cause Of Loss (ISO Form 10 46 10 12 or Equivalent), (herein "Covered Perils").

The Commercial Property Insurance policy maintained by Tenant shall provide insurance against Covered Perils for 100% of the Full Replacement Cost of Business Personal Property including all leasehold improvements and betterments made by or on behalf of Tenant and shall include all personal property, trade property, furniture, fixtures, machinery and equipment owned, leased or used by Tenant, Tenants employees, guests or invitees situated at, in, on or about the Premises, (herein "Tenant Property").

This Commercial Property Insurance policy shall be written to incorporate the following endorsements in the policy:

Waiver of Right to Recover ("Waiver of Subrogation") in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Loss Payable Provisions (ISO Form CP 12 18 10 12) as Building Owner in favor of Landlord with respect to leasehold improvements and betterments including plate glass for which the Tenant is responsible or legally liable as set out in Section 11.01.

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Commercial General Liability. Commercial General Liability insurance providing coverage for bodily injury, including death, and property damage due to an Occurrence arising from activities of the Tenant or Tenant's employees, guests, invitees, contractors and subcontractors at every tier. The aggregate limit of the Commercial General Liability insurance policy shall apply separately and exclusively to the Tenant's use, occupancy and operations at, in, on or about the Premises. This Commercial General Liability insurance policy shall be written with Limits of Liability of no less than:

$2,000,000 General Aggregate (Per Location)
$1,000,000 Products Liability and Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury Limit
$1,000,000 Each Occurrence
$100,000 Damage To Rented Premises
$5,000 Medical Expense

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This Commercial General Liability insurance policy shall be written to include and incorporate the following endorsements in the policy in favor of the Landlord:

Additional Insured – Manager or Landlord of Premises (ISO Form CG 20 11 04 13).

Waiver of Transfer of Rights of Recovery Against Others To Us (ISO Form CG 24 04 05 09) in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Primary and Noncontributory – Other Insurance Condition (ISO Form CG 20 01 04 13).

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Workers' Compensation and Employers Liability

Workers Compensation insurance to the statutory limit in the state of hire and Employer's Liability insurance to Limits of Liability of no less than:

$1,000,000 Each Accident
$1,000,000 Each Employee by Disease
$1,000,000 Policy Limit by Disease

This Workers Compensation and Employers Liability insurance policy shall be written to include and incorporate the following endorsements in the policy:

Waiver of Right to Recover ("Waiver of Subrogation") in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Commercial Umbrella Liability. Commercial Umbrella Liability insurance written on an Occurrence Policy Form and providing follow form coverage in excess of the underlying Commercial General Liability and Employers Liability insurance policies required herein. The Commercial Umbrella Liability shall be written with Limits of Liability of no less than $5,000,000. This Commercial Umbrella Liability insurance policy shall be written to include and incorporate the following endorsements in the policy:

Waiver of Right to Recover (Waiver of Subrogation) in favor of Landlord consistent with the Waiver Provision set out in Section 13.08.

Thirty Days Advance Notice of Cancellation or Non-Renewal to Landlord.

Reference To Specific ISO Forms. As used herein, the reference to specific ISO Forms refers to the insurance forms and endorsements published by Insurance Services Office. Based upon the advice and guidance of Tenant's insurance agent or broker, other insurance forms providing equivalent or better coverage may be substituted for the suggested ISO forms.

Tenant Insurance Primary and Non-Contributory. Each insurance policy maintained by Tenant shall apply as primary insurance and shall be applied without contribution from any insurance coverage maintained by Landlord as insurance coverage maintained by Landlord, if any, shall be

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

excess of Tenant's insurance and Tenant shall have Tenant's insurance policies so endorsed. The amount of insurance under insurance policies maintained by Tenant shall not be reduced by the existence of any insurance coverage under insurance policies separately maintained by Landlord.

Insurance Carrier Licensed and Rated. Tenant's insurance policies shall be issued by insurance companies authorized to do business in this State of Texas and assigned a Financial Strength Rating of at least "A-" and a Financial Size Category of at least "X" by A. M. Best Company. If the Best Credit Ratings are discontinued, an equivalent method of rating insurance company shall be selected by Landlord and applied.

Certificates of Insurance. Tenant shall provide Landlord with Certificates of Insurance describing the material terms of the insurance coverage required herein. Tenant shall provide certified copies of insurance policies or Certificates of Insurance on or before the date Tenant first occupies the Premises and not less than fifteen (15) days prior to the expiration of each policy term for each required coverage. It is understood and agreed that Landlord is under no obligation to approve of, reject or otherwise validate Tenants insurance coverage. Tenant's occupancy of the Premises without providing Landlord with certified copies of insurance policies or Certificates of Insurance shall not constitute a waiver of Tenant's obligations to maintain the required insurance coverage. If Tenant provides to Landlord certified copies of insurance policies or Certificates of Insurance that do not conform with the insurance coverage required herein, or that are faulty in any respect, such shall not constitute a waiver of Tenant's obligations to maintain the proper insurance coverage or relieve Tenant of the responsibility for loss, damage or claim that would have otherwise been covered by the required insurance policies.

Failure of Tenant to Maintain Insurance. Any failure of Tenant to purchase and maintain the insurance policies and coverage limits required hereunder or any failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Section 17.02, and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure.

Tenant Insurance Requirements of Contractors. Tenant shall require contractors and subcontractors at every tier while performing work for Tenant or providing any service to Tenant to purchase and maintain commercial insurance in amounts and for risks and exposures which, in the sole judgment of the Tenant, will be sufficient to protect Tenant and Landlord's interests from and against any and all claims, loss, damage, demands, causes of action, lawsuits, judgments, costs and expenses (including attorney's fees), and other adverse financial consequence howsoever caused. At a minimum, Tenant shall require contractors and subcontractors at every tier while performing work for Tenant or providing any service to Tenant in, on, at or about the Premises to purchase and maintain Commercial General Liability including Products Liability and Completed Operations insurance, Workers Compensation and Employers Liability and Automobile Liability insurance with equivalent coverage terms, Limits of Liability and endorsements (additional insured, waiver of rights to recover) in favor of Landlord as are described herein and required by Landlord of Tenant.

Landlord Makes No Representation As To Adequacy Of Landlords Minimum Insurance Requirements. It is expressly understood and agreed that the types of insurance coverage and the Limits Of Liability described herein and required by Landlord of Tenant represents the Landlords minimum insurance requirements and shall not be construed to represent advice as to the types or amount of insurance coverage Tenant should purchase to protect their interests. Tenant should consult with their insurance agent or broker to determine the forms of commercial insurance

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

necessary to protect against risks and exposures and in amounts which, in the sole judgment of the Tenant, will be sufficient to protect Tenants interests from and against loss, property damage, claims, demands, causes of action, lawsuits, judgments, costs and expenses (including attorney's fees), and damages and other adverse financial consequence howsoever caused. It is expressly understood and agreed that the Landlord's minimum insurance requirements shall not void or limit Tenant's obligations contained in this Lease, including without limitation Tenant's indemnity obligations hereunder. Neither shall (A) the insolvency, bankruptcy or failure of any insurance company providing insurance coverage to Tenant, (B) the failure of any insurance company to pay claims, nor (C) any exclusion from or insufficiency of coverage be held to affect, negate or waive any of Tenant's indemnity obligations under Section 13.04 or any other provision of this Lease.

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

EXHIBIT "G-1"

FORM OF EVIDENCE OF PROPERTY INSURANCE

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext):	COMPANY
Name of Agent		Insurance Company (A.M. Best Rate A- VIII or Better)
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED: Name of Insured		LOAN NUMBER / POLICY NUMBER
		EFFECTIVE DATE / EXPIRATION DATE / ___ CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Location of Property

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Replacement Cost of Tenant Personal Property Including Leasehold Improvements	Limit	Deductible

REMARKS (Including Special Conditions)

See Attached

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
Landlord Parties 10003 NW Military Highway Suite 2205 San Antonio, Texas 78231	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☒ LOSS PAYEE ☐ MORTGAGEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Signature of Agent	

ACORD 27 (2016/03)

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ATTACHMENTS TO EVIDENCE OF PROPERTY INSURANCE (Acord Fonn 27)

Landlord Parties: _____

_____

_____

_____

_____

_____

_____

_____

_____

Commercial Property Insurance Endorsements:

- Waiver of Subrogation Endorsement(s) **in** favor of Landlord Parties
  Loss Payable Clause as respects Leasehold Improvements **in** favor of Landlord

Docusign Envelope ID: 23BA99D1-6052-48D5-B3A5-14ED4E4732B8

EXHIBIT "G-2"

FORM OF CERTIFICATE OF LIABILITY INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Name of Agent	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Insurance Company	
Name of Insured	INSURER B : (A.M. Best Rated A- VIII or Better)	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		Policy Number			EACH OCCURRENCE	$ $1,000,00
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $100,000
							MED EXP (Any one person)	$ $5,000
							PERSONAL & ADV INJURY	$ $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ $1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			Policy Number			EACH OCCURRENCE	$ $1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ $1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number			[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached

CERTIFICATE HOLDER	CANCELLATION
Landlord Parties 10003 NW Military Highway Suite 2205 San Antonio, Texas 78231	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Signature of Agent

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ATTACHMENTS TO CERTIFICATE OF LIABILITY INSURANCE (Acord Form 25)

Landlord Parties: _____

Commercial General Liability Policy Endorsements:

Waiver of Subrogation Endorsement(s) in favor of Landlord Pa11ies
Additional Insured Endorsement(s) in favor of Landlord Parties

workers Compensation Policy Endorsements:

Waiver of Subrogation Endorsement(s) in favor of Landlord Patties

SUPPLY AND APPLY (2) TWO WHITE PLEXI PANELS WITH DK. GRAY VINYL OVERLAY AND WEEDED OUT COPY / SHOW THRU GRAPHICS / 3M #3630-146 BURNT ORANGE VINYL OVERLAY (CIRCLE ONLY).

UL Listed

KELLER
CUSTOM SIGNS

1234 San Francisco • San Antonio, Tx. 78201
(210) 695-8767 • Fax: (210) 695-8760
www.kellercustomsigns.com

MEMBER IA INTERNATIONAL SIGN ASSOCIATION

TSA TEXAS SIGN ASSOCIATION MEMBER

Sign Design Project For:

CRUST PIZZA CO

813 Cibolo Valley Drive
San Antonio, Texas 78108

Date: 5.7.25
6.18.25

Customer Approval

Date: _____

THIS UNPUBLISHED DESIGN IS THE PROPERTY OF KELLER CUSTOM SIGNS & DESIGNS AND IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU.
IT IS NOT TO BE MODIFIED, COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION OF KELLER CUSTOM SIGNS & DESIGNS.
VIOLATION OF THE ABOVE, ENTITLES KELLER CUSTOM SIGNS & DESIGNS TO COLLECT FEES FOR ART AND STAFF TIME FROM THE CUSTOMER.

CLIENT ACKNOWLEDGEMENT

ALL SIGNS WIRED 120V UNLESS SPECIFIED OTHERWISE . . .

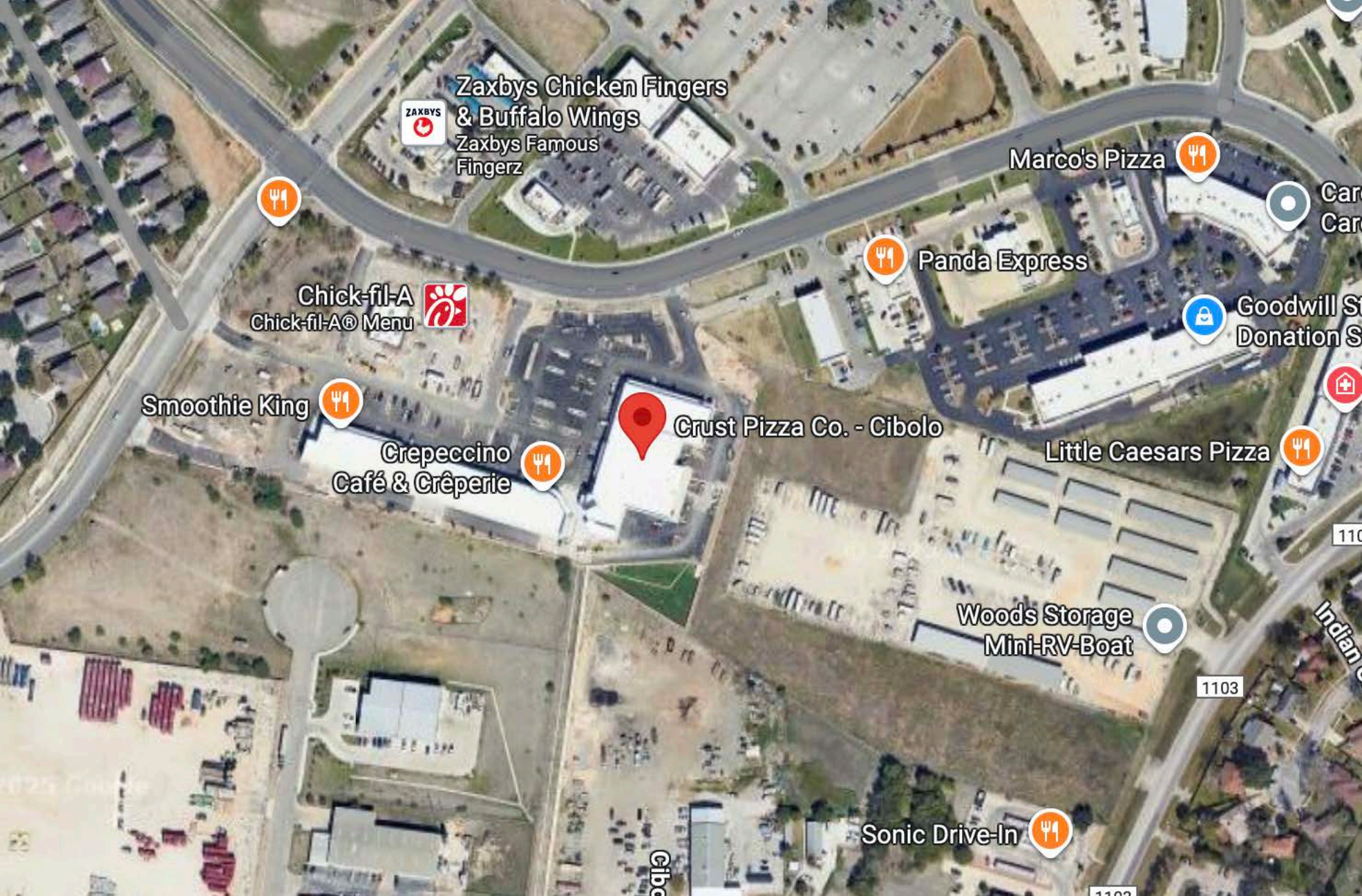
Sales Rep.: Corey

SCALE: 3/4" = 1'-0"

De La Cruz

Dwg.#: 23008-C

CRUST
PIZZA Co
CRUST
PIZZA
Co
PIZZA & MORE


Zaxbys Chicken Fingers & Buffalo Wings
Zaxbys Famous Fingerz
Marco's Pizza
Panda Express
Chick-fil-A
Chick-fil-A® Menu
Smoothie King
Crust Pizza Co. - Cibolo
Crepeccino Café & Crêperie
Little Caesars Pizza
Woods Storage Mini-RV-Boat
1103
Sonic Drive-In

KELLER CUSTOM SIGNS

PO Box 690970
San Antonio, TX 78269
Phone # 210-695-8767
www.kellercustomsigns.com

Date 6/12/2025
Job # 23008
Rep CK

*Checks Payable To: Keller Custom Signs & Designs
*50% Depsit Is Required At Time Of Contract Signing
*Final Balance Total Is Due Upon Installation
*This Proposal Becomes A Contract Upon Acceptance And Subject To All Terms And Conditions

3% Credit Card Processing Fee

Quotation and Purchase Contract

Client Billing Information	Job Location
Crust Pizza Co. 813 Cibolo Valley Dr. Suite #170 Cibolo, TX 78108 Customer Phone Customer Fax	Crust Pizza Co. 813 Cibolo Valley Dr. Suite #170 Cibolo, TX 78108 Authorization / P.O. 50% down payment / 50% upon completion - Thank You!

We Respectfully Submit Specification & Estimates For:

Description	Qty	Rate	Amount
Manufacture and install (1) set of 39" "CRUST" and 13" "PIZZA CO", mounted to fulcrum raceway and bracket, per drawing #23008-BC. Manufacture and install (1) Double Face 6'-6" X 5' Blade sign with routed graphics, internal LED lighting, per drawing #23008-BC. **Cost does not include running primary electrical to either sign location.**			
Material Cost	1	7,570.00	7,570.00T
Labor Cost	1	5,040.00	5,040.00
Manufacture and install (2) faces for pylon sign and (2) faces for monument sign per drawing #23008-C & D. Cut and apply white vinyl graphics for front door.			
Material Cost	1	1,420.00	1,420.00T
Labor Cost	1	1,080.00	1,080.00
Permit Research and Acquisition ***PERMITS TO BE BILLED AT COST ON FINAL INVOICE***	1	400.00	400.00

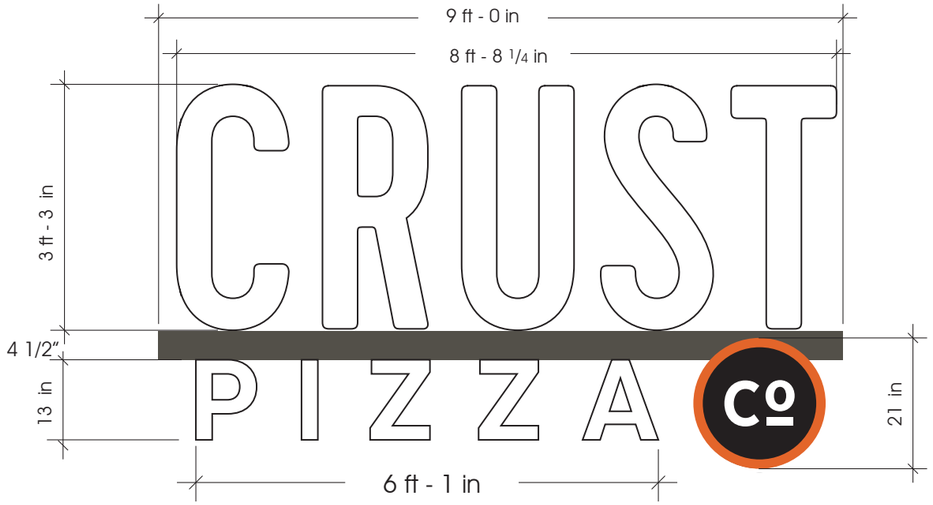
*THIS PROPOSAL MAY BE WITHDRAWN BY KELLER CUSTOM SIGNS IF PROPOSAL, DEPOSIT, AND FINAL DRAWING NOT ACCEPTED WITHIN 15 DAYS OF PROPOSAL DATE. IF AT ANY TIME THE SCOPE OF WORK CHANGES THE PRICE IS SUBJECT TO CHANGE.
*Customer Is To Furnish All Primary Electrical Service (120V UNLESS OTHERWISE AGREED) To Sign Including: Timers, Photocells, Switches, And /Or Other Controls Required By Local City Ordinances At Customers Own Expense.
*Installation Portion Of This Estimate Is Based On Adequate Access To Front And Backside Of The Installation Area.
*Installation Above Ceiling Line May Require Roof Repair And Is The Responsibility Of The Client.

*DEFAULT: It is expressly provided that title to the above property is retained by seller and in seller's name until the full payment of the above obligation by buyer; and if buyer shall fail to pay such obligation fully upon completion of the job, then seller shall have the right, and is hereby authorized and empowered, to take and resume possession of and remove into such possession, with or without process of law, any or all of the property herein, without any liability for damages.

Subtotal	$15,510.00
Sales Tax (8.25%)	$741.68
Total Contract	$16,251.68

This Agreement Is Accepted & Approved By:

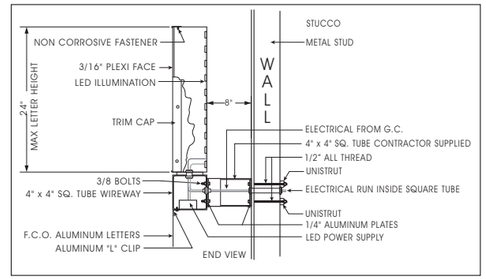
Customer Signature		Sales Account Rep	Date
Date	06/13/2025	KCSD Management:	Date

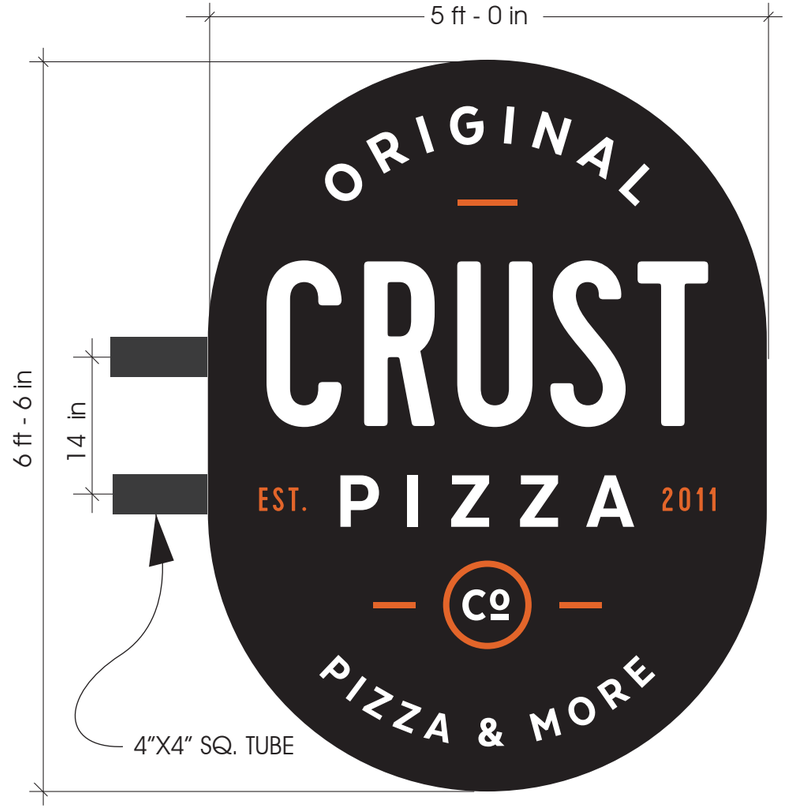


SCALE: 1/2" = 1'-0"

- FABRICATE AND INSTALL (1) ONE SET OF FRONT LIT ALUMINUM CHANNEL LETTERS ON A RACEWAY.
- 5" BLACK ALUMINUM RETURNS.
- WHITE PLEXI FACES / 3M #3630-124 BURNT ORANGE VINYL OVERLAY (CIRCLE ONLY)
- 1" BLACK TRIM CAP.
- WHITE LED ILLUMINATION
- RACEWAY COLOR- SW #7048 URBAINE BRONZE

SW 7048 URBANE BRONZE





SCALE: 3/4" = 1'-0"

- FABRICATE AND INSTALL (1) ONE DOUBLE FACE INTERNALLY ILLUMINATED FLAG MOUNTED SIGN.
- ALUMINUM SIGN TO BE PRIMED AND PAINTED BLACK.
- TO HAVE ROUTED OUT GRAPHICS / BACKED WITH WHITE ACRYLIC / ORANGE VINYL OVERLAY (3M #3630-124 BURNT ORANGE).
- PRIMED AND PAINTED BLACK SIGN SUPPORTS.

UL Listed
KELLER CUSTOM SIGNS
1234 San Francisco • San Antonio, Tx. 78201
(210) 695-8767 • Fax: (210) 695-8760
www.kellercustomsigns.com

MEMBER IDA INTERNATIONAL SIGN ASSOCIATION
TSA TEXAS SIGN ASSOCIATION MEMBER

Sign Design Project For:

CRUST PIZZA Co

813 Cibolo Valley Drive
San Antonio, Texas 78108

Date: 5.29.25 6.17.25

Customer Approval

Date: _____

THIS UNPUBLISHED DESIGN IS THE PROPERTY OF KELLER CUSTOM SIGNS & DESIGNS AND IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU.
IT IS NOT TO BE MODIFIED, COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION OF KELLER CUSTOM SIGNS & DESIGNS.
VIOLATION OF THE ABOVE, ENTITLES KELLER CUSTOM SIGNS & DESIGNS TO COLLECT FEES FOR ART AND STAFF TIME FROM THE CUSTOMER.

CLIENT ACKNOWLEDGEMENT

ALL SIGNS WIRED 120V UNLESS SPECIFIED OTHERWISE . . .

Sales Rep.: Corey

SCALE: 3/4" = 1'-0"

De La Cruz

Dwg.#: 23008-BC

IMPACT REPORT

CRUST PIZZA

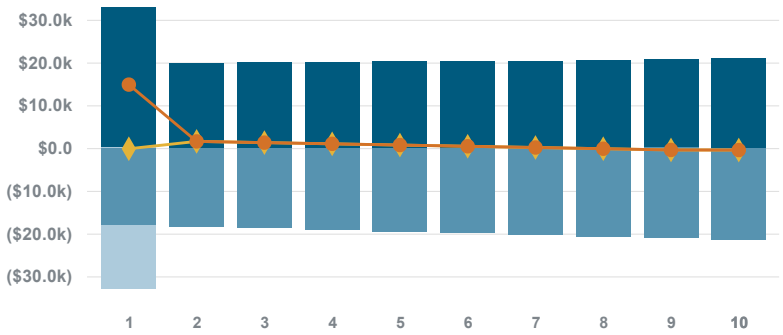
EDGE Grant

New/Startup | Tourism & Hospitality

City of Cibolo

BENEFITS	COSTS	INCENTIVES
$215,332	($196,833)	($15,000)

NET BENEFITS	NET BENEFITS LESS INCENTIVES
$18,498	$3,498



JOBS

33.2 Total
30.0 Direct
3.2 Spin-off

SALARIES

$16 Avg
$15 Direct
$28 Spin-off

CAPITAL INVEST.

$535,000
Buildings + FF&E

RESIDENTIAL DEV.

0.0 Homes
0.0 Relocations

NET BENEFITS LESS INCENTIVES	$3,498
Present Value	$3,182
NET BENEFITS	**$18,498**
Present Value	$17,468

BENEFITS

Sales Taxes	$805
Real Property Taxes	$0
FF&E Property Taxes	$14,950
Inventory Property Taxes	$0
New Residential Property Taxes	$129
Hotel Occupancy Taxes	$0
Building Permits and Fees	$12,192
Utility Revenue	$146,305
Utility Franchise Fees	$12,219
Miscellaneous Taxes and User Fees	$28,732
Benefits Subtotal	**$215,332**

COSTS

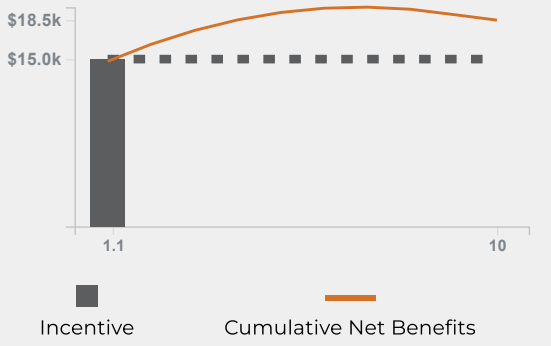
Cost of Government Services	($53,502)
Cost of Utility Services	($143,331)
Costs Subtotal	**($196,833)**

INCENTIVES

Non-Tax Incentive	($15,000)

INCENTIVE ANALYSIS

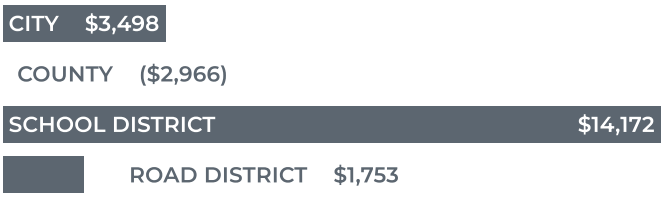
$15,000	$500
Total Incentive	Per Job
12.3%	**1.1 Yrs**
Rate of Return	Payback Period



NET BENEFITS LESS INCENTIVES OVER 10 YEARS

IMPACT DASHBOARD

Incentives Subtotal	**($15,000)**



City of Cibolo

Economic Development Corporation Staff Report

E. Discussion/Action related to an application by Zen Bubble for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount up to $15,000 for improvements to the site located at 2451 FM1103 #137 (C. Hardin & Taundra Moore)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7E.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

Staff received an Economic Development for Growth & Enhancement Grant (EDGE Grant) application from Zen Bubble owner Taundra Moore for a EDGE grant for assistance in offsetting the cost of onsite improvements for their business located at 2451 FM1103 #137. Mrs. Moore shared in her grant request the following statement:

"I hope this letter finds you well. I am writing to you on behalf of Zen Bubble LLC to seek financial assistance through the EDGE grant program. Our business has recently encountered significant challenges that have severely impacted our operations, and we are in need of support to overcome these hurdles and continue contributing to the Cibolo community. Zen Bubble LLC had to relocate after the City of Cibolo acquired our former building. Thankfully, the City of Cibolo provided tremendous support throughout this transition, helping us find a new location and connecting us with essential resources. As a result, we were able to stay in Cibolo, Texas. However, the move incurred unexpected costs that put pressure on our financial resources. Significant construction along the FM Corridor at our new site has greatly restricted customer access. This ongoing construction has caused a substantial decrease in foot traffic and sales, resulting in our revenue being cut in half as potential customers are discouraged by the blocked access to our establishment."

Zen Bubble is among one of the first full applications staff has received for the EDGE Grant program which was launched on July 1, 2025.

STAFF RECOMMENDATION:

Staff have found that this application meets most of the EDGE Grant criteria and recommends approval of the EDGE Grant to reimburse 50% of eligible costs not to exceed $15,000 for this on-site improvement related tenant finish out and sign improvements. One thing this application does not meet is that the improvements are completed but were already scheduled prior to the launch of the EDGE grant program. In consideration of the level of investment Zen Bubble has made and the disruptions caused by continued construction on FM 1103 staff recommend approval of this item as presented.

FINANCIAL IMPACT:

Staff have calculated based on application and invoices provided that the amount of reimbursement to be $9,859.

MOTION(S):

Example of a motion would be "I motion to approve the application from Zen Bubble for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified "

Attachments

COMPLETED - ZEN BUBBLE EDGE APP.pdf

EDGE Grant - 2451 FM 1103 - 09/19/2025

Applicant Information

Applicant / Primary Contact Information

Name
Taundra Moore

Type
Business Tenant

Business Profile

Name
Zen Bubble, LLC

Phone
No information entered

Email
thezenbubblellc@gmail.com

Physical Address
2451 FM1103 #137 Cibolo Texas 78108

Mailing Address
144 Valley View Drive La Vernia Texas 78121

Questions

1. Federal Taxpayer ID Number:

Ans. 93-2022852

2. Business Type:

Ans. Corporation

3. Please upload establishment of business entity name:

Ans. No information entered

Parties

Property Owner

Business Owner

Business Name
Wuest Investments LLC

EIN
No information entered

First Name
Phil

Last Name
Wuest

Phone Number
8303793442

Email
pwuest@pic-n-pac.com

Address
9318 FM 725, McQueeney, Texas, 78123

Business Name
Zen Bubble, LLC

EIN
932022852

First Name
Taundra

Last Name
Moore

Phone Number
4432028836

Email
thezenbubblellc@gmail.com

Address
2451 FM1103, #137, Cibolo, Texas, 78108

Other Businesses In Building

Business Name
No information entered

EIN
No information entered

First Name
No information entered

Last Name
No information entered

Phone Number
No information entered

Email
No information entered

Address
No information entered

Contractor

Questions

Business Name
South Texas Pro Builders

EIN
No information entered

First Name
Roger

Last Name
Olivo

Phone Number
2107279327

Email
sotxprobuilders@gmail.com

Address
Atascosa, Texas, 78002

1. Please list any businesses in the building that are interested in participating in the Business Improvement Grant Program:

Ans. No information entered

2. Contractor Website:

Ans. No information entered

Property Information

Parcel Id
163915

Parcel Address
2451 FM 1103 , Cibolo, Texas, 78108

Last Assessment
No information available

Previous Year Assessment
No information available

Districts
City Limits

Questions

1. Please upload at least two photos of existing exterior or property:

Ans. f126fe6a-6f0b-487e-bb27-4a6fe3786e5f.jpeg

2. Please provide the legal description of subject property:

Ans. No information entered

3. Please upload proof of ownership (if property owner):

Ans. No information entered

4. Please upload copy of signed lease agreement:

Ans. No information entered

5. Please upload vicinity map of subject property

Ans. Vicinity Map.pdf

Project Details

Details

Proposed Use
No information entered No information entered

Public Improvements
No information entered

Estimated Future Assessed Value
No information entered

Proposed Square Footage
No information entered

Improvements Requested

Estimated Future Tax
No information entered

Questions

1. Reason for Requesting Grant:

Ans. Zen Bubble LLC faced significant challenges when it had to relocate due to the City of Cibolo acquiring its previous building. This abrupt move was further complicated by extensive construction work carried out on the FM Corridor near the new location. The construction severely hampered customer access, leading to a dramatic decline in foot traffic and sales, with the business experiencing a reduction in sales by half as potential customers were deterred by the ongoing construction activities that blocked easy access to the premises. The heavy construction has been a formidable barrier, not only physically but also economically, as the decreased customer traffic due to construction-related obstructions has significantly strained the business's financial resources. Nevertheless, Zen Bubble LLC remains committed to overcoming these challenges and regaining its footing to continue serving the community with excellence. To address these challenges, Zen Bubble LLC is seeking financial assistance through the EDGE grant. This assistance is intended to mitigate the expenses incurred from the relocation and the adverse effects of the construction. An exception has been granted to apply for reimbursement of these incurred expenses. The requested grant will provide much-needed support, allowing Zen Bubble LLC to enhance its infrastructure and customer experience despite the ongoing challenges.

2. Please describe any planned "Non-Grant" enhancements:

Ans. No information entered

3. Please upload letter to the CEDC Board of Directors describing proposed project and need for grant funds:

Ans. Letter to the CEDC Board of Directors (1).pdf

4. Please upload project outline, illustrations, other supplemental information:

Ans. us signs diagram.jpg

5. Please upload completed Economic Impact Analysis:

Ans. Zen_Bubble_Economic_Impact.docx

Eligible Costs

Enhancements

Facade	$0.00
Sign Improvement	$3,647.00
Property Improvement	$16,071.00
Demolition	$0.00
New Construction	$0.00
Sub Total:	$19,718.00

Financing Details

Fund Request

Funding Request	Not Specified
Eligible Costs Total	$19,718.00
Total Estimated Project Cost	No information entered
Total Funding Amount Requested	No information entered

Questions

1. Please upload construction cost estimates from a contractor/vendor:

Ans. No information entered

2. Please upload Applicant's W-9:

Ans. W9_Zen_Bubble.pdf

Estimated Timeline

Date Company Established

Date
01/17/2018

Description
Estimated Date Company Established

Begin Date

Date
10/02/2024

Description
Estimated Begin Work Date

Completion Date

Date
11/01/2024

Description
Estimated Completion Date

Documentation Collection

Documents

1. Name: Zen Bubble Lease.pdf **Uploaded Date:** 9/17/2025 2:07:46 PM

2. Name: Inv_0512602_from_US_Signs_11984.pdf **Uploaded Date:** 9/17/2025 2:09:59 PM

3. Name: Signaroma-Proforma_Invoice6969-12-10-2024-table.pdf

Uploaded Date: 9/17/2025 2:11:06 PM

4. Name: South Texas Pro-Builders - Invoice INV0289- Electrical.pdf

Uploaded Date: 9/17/2025 2:12:33 PM

5. Name: Plumbing-AJAQ- Invoice Plumbing WorkProposal.pdf

Uploaded Date: 9/17/2025 2:14:54 PM **6. Name:** Olivio Construction- Build Out Quote.pdf

Uploaded Date: 9/17/2025 2:16:58 PM

7. Name: 9d335272-85d9-487f-8c98-df1c5ce1080d.jpeg **Uploaded Date:** 9/18/2025 11:49:39 PM

8. Name: 4c0f0aca-22a2-440e-a808-a7d70cfd4f24.jpeg **Uploaded Date:** 9/18/2025 11:50:19 PM

9. Name: CERTIFICATE OF FACT- ZEN BUBBLE.pdf **Uploaded Date:** 9/19/2025 12:58:35 AM

10. Name: STORE BUILD-OUT DIAGRAM.jpg **Uploaded Date:** 9/19/2025 1:01:39 AM

11. Name: Zen_Bubble_Economic_Impact.docx **Uploaded Date:** 9/19/2025 1:11:04 AM

Declarations

Name: Taundra Moore
Date: 09/21/2025

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Zen Bubble, LLC. (file number 805118626), a Domestic Limited Liability Company (LLC), was filed in this office on June 26, 2023.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 26, 2023.

Jane Nelson
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Secretary of State

Office of the Secretary of State

June 28, 2023

Attn: Taundra Moore

Taundra Moore
144 Valley View Dr
La Vernia, TX 78121 USA

RE: Zen Bubble, LLC.
File Number: 805118626

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at https://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Zen Bubble, LLC.
File Number: 805118626

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/26/2023

Effective: 06/26/2023

Jane Nelson
Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-22-2023

Employer Identification Number:
93-2022852

Form: SS-4

Number of this notice: CP 575 A

ZEN BUBBLE LLC
TAUNDRA MOORE SOLE MBR
144 VALLEY VIEW DR
LA VERNIA, TX 78121

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2022852. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2025
Form 944	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

Invoice

258 Trade Center Drive
New Braunfels, TX 78130
830-629-4411 830-629-8099 Fax

TSCL 18579 **ussignsnb@gmail.com**

Date	*Invoice #*
12/31/2024	05-12602

Bill To

Zen Bubble
2451 FM 1103 #137
Cibilo, Tx.
78108

P.O. Number	Terms	Due Date
	Due on receipt	12/31/2024

Description	Quantity	Rate	Amount
Manufacture & install LED channel cabinets with Zen logo and copy. 50" x 8'. As quoted.		**2,600.00**	**2,600.00T**
Permit cost```		**118.45**	**118.45**

Thank you for your business.

Subtotal	**$2,718.45**
Sales Tax (8.25%)	**$214.50**
Total	**$2,932.95**

Regulated By The Texas Dept. Of Licensing And Regulation, PO Box 12157 Austin, TX 78111

E-mail
ussignsnb@gmail.com

Letter to the CEDC Board of Directors

Zen Bubble LLC
2451 FM1103
Cibolo, Texas 78108
thezenbubblellc@gmail.com
830-260-4811

September 18th, 2025

Board of Directors
Cibolo Economic Development Corporation (CEDC)

Dear Members of the Board,

I hope this letter finds you well. I am writing to you on behalf of Zen Bubble LLC to seek financial assistance through the EDGE grant program. Our business has recently encountered significant challenges that have severely impacted our operations, and we are in need of support to overcome these hurdles and continue contributing to the Cibolo community.

Zen Bubble LLC had to relocate after the City of Cibolo acquired our former building. Thankfully, the City of Cibolo provided tremendous support throughout this transition, helping us find a new location and connecting us with essential resources. As a result, we were able to stay in Cibolo, Texas. However, the move incurred unexpected costs that put pressure on our financial resources. Significant construction along the FM Corridor at our new site has greatly restricted customer access. This ongoing construction has caused a substantial decrease in foot traffic and sales, resulting in our revenue being cut in half as potential customers are discouraged by the blocked access to our establishment.

The economic impact of these construction-related obstructions has been formidable, creating both physical and financial barriers. Despite these difficulties, Zen Bubble LLC remains deeply committed to overcoming the challenges and regaining its footing. Our goal is to continue serving our community with excellence and enhance the customer experience at our new location.

To address these challenges, we are applying for the EDGE grant to mitigate the expenses incurred from the relocation and the adverse effects of the construction. We are grateful for the exception that has been granted to apply for reimbursement of these incurred expenses. The

requested grant will provide the much-needed support to enhance our infrastructure, improve customer access, and sustain our business during this challenging period.

We believe that with the assistance from the CEDC through the EDGE grant, Zen Bubble LLC can continue to be a vibrant part of the Cibolo business community. We are eager to resume our growth trajectory and contribute positively to the local economy.

Thank you for considering our application. We look forward to the opportunity to discuss our proposal further and are available to provide any additional information you may require.

Warm regards,

Taundra Moore
Owner
Zen Bubble LLC

Olivo G.C

2104412455 | rolivo032@gmail.com

RECIPIENT:

Taundra Moore
2451 Farm to Market Road 1103
Cibolo, Texas 78108

Quote #18

Sent on	Oct 01, 2024
Total	**$8,871.00**

Product/Service	Description	Qty.	Unit Price	Total
Drop Ceiling/Flooring	After demolition is complete, we will fix/move drop ceiling.	1	$2,521.00	$2,521.00
Prep Room/ Office/ Dressing Room	Cut & Frame out two openings in drywall to assist customers, order/pickup. Frame out walkway to back storage. Frame office space with 30" door. Add AC duct in office space. Dressing room- Delete door in dressing room area, Frame out opposite "hallway entrance" for dressing room. -All new walls include the following, Framing, sheetrock, tape/float, matched texture to existing walls, and primed.	1	$6,350.00	$6,350.00

A deposit of $2,661.00 will be required to begin.

Total **$8,871.00**

Quote does not include material/labor for the following.
Plumbing, sinks, countertops, paint, tables, seating areas, cabinets, and flooring.
Once buildout is complete, we will regroup with customer for all the above and provide separate quote.

This quote is valid for the next 30 days, after which values may be subject to change.

Dec 13, 2024

Date Client Signature

Giving you the Best Value For Quality work!

M-39071

AJAQ Plumbing Design and Consultants LLC

1598 Hickman Rd Von Ormy, TX 78073
Office 210-530-8990

AJAQ Plumbing is licensed Regulated by the Texas Department of Licensing and Regulation
PO Box 12157
Austin, TX 78711
1800-803-9202 or 512-463-6599
Texas State Board of Plumbing Examiners
P.O. Box 4200
Austin, TX 78765
1-800-845-6584

Referral:	South Texas Pro Builders	**Job Name**	**Coffee Shop Plumbing**
Address:	2451 FM 1103 Cibolo, TX 78108	**Address:**	SAME
Contact:	Roger Olivo	**Email:**	sotxprobuilders@gmail.com
Phone No.:	210-727-9327	**Fax No.:**	
Quote No.:	**Proposal expires in 10 days**	**Date:**	11/20/2024

AJAQ Scope of work.
#137

At Coffee Shop

Move ice maker from backroom to front order window.

At rear rough-in new drain for 3 compartment sink

Run hot and cold to 3 compartment supply lines

***** Notice: Will require proper grease trap interceptor to receive the drainage from fixtures and equipment with grease-laden waste located in food prep areas. *****

DOES NOT include grease trap unit or installation/permit on estimate

Parts/labor/truck fees and admin fees included
Includes permits and Inspections

Total Price for Labor and Materials ----------$2,800.00
Payment to be made as follows: INVOICES ARE SUBJECT TO A 50% DOWN PAYMENT $1,400.00
Second payment due at the finish of top out phase $ 700.00
Final payment $700.00

Limited Warranty:
1. EQUIPMENT/PARTS WARRANTY: ☒ Manufacturer's Warranty ☐ Five Year Warranty Compressor
2. WORKMANSHIP WARRANTY: ☐ 90 Day Warranty or ☒ One Year Warranty

Clarifications, Exclusions and Terms:
no concrete disposal covered, no sheetrock patch work and no landscaping particularly shrubs and groundcover, are not included on proposal. Landscaping affected, not included in the cost. This agreement consists of 4 pages, please review all pages for additional Standard Terms and Conditions and Disclosures, including Federal Arbitration Act that are incorporated herein.

Thank you very much for the opportunity to provide the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Acceptance of Proposal: the above specification prices, and conditions are acceptable. I hereby authorize all work specified. Payment to be remitted as outlined above.

Customer Name: **Signature:** **Date:**

Please Note: All quotes are valid for 15 calendar days. Quotes past 10 calendar days may need to be requoted due to manufacturer and vendor pricing increases or decreases.

RESPECTFULLY SUBMITTED BY: A J A Q Plumbing Design & Consultants

By: Jules Melendez
Alfredo Rodriguez

Direct Dial: 210-530-8990 *Alfred*
210-475-2512 *Jules*

realplumbingsolutions@gmail.com

Date:
11/20/2024

Remit payment to:

AJAQ Plumbing Design & Consultants llc

1598 Hickman Rd Von Ormy TX 78073

We gladly accept all Major Credit Cards
CC fees apply

Clarifications:

- This proposal is based on performing work during normal working hours and at normal wage rates paid by AJAQ Plumbing Design & Consultants
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is based on permits being secured under the Uniform Building Code by the General Contractor.
- All pricing is based on award of mechanical contract and project start not later than 30 days from the date of this proposal.
- AJAQ Plumbing, assumes no responsibility for existing services / conditions, their quality and/or performance.
- AJAQ Plumbing, assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- AJAQ Plumbing disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators if applicable.
- This quote is based on Straight Time.

- Any pre-existing conditions (gas pressure, electrical, structural).
- **Any additional work not listed in the scope above will require written authorization by the customer before AJAQ Plumbing, can proceed.**

Exclusions:

- ***Payment or Performance Bonds, taxes, and permit fees***.
- Additional work required to meet OSHA or ADA standards.
- Repairs or modifications of existing mechanical equipment or systems.
- Preventive and required maintenance for first year.
- Sheetrock or concrete cutting, removal or patching of any nature.
- Structural work including demolition.
- Existing valves must close and hold.
- Ceiling removal or replacement.
- Upgrade of existing systems to meet local codes (floor x-rays for concealed conduits or post tension cables). AJAQ Plumbing, will exert reasonable effort to locate conduit and cable. Any repairs are the owner's responsibility.
- Asbestos abatement or disposal of hazardous waste.
- Cleaning or painting of existing grilles.
- Insulation of existing uninsulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new structural/architectural/mechanical modifications.
- Rock excavation.
- Painting, cutting or patching of drywall or block walls, or pavement for incoming services.
- Inertia bases pouring frames for pumps.
- Automatic fire sprinkler system.
- Electrical temperature control, interlock, disconnect and power wiring.
- Motor starters for mechanical equipment and air handling units.
- Energy management system or EMS tie in.
- Access door installation in walls or ceiling.
- Gas piping including removal.
- Smoke detectors, dampers or smoke ventilation other than stair pressurization.
- Painted sheet metal blank offs between slot diffusers.
- Openings or revisions to openings through steel beams in the building for mechanical penetrations.
- Openings or revisions to openings in core walls for mechanical penetrations.
- Steel roof framing which may be required for roof mounted equipment, fans or roof drains.
- Air handling units support platforms.
- Roofing work including cutting roof deck or leveling roof curbs.
- AJAQ Plumbing warrants its workmanship for sewer & drain cleaning for a period of **24 hours** from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.

Standard Terms and Conditions

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENTS HERETO.
This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided for by Section 27.004 of the Texas Property Code.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

1. AJAQ Plumbing, liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. AJAQ Plumbing shall not, under any circumstances, be liable for any labor charges without the prior written consent of AJAQ Plumbing, AJAQ Plumbing shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If AJAQ Plumbing furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject AJAQ Plumbing to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

2. If AJAQ Plumbing encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, AJAQ Plumbing will stop work and report the condition to the owner or owners' representative. AJAQ Plumbing will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.

3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with AJAQ Plumbing. AJAQ Plumbing shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond AJAQ Plumbing reasonable control.

4. On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.

5. In the event Customer requires AJAQ Plumbing to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. AJAQ Plumbing shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, AJAQ Plumbing may store goods or material ready for shipment at Customer's risk and expense.

6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which AJAQ Plumbing shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

7. If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, AJAQ Plumbing shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify AJAQ Plumbing against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

9. No oral representations are binding upon AJAQ Plumbing, unless reduced to writing and signed by an authorized representative of AJAQ Plumbing all changes to this contract must be in writing.

10. **Collection Action**: If customer fails to pay AJAQ Plumbing under the terms of this agreement, customer agrees that it will pay all legal fees, costs and expenses incurred by AJAQ in bringing any collection action. Venue for any collection matter or dispute arising between AJAQ and customer shall be exclusively in Bexar County, Texas. This Agreement shall be governed by the laws of the State of Texas.

11. **Federal Arbitration Act**: Customer and AJAQ Plumbing, agree to negotiate with each other in good faith and to use their best efforts to reach a fair and equitable resolution or settlement if any dispute arises under this agreement or any other matter related thereto. Other than AJAQ Plumbing's right to bring an action for collection, should settlement negotiations fail with respect to any and all other disputes or claims arising out of or relating to this agreement, contract or invoice, an alleged breach of this agreement or contract, or the terms of the Warranty issued by AJAQ Plumbing, including but not limited to, claims based on contract, tort, or statute, the dispute shall be submitted to binding arbitration under the Federal Arbitration Act. The parties will attempt to agree on an arbitrator; however, if such agreement cannot be reached, the dispute shall be submitted to the American Arbitration Association under the Construction Industry Rules if the parties cannot agree upon an arbitrator. Any fee for initiating arbitration must be paid by the party initiating arbitration. Thereafter, the parties shall share the fees and expenses of the arbitration proceeding equally. Each party shall pay its own negotiation, mediation or arbitration expense as those expenses are assessed through the proceeding. Customer hereby waives its right to a trial by jury. No Punitive Damages: The arbitrator is not empowered to award punitive

Kevin O'Donnell
Fully Promoted Schertz TX
17361 Bell North Dr.
Ste. 105
Schertz
TX
78154
T: (210) 655-6300
E: schertz1@signarama-schertz.com

Jessica Lane(ZE002)
Zen Bubble, LLC
2451 FM 1103
Ste. 137
Cibolo, TX 78108
T: 443-202-8836
E: info@zenbubblellc.com

Project #9052 - Sales Order SO6969
Door Decals
Your Reference:
Job Box:

In-Hands Date:
Shipping Date:
Shipping Method:

Proforma Invoice

12/10/2024

Code	Description	Details	Quantity	Price	Total
	Window Graphics - 40" w x 40" h - Digital Print with UV Laminate - Die Cut - Masked		4	$99.00	$396.00
	Door Graphics - 22" w x 24" h - Digital Print with UV Laminate - Die Cut - Masked		1	$39.00	$39.00
	Door Graphics - 20" w x 20" h - Store Days and Hours of Operation - Digital Print with UV Laminate - Die Cut - Masked		1	$25.00	$25.00
	Installation - Travel to Site - Clean and Prep Area - Mount Graphics - Install		1	$175.00	$175.00
	Setup Charge - Art and Equipment - To include Digital Proofs e-mailed to client		1	$25.00	$25.00

Shipping Address

On Premise Sale

Subtotal:	**$660.00**
Sales Tax:	**$54.45**
Total Order:	**$714.45**
Deposit Taken:	**$0.00**
Balance Due:	**$714.45**

Terms & Conditions

Please supply your artwork as soon as possible so we can provide a proof for sign off - delays in artwork supply can effect product delivery time scales Our Standard Terms & Conditions Apply to this order

Each location is independently owned and operated

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Roger Olivo
South Texas Pro Builders
14471 Herring Rd
Atascosa, TX 78002

COVERAGES **CERTIFICATE NUMBER:** 4876619 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		NXTOSJZURC-01-GL	06/28/2022	06/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTOSJZURC-01-GL	06/28/2022	06/28/2023	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
City of San Antonio
1901 S Alamo St
San Antonio, TX 78204

LIVE CERTIFICATE
Click or scan to view

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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South Texas Pro-Builders

Roger Olivo
Atascosa, Tx
78002
210.727.9327
sotxprobuilders@gmail.com

CONTRACT/INVOICE
INV0289

DATE
Jan 11, 2025

BALANCE DUE
USD $0.00

BILL TO

Taundra Shaw

2451 FM 1103 Suite 137
Cibolo, Texas 78108
443-202-8836
thezenbubblellc@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Electrical work Install 4 plugs with separate circuits Reconnect wires under opening to activate floor plugs New covers and plugs for floor Permits	$1,900.00	1	$1,900.00

Payment Info

PAYMENT INSTRUCTIONS

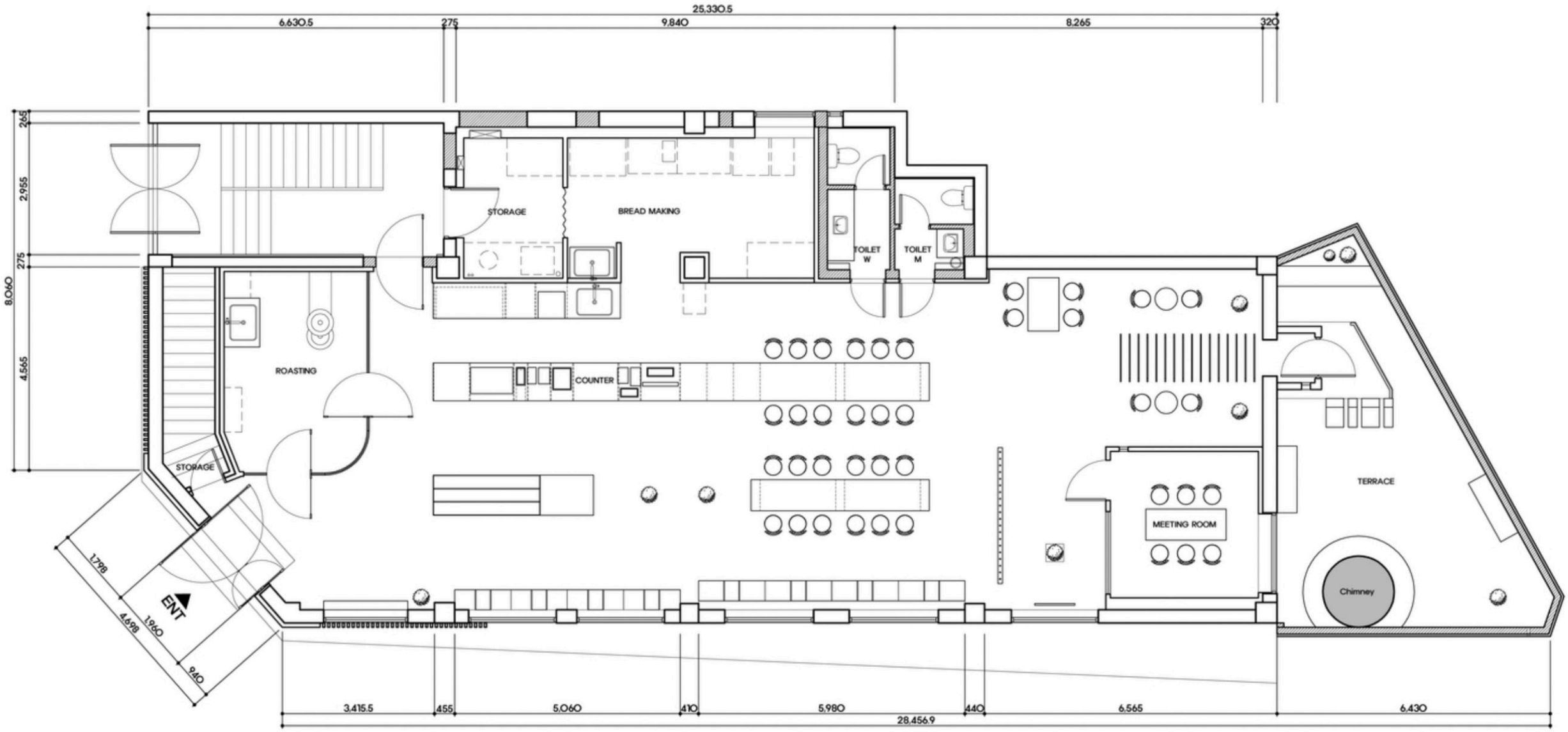
Zelle transfers available using 210-727-9327

BY CHECK

Payable to: Roger Olivo

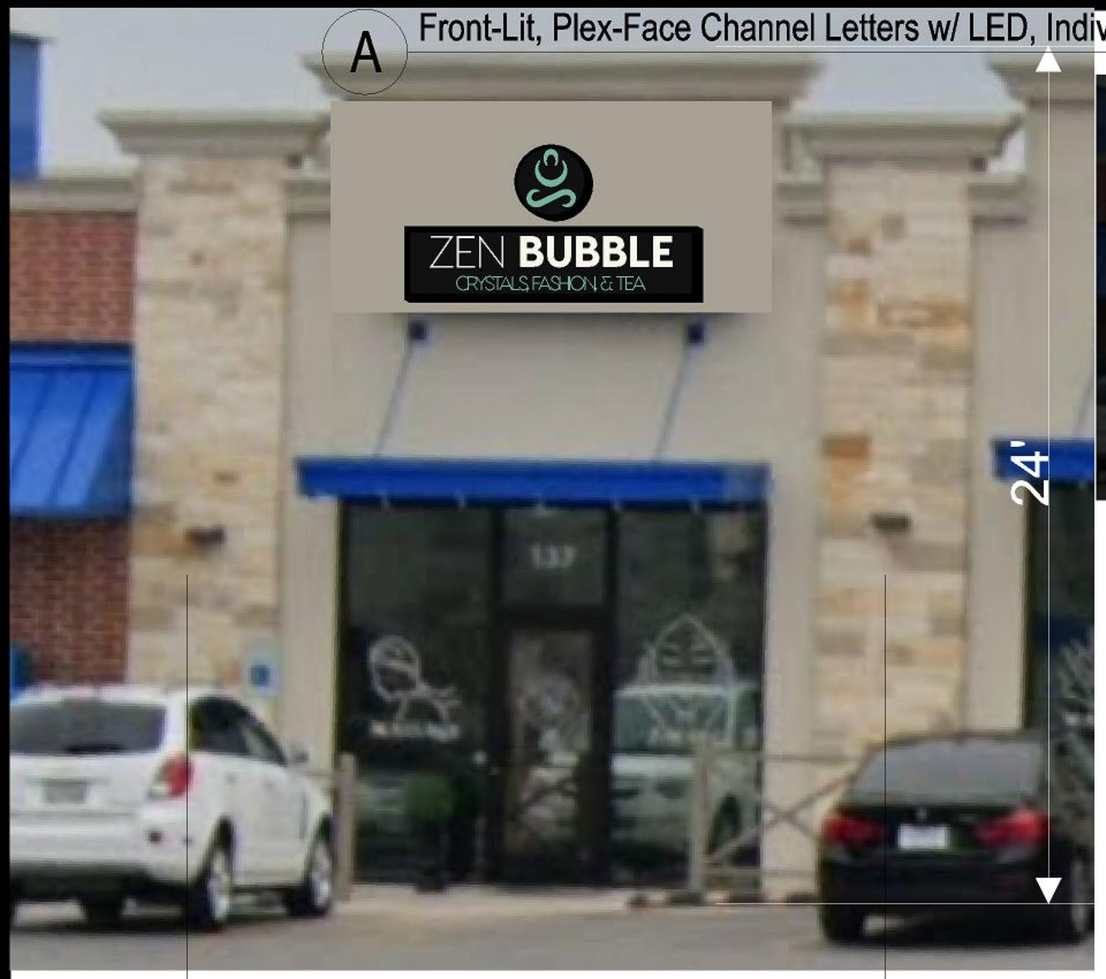
TOTAL	$1,900.00
Payment Mobile Payment App	-$950.00 Nov 30, 2024
Payment Bank Transfer	-$950.00 Apr 15, 2025
BALANCE DUE	**USD $0.00**

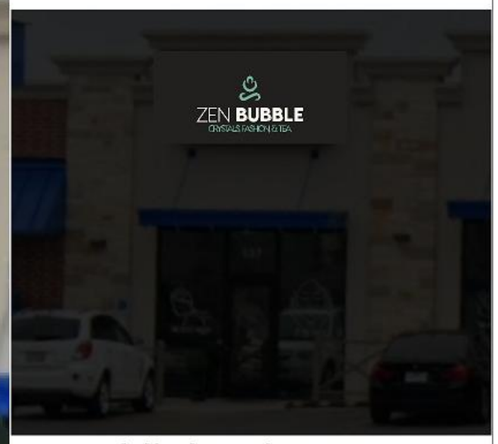
1:35 PM Wed Sep 25
archdaily.com
5G 100%



A

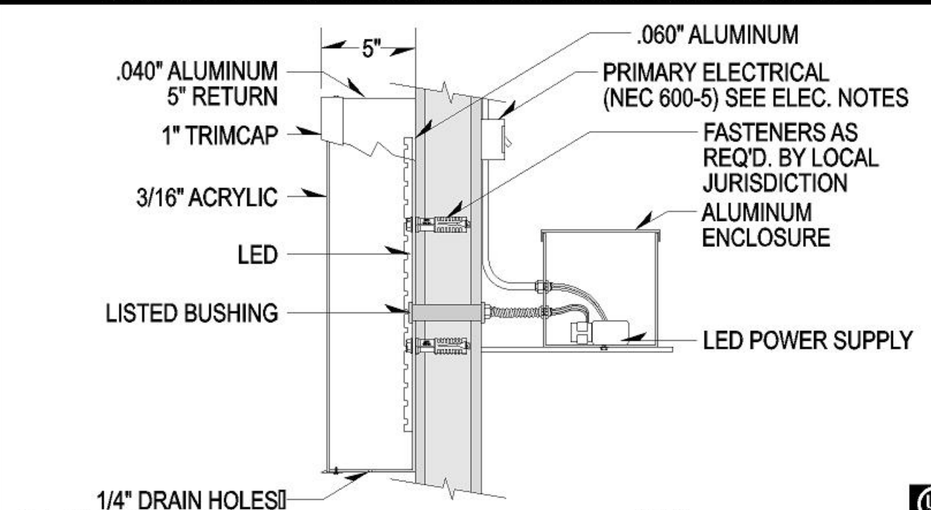
Front-Lit, Plex-Face Channel Letters w/ LED, Individually Mounted ¥Front View





Night view

CHANNEL LETTER - TYPICAL SECTION - FRONT-LIT PLASTIC FACE



N.T.S.

UL LISTED

ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical to sign.
Power to the sign must be done by a licensed electrical contractor or licensed electrician.
Each sign must have: **1.** A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral

Manufacture & Install:
(1) 24" x 96" Single-Sided Sign Cabinet &
(1) 24" x 24" Single-Sided Circular Cabinet,
acrylic faces overlaid with
digitally printed graphics,
internally lit with white LEDs,
installed on building and
connected to existing power.

Date: 11-7-24	File Name: Zen Bubble	Address: 2451 FM1103 #137, Cibolo, TX 78108

U.S. Signs
State License TSCL 18159

258 TRADE CENTER DRIVE
NEW BRAUNFELS, TEXAS 78130
830.629.4411 FAX 830.629.8099
ussignsnb@gmail.com • www.ussignsnb.com

TEXAS SIGN ASSOCIATION
San Antonio Sign Association

All drawings submitted are property of U.S. Signs until purchased by The Client. No alterations or distributions can be made without written consent from U.S. Signs

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

FACES: acrylic	LOGO FACE: digital graphics
TRIMCAP: black	BACKER PANEL: n/a
RETURNS: black	ILLUMINATION: LEDs
BACKS: n/a	

Grease Monkey
Sonic Drive-In
FM 1103
FM 1103
FM 1103
FM 1103
FM 1103
Grand Donuts
VIP Racing
Sip and Smoke
Pic N Pac Car Wash
Pevero
Pevero

Form W-9 (Rev. October 2018)

Department of the Treasury - Internal Revenue Service

1 Name (as shown on your income tax return): **ZEN BUBBLE LLC**

2 Business name/disregarded entity name, if different from above:

3 Federal tax classification (check only one): **[X] Limited liability company (LLC)**

5 Address (number, street, and apt. or suite no.): **2451 FM-1103**

City, state, and ZIP code: **Cibolo, TX 78108**

Part I Taxpayer Identification Number (TIN) **EIN: 93-2022852**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for one to be issued to me),
2. I am not subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Sign Here: *Taundra Moore* Date: September 18, 2025

137
OPEN
ZEN BUBBLE
CRYSTALS FASHION & TEA
Store Hours:
Monday to Thursday: 11:00am - 8:00pm
Friday & Saturday: 11:00am - 9:00pm
Sunday: 12:00pm - 5:00pm
Crystals
Elemental Rising
Fashion
Bubble T
STYLE T Hers APY

ZEN BUBBLE
CRYSTALS FASHION & TEA
Bubble Tea
137
Crystals
Fashion
Bubble Tea
ZEN BUBBLE
Store Hours:
Monday to Thursday: 8:00am - 8:00pm
Friday & Saturday: 8:00am - 9:00pm
Sunday: 12:00pm - 5:00pm

ZEN BUBBLE
CRYSTALS, FASHION, & TEA

Bubble Tea

137
OPEN

Crystals

Elemental Rising

ZEN BUBBLE

Store Hours
Monday to Thursday: 11:00am - 8:00pm
Friday & Saturday: 11:00am - 9:00pm
Sunday: 12:00pm - 5:00pm

Fashion

STYLE Therapy

Bubble Tea

Docusign Envelope ID: 651208FF-8094-4DCE-85C0-ED4A58988167

Lease

In consideration of the agreements and covenants contained in this lease to be performed by Landlord and Tenant, Landlord and Tenant enter into this lease.

1. Basic Information

1.1. Effective Date: 23 October 2024

1.2. Landlord: Wuest Investments LLC

1.3. Landlord's Address: 9318 FM 725, McQueeney, Texas 78123

1.4. Tenant (whether one or more): Zen Bubble, LLC

1.5. Tenant's Address: 2451 FM-1103, Suite 137 Cibolo, TX 78101

1.6. Tenant's Trade Name: Zen Bubble, LLC

1.7. Guarantor (whether one or more): Taundra Moore

1.8. Guarantor's Address: 144 Valley View Dr. La Vernia, TX 78121

1.9. Premises:

Description: The retail store space that is designated as Suite Number 137 on the Site Plan, which is attached to and incorporated in this lease as Exhibit A, of the strip shopping center located at 2451 FM-1003 Cibolo, TX 78101 (the "**Center**"). "Premises" does not include, and Tenant has no right in, the land or improvements below the floor slab of the Premises or above the interior ceiling of the Premises.

1.10. Term (months): (60 months) - See attached Rent Schedule. Additionally Tenant has the option to extend the lease term as set forth in the attached Extension Option Rider.

1.11. Commencement Date: 01 November 2024

If the Commencement Date falls on a day other than the first day of the calendar month, the period between the Commencement Date and the first day of the first calendar month in the term is added to the 60-month term described above.

1.12. Termination Date: the last day of the 30th full month after the Commencement Date.

1.13. Base Rent (monthly): $1968.75

1.1.3.1: *Annual Base Rent as set forth in this lease shall increase by four percent (4%) commencing on 01 November 2026 and every Lease Year both during the Initial Term and any extension thereof.

If the Commencement Date is a date other than the first day of a calendar month, the first monthly installment of Base Rent will be adjusted for that month on a per diem basis calculated on the actual number of days in the month.

1.14. Tenant's Pro Rata Share: 9.11%

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1.15. Initial Monthly Operating Expenses Charge: $350.00
If the Commencement Date is a date other than the first day of a calendar month, the first monthly installment of Monthly Operating Expenses Charge will be adjusted for that month on a per diem basis calculated on the actual number of days in the month.

1.16. Security Deposit: $2646.88

1.17. Permitted Use: Zen Bubble, LLC

1.18. Operating Hours:

Weekdays:	10:00 a.m. to 9:00 p.m.
Saturdays:	10:00 a.m. to 9:00 p.m.
Sundays:	10:00 a.m. to 9:00 p.m.

1.19. Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the Premises except for the items for which Landlord is responsible under *Section 5.1.4*. Such items for which Tenant is responsible under this Section include but are not limited to the following: leasehold improvements: All partitions, walls, moldings, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, interior painting, signs, doors, door closure devices, door frames, hardware, windows, window frames, window coverings, locks, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements in the Premises, whether installed by Landlord or Tenant. At Tenant's sole expense, Tenant must replace cracked or broken storefront glass on the Premises with glass equal in quality and similar in kind to that originally installed on the Premises.

2. Definitions

2.1. "Agent" means agents, contractors, employees, licensees and, to the extent under the control of the principal, invitees.

2.2. "Common Areas" means all facilities and areas of the Center that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Center, including but not limited to the Parking Areas, sidewalks, landscaping, curbs, loading areas, driveways, alleys, lighting facilities, and similar facilities. Landlord has the exclusive control over and right to manage the Common Areas. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord may grant to third persons the non-exclusive right to use the Common Areas in common with its use by the Center's tenants.

2.3. "Essential Services" means the mains, conduits, and other facilities necessary to supply water, gas, electricity, telephone service, internet, cable television, and sewerage service to the Premises. Other than Utilities as defined in *Section 2.10a*, Landlord has provided the essential services to the Premises. However, in the future, Landlord may furnish one or more utility services to Tenant. Landlord may discontinue furnishing any such service only upon providing Tenant with at least ninety (90) days prior written notice and ensuring that Tenant can procure equivalent services from a public utility or another service without any disruption to Tenant's business operations.

2.4. "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

2.5. "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

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2.6. "Lienholder" means the holder of a deed of trust covering the Premises.

2.7. "Operating Expenses Charge" means: (i) 100% of the Taxes and Insurance Charge as defined in *Section 2.10*, and (ii) 100% of all expenses, costs, fees, assessments and disbursements of every kind and nature which Landlord pays or incurs in connection with owning, managing, operating, repairing, and maintaining the Center in a manner Landlord deems reasonable and appropriate. Operating Expenses Charge will be construed to include only reasonable and necessary expenses, costs, fees, assessments and disbursements directly related to the operation, management, maintenance, and repair of the Center, excluding any cost associated with the Landlord's gross negligence or willful misconduct, including but not limited to: (a) wages, salaries, benefits, and employer tax of all employees directly engaged in the supervision, management, operation, maintenance, or repair of the Center, with such expenses with respect to individuals whose responsibility includes responsibilities other than supervision, management, operation, maintenance, or repair of the Center to be equitably prorated; (b) the cost of all services and non-capital supplies, tools, equipment, and materials used in the operation, management, supervision, repair, and maintenance of the Center; (c) the cost of all maintenance and service agreements for the Center and equipment; (d) the cost of non-capital repairs and general maintenance of the Center; (e) the cost of measures undertaken by Landlord to comply with any environmental or similar law, ordinance, or regulation, including the removal of any Hazardous Materials from the Center; (g) amortization of the cost of capital items which are acquired or installed by Landlord, all such costs will be amortized over the reasonable life of the capital item as determined by Landlord; (h) Landlord's accounting and auditing costs attributable to the Center, and (i) Landlord's legal and professional costs attributable to the Center. Notwithstanding the foregoing, ground lease payments, payment of principal and interest on debt (and other debt-related costs), amortization payments on any mortgage or mortgages executed by Landlord covering the Center or any portion thereof, and utilities charges billed to other tenants will not be included in the computation of Operating Expenses Charge. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete or exhaustive list of all possible items comprising the Operating Expenses Charge.

2.8. "Parking Areas" means those specific parts of the Center that are reserved by the Landlord, as shown on the Site Plan, as places where users of the Center may park their automobiles. Within the Parking Areas, Landlord may designate from time to time, specific **"**Employee Parking Areas" where automobiles owned by Tenant and Tenant's non-customer Agents are to be parked. If Landlord has not designated specific Employee Parking Areas, Tenant and Tenant's employees will park in areas that do not interfere with customer parking and access to the Center, subject to Landlord's reasonable direction. Upon Landlord's request, Tenant will provide Landlord with a list of license numbers of all vehicles used by Tenant and Tenant's employees.

2.9. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

2.10. "Taxes and Insurance Charge" means all Taxes and all insurance costs incurred by Landlord with respect to the Center. The term "**Taxes**" means real property taxes, special assessments, and governmental charges of any kind imposed on the Premises during the Term, including any special assessments imposed on or against the Premises for constructing or improving public works. The term "**Taxes**" also includes any tax or excise on Rent, any alternative school tax, or any other tax however described (except any franchise, margin, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) levied or assessed against Landlord by any lawful taxing authority on account of Landlord's interest in this lease or the Rent, as a substitute in whole or in part for, or in addition to real property taxes and special assessments.

2.10a. "Utilities" means (i) cold water for lavatory and business purposes, (ii) sewerage service. (iii) electrical services and (iv) telecommunications. Tenant agrees to purchase the Utilities directly through the service providers.(see *Section 4.1.9*).

3. Construction And Acceptance Of Premises

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3.1. Landlord's Obligation to Construct. Subject to the provisions of Section 3.4, Landlord must construct the tenant improvements on the Premises in compliance with Exhibit B ("Landlord's Work"), with such minor variations as Landlord may deem advisable, and tender the Premises to Tenant by ("Landlord's Estimated Completion Date"). The Premises are deemed ready for occupancy when Landlord's Work is substantially completed. By accepting possession of the Premises, Tenant accepts the Premises in their then present condition "AS IS" and acknowledges that the Landlord's work fully complies with Landlord's obligations under this lease and that the Premises are will be suitable for the Permitted Use upon completion of the Work as defined in *Section 3.3.*

3.2. Failure to Complete in Time. If Landlord, for any reason, fails to complete such work prior to the Landlord's Estimated Completion Date, Landlord will be in default under this lease and, if the delay exceeds 30 days, Tenant may, at its option, (i) terminate this lease and receive a full refund of any prepaid Rent and Security Deposit, or (ii) continue the lease with a daily abatement of Rent for each day of delay beyond the Estimated Completion Date. However, if for any reason the Premises are not ready for occupancy within 30 days following the Landlord's Estimated Completion Date, Tenant may, at Tenant's option, cancel and terminate this lease by written notice to Landlord delivered within 14 days following the expiration of such 30-day period. If Tenant cancels this lease, neither party has any further liabilities or obligations, except that Landlord must repay to Tenant any prepaid Rent and Security Deposit.

3.3. Tenant's Work. When the Premises are ready for occupancy pursuant to Section 3.1, Tenant agrees to: (i) accept possession and proceed with due diligence to finish the Work described in the attached Tenant Improvements Rider to Lease, and (2) execute the Tenant's Acceptance Letter attached to and incorporated in this lease as Exhibit C.

3.4. Disputes About Work. If a dispute arises as to work performed or required to be performed by Landlord under Section 3.1 or Tenant under Section 3.3, the issue should be resolved by an independent third-party arbitrator mutually agreed upon by both parties.

3.5. **Opening for Business and Commencement Date**. Tenant agrees to open the Premises to the public for business within 14 days after the Tenant Improvements Completion Date set forth in *Section C.2* of the Tenant Improvements Rider to Lease (the "Business Opening Deadline Date"). The Commencement Date of this lease is the Business Opening Deadline Date or the date on which Tenant opens the Premises to the public for business, and executes the acceptance letter in *Exhibit C Attached*, whichever date first occurs. Occupancy and/or Opening for Business whichever date first occurs. Occupancy of in the Premises by Tenant before the Commencement Date is subject to all of the terms and provisions of this lease except those requiring Tenant to pay Rent. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the Premises if required by a governmental body.

4. Tenant's Obligations

4.1. Tenant agrees to -

4.1.1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

4.1.2. Except to the extent that Landlord is not obligated to construct improvements in the Premises, as provided in Exhibit B, accept the Tenant accepts the Premises in their present condition "AS IS", with the Premises being currently suitable for the Permitted Use.

4.1.3. Obey (a) all laws, rules, regulations, orders, and ordinances relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Center; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Center; and (c) any rules and regulations of the Center adopted or amended at any time by Landlord.

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4.1.4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address or such other address as Landlord may direct, except for the first monthly installment of Base Rent which is due and payable on or before the Commencement Date.

4.1.5. Pay Tenant's Pro Rata Share of the monthly Operating Expenses Charge on or before the first day of each month, except for the first monthly installment of Tenant's Pro Rata Share of the monthly Operating Expenses Charge which is due and payable on or before the Commencement Date. The initial Monthly Operating Expenses Charge is based on Landlord's estimates and is set forth in the Basic Terms. Landlord may adjust the monthly Operating Expenses Charge from time to time by notice to Tenant. If the actual amount of Tenant's Pro Rata Share of actual costs for any calendar year exceeds the amount paid by Tenant, Tenant will pay to Landlord the deficiency within fifteen days following notice from Landlord; if the amount paid by Tenant exceeds Tenant's Pro Rata Share of the actual cost, then the surplus will be credited to the next payment(s) due by Tenant, or Landlord may refund the net surplus.

4.1.6. Pay a late charge of 35 percent of any Rent not received by Landlord by the tenth day after it is due.

4.1.7. Pay any bank charges incurred by Landlord for: (a) each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason; or (b) ACH transaction which is not completed in full.

4.1.8. Reimburse Landlord within 10 days after Landlord delivers an invoice for any expenses Landlord incurs in carrying out Tenant's obligations under this lease or curing a Tenant default.

4.1.9. Obtain and pay for all utility services used by Tenant. If Landlord furnishes a utility service to the Premises, Tenant agrees to purchase the use of such service from Landlord. The Utilities are billed to Landlord.Tenant's use of the Utilities will be measured by a sub-meter. Landlord will invoice Tenant on a monthly basis a fraction of the bill received for Landlord for Utilities as follows: (i) the total amount of the bill (including all taxes, fees, and charges) multiplied by (ii) a fraction, the numerator of which is the total number of gallons of water used by Tenant, and the denominator of which is the total number of gallons of water billed to Landlord. Tenant will pay each invoice for Utilities within 10 days of delivery of such invoice.

4.1.10. Allow Landlord to enter the Premises to perform Landlord's obligations (including making repairs to the Premises, or making repairs, alterations, or additions to adjacent premises and Common Areas), inspect the Premises, and show the Premises to prospective purchasers or tenants, and Lienholder or Landlord's prospective lenders.

4.1.11. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, including but not limited to all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plate glass, signs, located in or on the Premises. Tenant, in keeping the Premises in good order, condition, and repair, will exercise and perform good maintenance practices. Tenant's obligations will include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant will, during the Term of this lease, keep the exterior appearance of the Premises in the same condition as it was in on the Commencement Date consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary the exterior repair of the Premises. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete or exhaustive list of all possible items comprising Tenant's repair, replacement, and maintenance duties. If any repairs required to be made by Tenant are not made within 10 days after written notice delivered to Tenant by Landlord, Tenant shall have the right to contest the necessity of such repairs within a period of 5 days from the receipt of the notice. If no contest is made or if the contest is resolved I favor of the Landlord, Landlord may at its option make such repairs without Landlord being liable

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to Tenant for any loss or damage which may result to Tenant's property or business by reason of such repairs. If Landlord makes such repairs, Tenant must pay to Landlord within 10 days from demand the cost of such repairs. Tenant repairs, replacements, and maintenance must be completed by trained, qualified, and insured repair persons.

4.1.12. If a governmental order requires alteration or modification to the Premises, Landlord shall promply notify Tenant of such order. Following such notification, Tenant shall modify or alter the item in compliance with the order, except for items that Landlord is obligated to repair, replace, or maintain under *Section 5.1.4*.

4.1.13. Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed.

4.1.14. On demand of Landlord, and upon receipt of reasonable proof of such damages and the costs of repair or replacement, Tenant shall repair, replace, or reimburse Landlord for the actual cost of repairing or replacing, any damage to the Building caused by the intentional acts or negligence of Tenant or Tenant's Agents.

4.1.15. Maintain all display windows in a neat, attractive condition.

4.1.16. Take good care of the Premises, keeping it (including the interior and exterior storefront surfaces) clean, safe, sanitary, orderly, and free from waste at all times. Tenant will maintain any grease trap on the Premises which Tenant uses, including not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law. Tenant will shall store all trash and garbage within the Premises or in such area outside and Premises as may be designated for such purpose by Landlord, and Tenant shall arrange for the regular pickup of such trash and garbage at Tenant's expense.

4.1.17. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

4.1.18. Notify Landlord of any damage or accident caused to or on the Premises, within 12 hours of its occurrence.

4.1.19. Continuously and in good faith conduct the Permitted Use in an efficient and reputable manner and except during reasonable periods for repairing, cleaning, and decorating, keep the Premises open to the public for business during Operating Hours.

4.1.20. Conduct itself, and will cause its Agents to conduct themselves, with full regard for the rights, convenience, and welfare of all other tenants in the Center.

4.1.21. Maintain and keep in force all permits and licenses required by governmental authorities for the transaction of the Permitted Use in the Premises.

4.1.22. Vacate the Premises on the last day of the Term, return all keys and access devices to Landlord, and surrender the Premises in good condition, except for normal wear.

4.1.23. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

4.1.24. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES, COMMON

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AREA, OR CENTER THAT IS CAUSED IN WHOLE OR IN PART BY THE INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF TENANT OR TENANT'S AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.** THE TENANT'S INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT EXCEED THE AMOUNT OF THE TENANT'S INSURANCE COVERAGE.

4.2. Tenant agrees not to -

4.2.1. Use the Premises for any purpose other than the Permitted Use.

4.2.2. Interfere with any other tenant's normal business operations or Landlord's management of the Center.

4.2.3. Permit any waste.

4.2.4. Use the Premises in any way that would increase insurance premiums, or void insurance on the Center.

4.2.5. Change Landlord's lock or access system or make duplicates of keys.

4.2.6. Alter the Premises. As a condition to obtaining Landlord's consent to alter the Premises, Tenant must furnish Landlord with: (a) plans and specifications acceptable to Landlord; (b) names and addresses of contractors acceptable to Landlord; (c) copies of contracts; (d) necessary permits and approvals; (e) evidence of contractor's and subcontractor's insurance (to include coverage against such risks, in such amounts and with such companies as Landlord may require); and (f) payment and performance bonds, letters of credit, or other security, all in form and amount satisfactory to Landlord.

4.2.7. Allow a lien to be placed on the Premises or make duplicates of any keys.

4.2.8. Assign this lease or sublease any portion of the Premises or grant any license, concession, or other right of occupancy of any portion of the Premises with Landlord's written consent, which shall not be unreasonably withheld or delayed. Notwithstanding any permitted assignment, subletting, license, concession, or occupancy, Tenant, will remain fully responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this lease.

4.2.9. Permit a Change in Control of Tenant without Landlord's written consent. "**Change of Control**" means the transfer by sale, assignment, incompetency, mortgage, deed of trust, trust, operation of law, or otherwise of any shares, voting rights or ownership interests which will result in a change in the identity of the person or persons exercising, or who may exercise, effective control of Tenant or any guarantor of this lease, unless such change results from the trading of shares listed on a recognized public stock exchange and such trading is not for the purpose of acquiring effective control of Tenant or any guarantor of this lease. If Tenant or any guarantor of this lease is a private corporation whose stock becomes publicly held, the transfers of such stock from private to public ownership shall not be deemed a Change of Control. The following shall constitute a Change of Control for the purposes of this lease: (a) if Tenant or any guarantor of this lease is an entity: (i) the merger, consolidation or reorganization of the entity; and/or (ii) the sale, issuance, or transfer, cumulatively or in one transaction, of any voting stock, membership interests, partnership interests, or other interests, by Tenant or any guarantor of this lease or the owners of record of either as of the date of this lease, which results in a change in the voting control of Tenant or any guarantor of this lease, except

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any such transfer by inheritance or testamentary disposition to Tenant's or such guarantor's heirs at law.

4.2.10. Use the roof of the Center.

4.2.11. Place any signs on the Premises without Landlord's written consent.

4.2.12. Change Tenant's name or trade name without Landlord's written consent. If Tenant changes Tenant's name or trade name, Tenant is solely responsible for all costs of changing such name.

4.2.13. Solicit business, display merchandise, or distribute handbills within the Common Area.

4.2.14. Take any action which would interfere with the rights of other persons to use the Common Area.

4.2.15. Conduct within the Premises any fire, auction, or bankruptcy sales.

4.2.16. Operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "secondhand" store, a "surplus" store, or a store commonly referred to as a "discount house."

4.2.17. Advertise that it sells products or services at "discount," "cut-price," or "cut-rate" prices.

4.2.18. Permit any objectionable or unpleasant odors to emanate from the Premises.

4.2.19. Place or permit a radio, television, loud-speaker, or amplifier on the roof or outside the Premises or permit the making of any noise or sounds that carry beyond the boundaries of the Premises.

4.2.20. Place an antenna, awning, or other projection on the exterior of the Premises.

4.2.21. Take any action that would create a nuisance or would disturb or endanger other tenants or users of the Center.

4.2.22. Do anything that tends to injure the reputation of the Center or Landlord.

4.2.23. Conduct or permit any type of unlawful conduct on the Premises.

4.2.24. Store or use any Hazardous Materials on the Premises.

4.2.25. Do anything prohibited by any rules and regulations concerning the Center that may be adopted or amended by Landlord.

4.2.26. Do anything that would compete with the business of the Pic-n-Pac store located at the Center.

5. Landlord's Obligations

5.1. Landlord agrees to -

5.1.1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

5.1.2. Obey all laws with respect to Landlord's operation of the Center.

5.1.3. Provide the Essential Services and Utilities.

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5.1.4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common Areas, and (d) structural soundness of the exterior walls, excluding windows, store fronts, and doors. However, Landlord is not required to make any repairs caused by the act or negligence of Tenant or Tenant's Agents. Landlord is not responsible in any way for failure to make any repairs until a reasonable time has elapsed after delivery of a written notice from Tenant pursuant to *Section 4.1.17*.

5.1.5. Subject to the requirements of *Section 12.10*, return the Security Deposit to Tenant, less itemized deductions.

5.2. Landlord agrees not to:

5.2.1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

6. Insurance

6.1. Tenant's Required Insurance. Tenant will maintain the property and liability insurance policies required below and such other insurance coverages and/or higher policy limits as may be required by Lienholder during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance or Endorsement	**Minimum Policy or Endorsement Limit**	
General Liability Insurance Policies Required of Tenant:		
Commercial general liability	Each occurrence: General aggregate:	$1,000,000.00 $2,000,000.00
Required Endorsements to Tenant's General Liability or Business Owner's Policy:		
Designated location(s) general aggregate limit		$2,000,000.00
Additional insured		Landlord
Additional Liability Insurance Policy Required of Tenant:		
Workers' compensation	Statutory limit	
Property Insurance Policy Required of Tenant:		
Commercial property insurance written on a causes of loss -- special form (formerly known as "all risks" form)	100 percent of replacement cost of (a) all items included in the definition of Tenant's Rebuilding Obligations and (b) all of Tenant's furniture, fixtures, equipment, and other business personal property located in the Premises.	
Required Endorsements to Tenant's Causes of Loss - Special Form Policy:		
Business income and additional expense:	Sufficient limits to address reasonably anticipated business interruption losses for a period of 12 months including Base Rent and Tenant's Pro Rata Share of Operating Expense Charge and Taxes and Insurance Charge	

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Plate Glass	Sufficient limits to cover plate glass

6.2. Additional Tenant Insurance Requirements

6.2.1. The commercial general liability (or business owner's property policy) must be (a) written on an occurrence basis, (b) endorsed to name of Landlord, Landlord's property manager, if any, and Lienholder, if any, as "additional insureds", (c) include contractual liability under *Section 6.1* sufficient to respond to a broad-form indemnity, (d) if Tenant operates multiple locations, be endorsed with a Designated Location(s) General Aggregate Limit endorsement, and (e) be primary and noncontributory with Landlord's liability insurance coverage and contain a severability-of-interest clause.

6.2.2. The commercial property insurance policies must contain (a) optional coverage for agreed value to eliminate the coinsurance clause, (b) optional coverage for replacement cost, (c) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance, and (d) waivers of subrogation of claims against Landlord and Lienholder.

6.2.3. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least 10 days before the expiration of the policies.

6.2.4. Tenant will notify Landlord and Lienholder of the following: the forms of Tenant's insurance policies, endorsements and certificates, and other evidence of Tenant's Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant's Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant's Insurance. Landlord and Lienholder may request changes subject to reasonable standards and the Tenant's agreement.

6.2.5 Tenant will deliver copies of the insurance policies with copies of any additional insured and waiver of subrogation endorsements to Landlord before entering the Premises and thereafter at least 10 days before the expiration of the policies.

6.3. Release of Claims and Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, COMMON AREA, OR CENTER, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, COMMON AREA, OR CENTER, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL NOT APPLY IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS AND WILL DEFINITELY NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.

7. Casualty; Total or Partial Destruction

7.1 Landlord's Rebuilding Obligation. Subject to *Section 7.2*, If the Premises are damaged by casualty, Landlord

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will at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises to substantially the same condition that existed before the casualty and Tenant will, at Tenant's expense, be responsible for replacing any of Tenant's damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within 90 days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

7.2. Landlord Election not to Rebuild. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within 90 days, or the aggregate cost of restoring the Landlord items described in *Section 7.1*, exceeds the insurance proceeds made available to Landlord for such purposes and Landlord elects not pay the difference, or there are less than 12 months remaining in the current Term of this lease, Landlord has the option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore, and if Landlord cannot complete the portion of the restoration for which Landlord is responsible within 120 days, give Tenant an option to terminate this lease by notifying Landlord in writing within 20 days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in *Section 7.1*.

7.3. Payment of Rent During Reconstruction or Repair. During any period of reconstruction or repair of the Premises, Tenant may, at Tenant's discretion, continue the operation of Tenant's business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the proceeds of Tenant's business income and additional expense insurance policy, as required by *Section 6.1*, will be paid to Landlord to cover the Base Rent and Tenant's Pro Rata Share of the monthly Operating Expenses Charge and monthly Taxes and Insurance Charge. Otherwise, to the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

8. Condemnation; Substantial or Partial Taking

8.1. Premises Cannot be Used. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

8.2. Common Area Taking. Whether or not any portion of the Premises is taken by condemnation or purchase in lieu of condemnation, Landlord or Tenant may elect to terminate this lease if 50 percent or more of the Common Area is taken.

8.3. Restoration. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

8.4. Condemnation Award. Tenant will have a claim to a fair portion of the condemnation award or proceeds in lieu of condemnation, taking into account Tenant's investment in the Premises and the impact of the condemnation on Tenant's business, except for relocation or other benefits that are payable to Tenant by the condemning authority but that do not reduce the award or proceeds payable to Landlord. The termination of this lease will not affect Landlord's right to this award.

9. Default

9.1. Events of Default by Landlord. Defaults by Landlord are failing to comply with any provision of this lease within 30 days after written notice and failing to provide Essential Services or Utilities to Tenant within 10 days after written notice.

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9.2. Default by Landlord and Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service or Utilities for 30 days after default, terminate this lease. Tenant may not exercise any remedies for Landlord's default under this lease until the Landlord has received written notice of the default and a reasonable time for curing such default has elapsed. If there is a mortgage, deed of trust, or other lien (collectively "**Deed of Trust**") covering Landlord's interest in the Premises, Tenant may not exercise any remedies for Landlord's default under this lease until Lienholder has received written notice of the default and a reasonable time for curing such default has elapsed.

9.3. Events of Default by Tenant. Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning the Premises or vacating a substantial portion of the Premises; (c) failing to comply within 10 days after written notice with any provision of this lease other than the defaults set forth in (a) and (b); (d) Tenant (or a guarantor of Tenant's obligations under this lease) becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (e) Tenant (or a guarantor of Tenant's obligations under this lease) files a petition under any law relating to bankruptcy; (f) a petition is filed against Tenant (or a guarantor of Tenant's obligations under this lease) relating to bankruptcy unless it is dismissed within 60 days after the petition is filed; (g) a receiver or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this lease; (h) Tenant's leasehold estate being taken in execution, by writ, or by other process in any action against Tenant; or (i) the liquidation, termination, dissolution, forfeiture of right to do business, or death of Tenant (or a guarantor of Tenant's obligations under this lease). For these purposes, the absence of Tenant from or the failure by Tenant to conduct business on the Premises for a period in excess of 14 consecutive days constitutes abandonment.

9.4. Default by Tenant and Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet and to pay any difference between what Landlord would have received from Tenant as Rent under this lease and what Landlord is actually receiving from the new tenant under the reletting; (c) perform Tenant's obligations, including entering the Premises to perform such obligations; (d) terminate this lease by written notice and sue for damages; (e) and increase the amount of the Security Deposit; (f) withhold or suspend any payment that this lease would otherwise require Landlord to make; (g) withhold or suspend any action Landlord would otherwise be required to undertake under this lease unless prohibited by law; and (h) exercise any other remedy available under this lease, at law, or in equity. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages. The amount owed by Tenant to Landlord due to Tenant's default under the lease includes, the expenses of repossession and the costs of repairs or remodeling undertaken by Landlord following repossession. Tenant agrees that this section will override and control any conflicting provisions of Sections 93.002 and 93.003 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of a commercial tenant.

9.5. Default; Waiver; and Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. A waiver by a party of any breach of any of the terms, covenants or conditions of this lease is not a waiver of any subsequent breach. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this lease. Landlord's pursuing any remedies provided in this lease will not waive or forfeit any Rent due under this lease. Landlord and Tenant have a duty to mitigate damages. However, Landlord will have a duty to mitigate regardless of the condition of the vacated Premises, with the understanding that Tenant is responsible for any damges beyond normal wear and tear. In lieu of any other obligation to mitigate damages arising from Tenant's failure to pay Rent or Tenant's abandonment of the Premises in breach of this lease, Landlord, beginning not more than 60 days after Tenant physically vacates the Premises and continuing until the Premises have been relet, will market the Premises for lease, and Tenant will remain liable for all Rent, except to the extent that

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Tenant pleads and proves by clear and convincing evidence that Landlord did not do these things and that Landlord's failure caused an avoidable and quantifiable increase in Landlord's damages for unpaid Rent.

10. Subordination and Attornment

10.1. Subordination of Security Interest. Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

10.2. Subordination to Mortgages. This lease is subject and subordinate to any Deed of Trust presently existing or, in the future, to be placed on the Premises or on any part of the real property on which the Center is located. On written request of a Lienholder or Landlord, Tenant must execute all documents evidencing subordination that such Lienholder or Landlord may reasonably request. Tenant grants to Landlord an irrevocable power of attorney to execute any document evidencing subordination that any Lienholder may reasonable request.

10.2 Attornment. If any Lienholder or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of Landlord under this lease, then upon their request, Tenant will attorn to such Lienholder, successor, assignee or purchaser as Tenant's landlord under this lease. Tenant will, within 10 days following request by such Lienholder, successor or assignee, sign, acknowledge and deliver any instrument that such Lienholder, successor, assignee, or purchaser reasonably requests to evidence the attornment. If any Lienholder requires any modifications of this lease, then, provided such modifications do not increase Tenant's obligations or liabilities under this lease or otherwise adversely affect Tenant's rights or obligations in any way, Tenant will, within 10 days following Tenant's receipt of a request, sign, acknowledge and deliver to Landlord a lease amendment prepared by Landlord that evidences the required modifications.

11. Limitation on Warranties, No Representations and Tenant Investigation

11.1. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

11.2. No Representations. Tenant acknowledges that except for any express warranties and representations expressly set out in this lease, Tenant is not relying on any written, oral, implied, or other representations, statements, or warranties by Landlord or any Agent of Landlord or any real estate broker. All previous written, oral, implied, or other statements, representations, warranties, or agreements, if any, concerning the Premises and this lease, are merged herein. Except as expressly set forth in this lease, Landlord will not have any liability to Tenant, and Tenant hereby releases Landlord from any liability (including, without limitation, contractual and/or statutory actions for contribution or indemnity), for, concerning, or regarding: (a) the nature and condition of the Premises, including, without limitation, the suitability thereof for any particular activity or use; (b) any improvements or substances located thereon; or (c) the compliance of the Premises with any laws, rules, ordinances, or regulations of any government or other body. Except as expressly provided in section of this lease. Tenant affirms that Tenant: (a) is knowledgeable in commercial real estate matters, specifically including property similar to the Premises; (b) has investigated and inspected the Premises and the Center and is familiar and satisfied with the physical condition of the Premises and Center; (c) has consulted (or had the opportunity to do so) with competent professionals before determining whether to proceed with this lease; and (f) has made its own determination as to the merchantability, quantity, quality, and condition of the Premises, including, without limitation, the possible presence of toxic or hazardous substances or waste or other environmental contamination and the suitability or fitness of the Premises, for any particular purpose or use. Tenant hereby accepts the Premises in its present condition (including, without limitation, environmental conditions) on an "AS IS," "WHERE IS," and WITH ALL FAULTS" basis with all latent and patent faults and defects. Tenant further acknowledges that without this acceptance, this lease would not be made and that Landlord will not under any circumstances have any obligation whatsoever to undertake any repair, alteration, remediation, or other work of any kind with respect to any portion of the Premises, except as set forth in this lease. Tenant's obligation to pay Rent is

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dependent upon the condition of the Premises being suitable for Tenant's intended use.

12. General Provisions

12.1 Application of Rent. Landlord shall apply all payments of Rent first to Base Rent, then to Operating Expenses Charge, then to Taxes and Insurance Charge, and finally to any other amounts due Landlord under this lease.

12.2. Alterations and Trade Fixtures.

12.2.1. Any physical additions or improvements to the Premises made by Tenant (other than unattached, movable trade fixtures) will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

12.2.2. Tenant may install unattached, movable trade fixtures without drilling, cutting, or otherwise defacing the Premises, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this lease terminates, Tenant must repair any damage caused by removing any fixtures.

12.2.3. Tenant is responsible for making any alterations, additions, or improvements to the Premises that are mandated by governmental requirements ("**Government Required Alterations**"). The allocation of responsibility to Tenant for compliance with accessibility legal requirements with respect to the Premises is a material inducement for the parties to enter this lease.

12.2.4. Landlord will reimburse Tenant for all reasonable out-of-pocket costs incurred by Tenant in making the Government Required Alterations within 30 days after Tenant submits a written demand along with supporting documentation. The cost of these Government Required Alterations will be borne by the Landlord, and will not be subject to amortization or additional rent.

12.2.5. Before undertaking the Government Required Alterations, Tenant must deliver to Landlord a detailed cost breakdown of the Government Required Alterations. This cost breakdown is subject to Landlord's reasonable approval. Tenant must use reasonable efforts to minimize the cost of the Government Required Alterations by coordinating them with Tenant's undertaking of other alterations and improvements on the Premises or Center. Unless Landlord otherwise agrees, Tenant must seek competitive bidding for all significant components of any Government Required Alterations.

12.3. Work by Tenant. All construction, finish out, repair, replacement, and maintenance work done by Tenant within the Premises must be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Center.

12.4. Interruptions in Service. Landlord is not liable for any interruption of utility services not furnished by Landlord. For utility services furnished by Landlord, if any, Landlord shall be liable for interruptions in utility services not due to force majeure events or Tenant's actions. Landlord is not liable for interruptions caused by the need to make emergency alterations, repairs, or improvements in the Premises or Center provided that Landlor makes reasonable efforts to minimize the duration of such interruptions.

12.5. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will be entitled to abate Rent in the event of a material breach of this lease by Landlord, or if the Premises become unusable for Tenant's intended purpose through no fault of the Tenant.

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12.6. Liability. TO THE EXTENT PERMITTED BY LAW, LANDLORD IS NOT RESPONSIBLE TO TENANT OR TENANT'S AGENTS, PATRONS, GUESTS, OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) AN ACT, OMISSION, OR NEGLECT OF TENANT, TENANT'S AGENTS, TENANT'S INVITEES, OR ANY OTHER TENANT IN THE PREMISES, COMMON AREA, OR CENTER; OR (B) FIRE, FLOOD, WATER LEAKS, ICE, SNOW. HAIL. WINDS, EXPLOSION, SMOKE, RIOT. STRIKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, ENVIRONMENTAL CONTAMINANTS, OR OTHER OCCURRENCES OR CASUALTY LOSSES.

12.7. Personal Property Taxes. Tenant is liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. Tenant must pay to Landlord, on demand, the amount of taxes for which Tenant is primarily liable if:

12.7.1. Any such taxes are levied against Landlord or Landlord's property and such taxes are paid by Landlord.

12.7.2. The assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase.

12.8. Security Interest. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises (the "**Collateral**"). This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of its security interest. This consensual lien is in addition to Landlord's statutory lien. The Collateral may not be removed from the Premises without the consent of Landlord, which shall not be unreasonably withheld, until all Rent due to Landlord under this lease have been paid. If there is a Tenant default under this lease, Landlord may, in addition to any other remedies provided in this lease or by law, enter the Premises and take possession of the Collateral, without liability for trespass or conversion. Having taken possession of the Collateral, Landlord must sell the Collateral following the procedures set forth either for (a) foreclosure of security interests in personal property under Chapter 9 of the Texas Business and Commerce Code; or (b) foreclosure of Landlord's statutory lien as set forth in Texas Property Code Section 54.021 et seq. Tenant warrants and represents that the Collateral has not been purchased or used for personal, family, or household purposes.

12.9. Limitations of Landlord's Liability. Landlord's liability for any act or omission or for breach of any obligation under this lease will be recoverable exclusively from the proceeds of a judicial sale conducted after execution and levy against Landlord's interest in the Premises, the proceeds of any insurance policy (subject to all waivers of claims and rights of subrogation in this lease, and the proceeds of any sale, exchange, or transfer of Landlord's interest in the Premises (subject to existing liens); and Tenant waives: (a) all other rights of recovery against Landlord and its other assets; and (b) all claims against any Landlord for special, punitive, exemplary, consequential or similar damages (including, without limitation, lost profits and business interruption) allegedly suffered by any Tenant as a result of Landlord's breach of this lease. Landlord will not have personal liability under this lease or be personally liable for any judgment or deficiency for any breach of this lease.

12.10. Security Deposit. Landlord will hold the Security Deposit without interest. Landlord may commingle the Security Deposit with Landlord's other funds. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default. This deposit is not an advance payment of Rent or a measure of Landlord's damages in the event of default by Tenant. On the occurrence of any event of default by Tenant, Landlord may, without prejudice to any other remedy provided by this lease or by law, appropriate and apply all or as much of the deposit as is necessary to remedy the default or to repair the damage. If Landlord applies all or any portion of the Security Deposit for a purpose authorized by this section, Tenant must restore the Security Deposit to its original amount (or increased amount pursuant to

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Section 9.4(e)) within 10 days of demand. If Tenant is not in default, and no condition exists, which, with the passage of time or notice or both, would be a Tenant default when this lease expires or terminates, Landlord will return any unused portion of the Security Deposit to Tenant within 60 days after the last to occur of: (a) the Termination Date; (b) payment of all Rent; (c) Tenant's surrender of the Premises in accordance with this lease; and (d) Landlord's receipt of Tenant's forwarding address.

12.11. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. All terms of this lease are fully applicable to the at will tenancy insofar as consistent, in principle, with an at will tenancy, except that Tenant must pay 150% percent of the Base Rent, calculated on a daily basis and immediately due and payable daily without notice or demand. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

12.12. Interest on Obligations. The payment of any sum due to Landlord under this lease is due promptly, as provided for in this lease. Any payment that is not paid promptly bears interest from its due date until paid at the lesser of (a) 5% per year; or (b) then-maximum legal rate of interest.

12.13. Attorney's Fees. In the event of any dispute arising out of this lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

12.14. Venue and Governing Law. Except where mandated elsewhere by law, exclusive venue is in the county in which the Premises are located. This lease will be governed by and construed in accordance with, and any matter arising out of this lease will be governed by, the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

12.15. Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS LEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY.

12.16. DTPA Waiver. After consulting with an attorney of Tenant's own selection, TENANT TO THE FULL EXTENT ALLOWED BY LAW, VOLUNTARILY WAIVES TENANT'S RIGHTS AGAINST LANDLORD PARTIES UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.

12.17. Consent. Anywhere Landlord's consent is required, such consent must be in writing, and may be granted, withheld, delayed, or conditioned at Landlord's sole discretion. Landlord's consent is applicable to only the specific transaction for which it is given. Landlord's consent actions as to a specific transaction do not waive Landlord's consent rights with respect to any other transaction.

12.18. Force Majeure. Unless otherwise provided in this lease, any party is excused from a delay in performance under this lease caused by the act of any public enemy, war, war defense condition, act of God, the elements, strike, walkout, or other causes beyond the party's reasonable control. However, each party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

12.19. Assignment of Lease By Landlord. Landlord may assign any or all of its interest under this lease. If Landlord transfers or assigns its interest in this lease or the Premises, Landlord is released from any further obligations under this lease. In such case, Tenant agrees to look solely to such successor in interest of Landlord for performance of Landlord's obligations. The Security Deposit may be assigned and transferred by Landlord to such successor in interest, and Landlord is discharged of any further obligation with respect to the Security Deposit.

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12.20. Landlord-Tenant Relationship. This lease establishes a landlord-tenant relationship between the parties. It does not create any other type of relationship between them, such as one of agency, partnership, or joint venture.

12.21. Abandoned Property. Landlord shall provide Tenant with written notice and an opportunity to retrieve any property left on the Premises at the end of the Term before Landlord may retain, destroy, or dispose of such property. If Tenant fails to remove Tenant's property, Tenant will pay Landlord on demand all costs incurred in removing, storing, selling, destroying, or disposing of Tenant's property. Tenant will be responsible for repairing any damage to the Premises resulting from the removal of any property of Tenant.

12.22. No Broker for Tenant. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this lease other than Landlord's broker, if any.

12.23. Advertisement of Premises. During the last 90 days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale.

12.24. Waiver of Property Tax Protest Rights. TENANT WAIVES ALL RIGHTS TO PROTEST THE APPRAISED VALUE OF THE PREMISES OR TO APPEAL THE SAME AND ALL RIGHTS TO RECEIVE NOTICES OF REAPPRAISAL AS SET FORTH IN SECTIONS 41.413 AND 42.015 OF THE TEXAS TAX CODE.

12.25. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to such rules and regulations that Landlord may prescribe.

12.26. Surrender of Premises. No act done by Landlord or its agents during the lease term will be considered an acceptance of a surrender of the Premises. No agreement to accept a surrender of the Premises is valid unless in writing and signed by Landlord.

13. Miscellaneous

13.1. Construction of Lease. The invalidity or unenforceability of any provision of this lease will not affect or impair any other provision. If any provision of this lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision will have the meaning which renders it valid.

13.2. No Presumption from Drafting. This lease has been negotiated at arm's-length. All parties have had the opportunity to draft, review, and/or edit the language of this lease. No presumption for or against any party arising out of drafting all or any part of this lease will be applied in interpreting this lease. In particular, any rule of law, legal decisions, or common law principles of similar effect that would require interpretation of any ambiguities in this lease against the party that has drafted it, are expressly waived.

13.3. Entire Agreement. This lease is the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. This lease supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any Agent of Landlord, that are not in this lease.

13.4. Authority of Landlord's Agents. Landlord's agents do not and will not have authority to (a) make exceptions, changes or amendments to this lease or factual representations not expressly contained in this lease, (b) waive any right, requirement, or provision of this lease, or (c) release Tenant from all or part of this lease, unless such action is in writing and executed by Landlord.

13.5. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and

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Tenant.

13.6. Successors. The terms, provisions, and covenants of this lease apply to, inure to the benefit of, and are binding on the parties and their respective heirs, successors in interest, legal representatives, and permitted assigns.

13.7. Joint and Several Liability. All Tenants and any guarantors of this lease are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, or its termination is binding on all Tenants.

13.8. Time of the Essence. Time is expressly declared to be of the essence in this lease.

13.9. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, e-mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13.10. Captions. The captions and numbers of the sections of this lease are for convenience only and are not intended to reflect in any way on the substance or interpretation of this lease.

13.11. Gender, Number. Whenever the sense of this lease requires it, the use of (a) singular number is deemed to include the plural, and (b) any gender reference includes all genders.

13.12. Counterparts, Effect of Facsimile, Emailed and Photocopied Signatures. This lease and any signed agreement or instrument entered into in connection with this lease, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (including email) or as an electronic download (any such delivery, an "**Electronic Delivery**") will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party, each other party will re-execute the original form of this lease and deliver such form to all other parties. No party will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

13.13. Authority. Each party that is an entity represents and warrants to the other party that the person signing this lease is duly authorized to execute this lease on behalf of the entity for which he or she is signing without further action or consent, and upon such execution, said entity will be bound by the terms and provisions hereof.

13.14. Riders and Exhibits. The following riders and exhibits are attached and incorporated by reference and constitute parts of this lease:

Rent Sechedule
Extension Option Rider
Tenant Improvement Rider to Lease
Exhibit A - Site Plan for Center
Exhibit B – Tenant Improvement Construction Specification for Landlord
Exhibit C - Tenant's Acceptance Letter

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Signed by:

10/23/2024

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Manager, Tauridra Moore

DocuSigned by:

10/24/2024

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Manager, Phil Wuest

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Rent Schedule

	Month - Year	Price per sqft	NNN	Base Rent	Monthly Rent
Month 1	11/01-11/30/2024	$27.00	Abated	Abated	$0
Month 2	12/01-01/31/2025	$27.00	$350	Abated	$350
Year 1	02/01-10/31/2025	$27.00	$350	$1968.75	$2318.75
Year 2	11/01/2025	$27.00	$350	$1968.75	$2318.75
Year 3	11/01/2026	$29.12	$350	$2123.33	$2473.33
Year 4	11/01/2027	$30.28	$350	$2207.92	$2557.92
Year 5	11/01/2028	$31.50	$350	$2296.88	$2646.88

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Manager, Taundra Moore

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Manager, Phil Wuest

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Extension Option Rider

Landlord grants Tenant an option to extend the Term for an additional 60 months from the Termination Date (the "**Additional Term**").

Tenant's rights under this option terminate if (1) the lease or Tenant's right to possession of the Premises is terminated by Landlord's breach, (2) Tenant assigns its interest in the lease or sublets any portion of the Premises with Landlord's consent, (3) Tenant fails to timely exercise the option, or (4) default exists at the time Tenant seeks to exercise the option.

Landlord and Tenant agree to the following:

1. During the Additional Term the lease will continue as written, except that the monthly Base Rent will be renegotiated at a price per square foot equal to current market value assessed within a three mile radius of the leased premise.

2. The option to extend for the Additional Term must be exercised by written notice delivered to Landlord sixty days before the Termination Date.

3. Minimum rent during the renewal Lease Term shall continue the three percent (3%) annual increases.

Signed by:

10/23/2024

Manager, Tamara Moore

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10/24/2024

Manager, Phil Wuest

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Tenant Improvements Rider to Lease

Terms and Definitions

General Description of Work: All finish out of the Premises, including installation of trade fixtures and furnishings, required to make the Premises suitable for Tenant's occupancy and operation of Tenant's business.

Contractor:

Contractor's Address:

Contractor's Insurance:

Death/bodily injury:

Property/Builder's risk:

Agreements

A. **Preparation of Plans**. Within 30 days from the Effective Date of this lease, Tenant will prepare and submit to Landlord the plans, specifications, and other material required for completing performance of the Work (the "Plans"). Landlord will have 20 days from the date of submittal to approve the Plans or to indicate any objections to the Plans. If Landlord has objections to the Plans, it will communicate them to Tenant within that time. This process will be repeated until the Plans are approved by both Landlord and Tenant. The cost of preparation of the Plans will be borne by Tenant. Landlord's review of the Plans is solely for Landlord's convenience, and Landlord's approval of the Plan will not constitute evidence of compliance of such Plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises.

B. **Performance of Work.** Tenant will be responsible for retaining Contractor to perform the Work. Contractor will obtain all required permits for the Work. After approval of the Plans, Contractor will be instructed to perform the Work in accordance with the approved Plans and all applicable laws. The cost of performance of the Work will be borne as follows: Tenant will pay the cost.

C. Schedules.

1. The deadline for Landlord's final approval of the Plans is 60 days from the Effective Date of this Agreement. If the Plans are not approved by Landlord by that date, either party may terminate this lease by notifying the other before Landlord's approval of the Plans.

2. Tenant will obtain all necessary permits and complete the Work by 150 days from the date Landlord approves the Plans (the "Tenant Improvements Completion Date"). If the Work takes longer to perform and the delay is Tenant's fault, the Commencement Date will be as stated in the lease and Tenant must begin paying Rent on the Commencement Date notwithstanding that the Work is not finished. If the delay is Landlord's fault, the Commencement Date will be extended by the number of days of delay. As provided in paragraph B, Tenant is responsible for retaining Contractor; however, any delay in performance of the Work that is Contractor's fault will not be automatically attributable to Tenant. *Instead, the parties will determine responsibility for such delays on a case-by-case basis, taking into account the specific circumstances of each situation.*

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D. **Changes in Work**. Any changes in the Plans or the Work after initial approval of the Plans will require approval of Landlord and Tenant. As part of such approval, the parties must agree on any required changes to the construction schedule and who will bear any increase in cost.

E. **Contractor's Insurance**. Contractor must maintain insurance reasonably satisfactory to Landlord in the amounts specified in the terms and definitions.

Manager, Taundra Moore

Signed by:
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Manager, Phil Wuest

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Exhibit A - Site Plan for Center

Attach

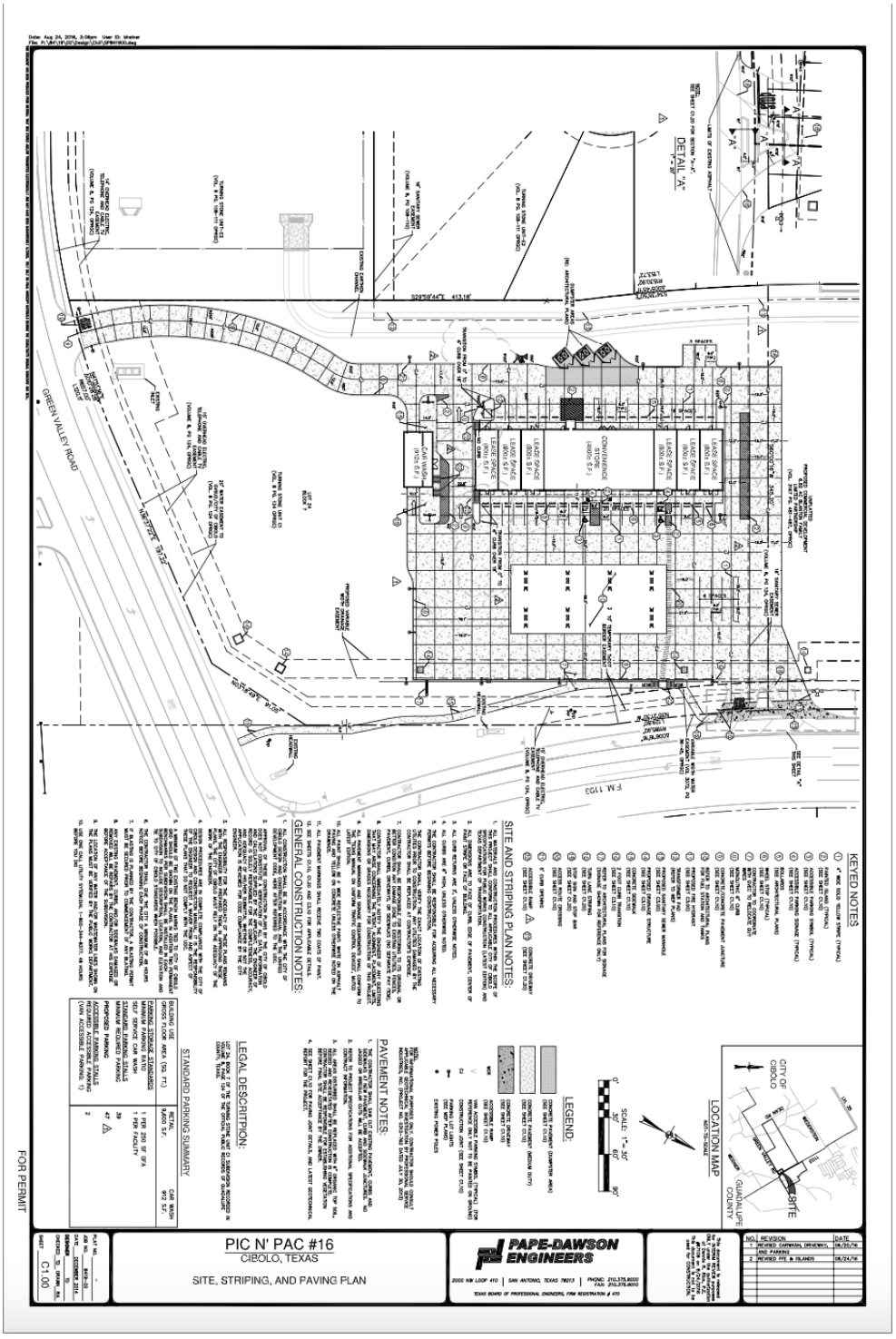

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Exhibit B - Tenant Improvements Construction Specifications for Landlord

Landlord and Tenant Initial Applicable Line:

~~_____ Cold Dark Shell. Landlord will provide the building shell, including all foundation and structural work, the roof and all concrete exterior walls, and interior slab flooring. In addition, Landlord will make available water, sewer, and other utility lines to the Premises. Tenant is responsible for all other Premises improvement, including but not limited to installing Tenant's own floor covering, Tenant's HVAC system, fire alarm system, for connecting its plumbing, electricity, and other utilities to Tenant's fixtures, and the balance of Tenant's Work. Tenant will reimburse Landlord for sewer connection fees to the extent prepaid by Landlord. Tenant will pay all required impact, utility fees, and utility meters for the Premises.~~

Initial: DS

_____ Second Generation White Box. Landlord will provide the building shell, including all foundation and structural work, the roof and all concrete exterior walls, and interior slab flooring. In addition, Landlord will make available water, sewer, and other utility lines to the Premises. Landlord will prepare the interior finish (unpainted) of existing exterior walls and insulation. Landlord will install the HVAC units which will be ducted through the roof. Landlord will provide electrical panels. Landlord will install the ceiling (open ceiling).

Tenant is responsible for all other Premises improvement, including but not limited to installing Tenant's own floor covering, Tenant's additional HVAC system, fire alarm system, for connecting its plumbing, electricity, and other utilities to Tenant's fixtures, and the balance of Tenant's Work. Tenant will reimburse Landlord for sewer connection fees to the extent prepaid by Landlord. Tenant will pay all required impact, utility fees, and utility meters for the Premises.

_____ Other:

_____

_____

_____

_____

Docusign Envelope ID: 651208FF-8094-4DCE-85C0-ED4A58988167

Exhibit C - Tenant's Acceptance Letter

Date: 11 October 2024

Lease

Effective Date: 01 November 2024

Landlord: Wuest Investments, LLC

Tenant: Zen Bubble, LLC

Premises Address: 2451 FM-1003, Suite 137 Cibolo, TX 78101

Tenant acknowledges that -

1. Tenant has taken possession of the Premises as of _____.

2. Tenant has inspected the Premises.

3. The Premises are satisfactory to Tenant in the present condition and for the purpose for which they were leased.

4. Tenant has ratified the Lease.

5. Landlord has completed all improvements required by the terms of the Lease to the satisfaction of Tenant.

_____

Manager, Taundra Moore

Docusign Envelope ID: 651208FF-8094-4DCE-85C0-ED4A58988167

Guaranty

Effective Date: As of the Effective Date of the Lease

Lease

Effective Date: November 01, 2024
Landlord: Wuest Investments LLC
Tenant: Zen Bubble, LLC
Premises Address: 2451 FM 1103, Suite 137
Cibolo, Texas 78108

Guarantor: Taundra Moore

Guarantor's Mailing Address: 144 Valley View Dr. La Vernia, TX 78121

To induce Landlord to enter into the Lease and for other consideration, Guarantor agrees that -

1. Guarantor guarantees the performance of Tenant's obligations under the Lease.
2. This is a primary, irrevocable, and unconditional guaranty of payment and performance and not of collection and is independent of Tenant's obligations under the Lease.
3. Guarantor will make all payments to Landlord at Landlord's address set forth in the Lease.
4. This guaranty will remain in effect regardless of any modification or extension of the Lease.
5. Guarantor's obligations will not be diminished by any compromise or release agreed on by Tenant and Landlord or by the discharge, limitation, or modification of Tenant's obligations in any bankruptcy or other debtor relief proceeding.
6. If there is more than one guarantor, the obligations of each guarantor will be joint and several.
7. Texas law applies to the guaranty.

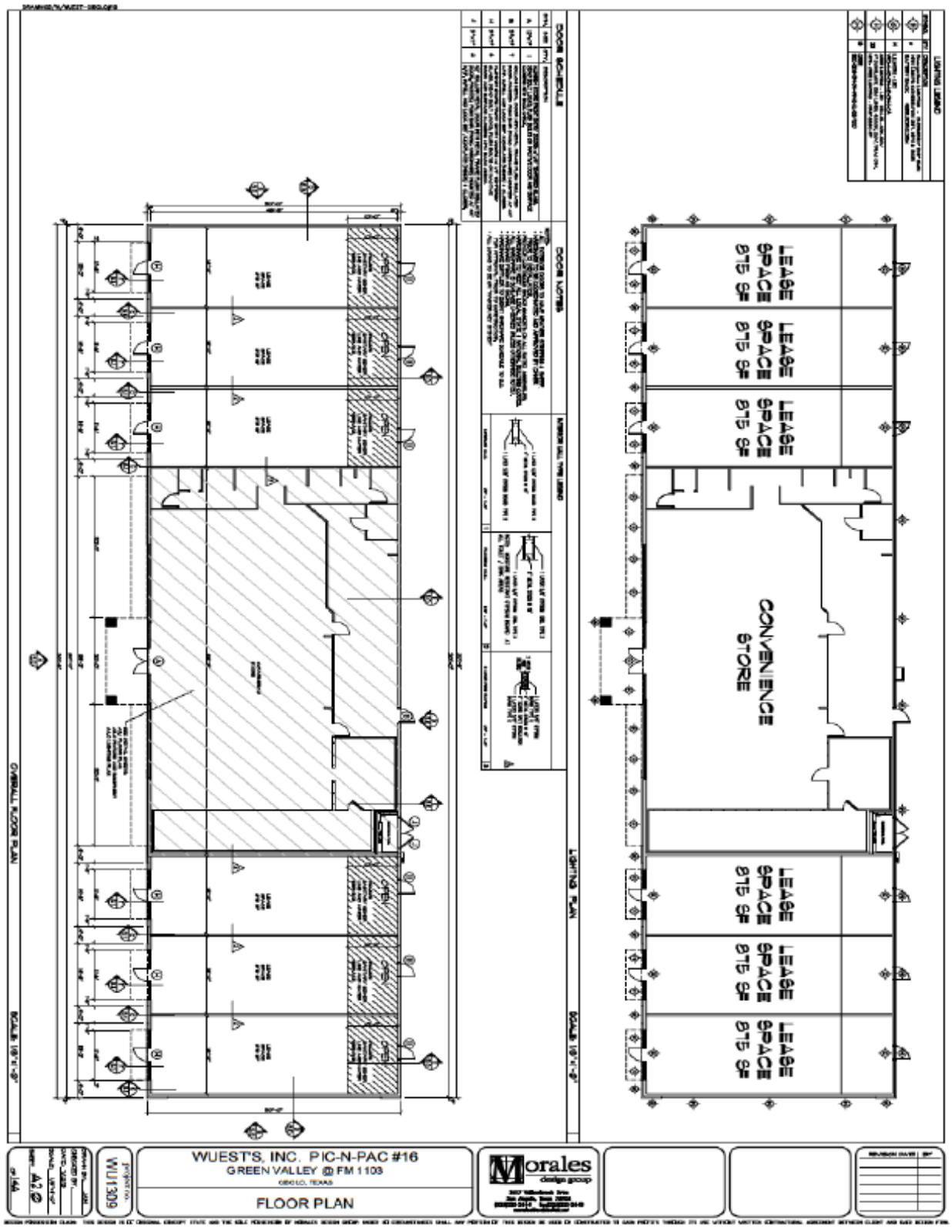
Guarantor waives Guarantor's rights -

1. To notices of acceptance, modification, extension, and default and any other notice.
2. To claim any defense arising out of lack of diligence; any failure to pursue Tenant; loss or impairment of any right of subrogation or reimbursement; release of any other guarantor or collateral; death, insolvency, or lack of corporate authority of Tenant; and waiver, release, or election, based on Landlord's or Tenant's rights and obligations under the Lease and the enforcement of its terms.
3. Under chapter 43 of the Texas Civil Practice and Remedies Code.

The prevailing party in any dispute arising out of this guaranty will be entitled to recover reasonable attorney's fees.

Signed by:
10/23/2024
FF10923897E14AF...
Taundra Moore

Docusign Envelope ID: 651208FF-8094-4DCE-85C0-ED4A58988167



Docusign Envelope ID: 651208FF-8094-4DCE-85C0-ED4A58988167

CONVENIENCE STORES

9318 FM 725
McQueeney, Texas 78123
Phone: (830) 379-3442
Fax: (830) 379-2407

Wuest Investments LLC
9318 FM 725
McQueeney, Texas 78123
830-660-2944
pwuest@pic-n-pac.com

September 26, 2025
City of Cibolo-Economic Development
201 W Lopp 539
Cibolo, TX 78108

To Whom It May Concern,

This letter serves as confirmation that Wuest Investments LLC, owner and landlord of the property located at 2451 FM 1103 STE.137, Cibolo, TX 78108, grants authorization to our tenant, Taundra Moore, Owner of Zen Bubble, to apply for the City of Cibolo EDGE Grant.

Taundra Moore operates its business at the property under a valid lease agreement. We understand that this grant requires the landlord's consent for the tenant to apply for funding related to business improvements or operations at this location.

We fully support Zen Bubble's application and their continued business operations at our property.

Should you require any further information or have any questions, please do not hesitate to contact me.

Sincerely,

Phil Wuest

Phil Wuest, its President

Economic Impact Analysis – Zen Bubble, 2451 FM 1103 Suite 137, Cibolo, TX

1. Introduction

This analysis provides an overview of the projected economic impact of Zen Bubble, a bubble tea café operating at 2451 FM 1103, Suite 137, Cibolo, Texas. The assessment highlights the fiscal contributions in terms of sales tax, property tax considerations, employment, and community benefits relevant for grant evaluation purposes.

2. Local Tax Structure

Zen Bubble contributes to the local economy primarily through taxable sales. The total sales tax rate in Cibolo is 8.25%, broken down as follows:

- Texas State: 6.25%
- City of Cibolo: 1.00%
- Guadalupe County: 0.50%
- Cibolo Economic Development Corporation (Type B): 0.25%
- Streets & Drainage: 0.25%

Every $1 of taxable sales generates $0.02 in local revenue (excluding the state share).

3. Fiscal Impact Estimates

Annual taxable sales estimates for a bubble tea café range from $200,000 to $750,000+.

Annual Sales	City (1.0%)	County (0.5%)	EDC (0.25%)	Streets (0.25%)	Total Local (2.0%)
$200,000	$2,000	$1,000	$500	$500	$4,000
$350,000	$3,500	$1,750	$875	$875	$7,000
$500,000	$5,000	$2,500	$1,250	$1,250	$10,000
$750,000	$7,500	$3,750	$1,875	$1,875	$15,000
$1,000,000	$10,000	$5,000	$2,500	$2,500	$20,000

4. Additional Community Impacts

- Employment: Zen Bubble provides jobs for local residents, particularly youth and part-time workers.
- Business Personal Property: Equipment and fixtures are subject to county appraisal, contributing modestly to the property tax base.
- Co-Tenancy Benefits: As part of a neighborhood retail node, Zen Bubble drives incidental visits and strengthens retail synergy at the FM 1103 corridor.

5. Conclusion

Zen Bubble generates direct fiscal benefits for the City of Cibolo, Guadalupe County, and local special districts, with estimated annual local sales tax contributions ranging from $4,000 to $15,000 based on typical performance levels. In addition, the business supports local employment, fosters community vitality, and aligns with the objectives of grant programs that prioritize small business development and neighborhood economic resilience.

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City of Cibolo

Economic Development Corporation Staff Report

F. Discussion/Action related to an application by Top Tier Hair & Beauty Supply for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount up to $15,000 for improvements to the site located at 2451 FM1103 #141 (C. Hardin & T. Marin)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7F.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

Staff received an Economic Development for Growth & Enhancement Grant (EDGE Grant) application from Top Tier Hair & Beauty Supply owner Tiffany Marin for a EDGE grant for assistance in offsetting the cost of onsite improvements for their business located at 2451 FM1103 #141. Mrs. Marin shared in her grant request the following statement:

"I'm a Cranial Prosthesis Specialist and the owner of Top Tier Hair &Beauty Supply (TTHBS), and I must mention a military wife and brat! My business is located in Cibolo off FM 1103. March 7, 2025, was our grand opening and this was a dream/goal coming to fruition! My career roles have afforded me to work and serve the San Antonio community. However, my passion was to be an entrepreneur and open a business to serve the community I lived in. Cibolo has been my home since 2018; my kids currently attend Steele High School and Dobie Junior High. We love the City of Cibolo because you can feel the genuine kindness from your neighbors, local businesses and the community. The one thing that was missing was a Hair & Beauty Supply in Cibolo and near surrounding residents to come to, and offer products that nurture your crown. I not only wanted to offer hair, and beauty supplies. I wanted to offer specialty services to fit our client's needs. Our Cranial Prosthesis services assist clients with medical hair loss to restore their spirts along with their appearance. Our Salon Suite empowers opportunities for hairstylist to build their clientele and instill confidence in our clients through a
diverse offering of hair services. Our beauty supply carries hair and beauty products from local small business vendors, giving them a platform to thrive and be recognized in our community. When our doors opened in March, we were doing great! The word was spreading that TTHBS has opened and the specialty services being offered were excelling. However, the TXDOT construction on FM 1103 has greatly impacted our sales to nearly half of our revenue being
decreased. I have elderly client's that would walk to our shop who no longer deem it safe due to the construction on the roads. Other clients have stated they avoid FM 1103 altogether due to the construction, increased accidents and long traffic holds. My business thus far has been 100% funded from my personal finances to include renovations for the finish out of my storefront space, signage, inventory, equipment…. Being a recipient of the Edge Grant would help my business maintain operations and allow for opportunities of growth. This growth will not only benefit my business, but will also contribute to the community by offering employment to more stylist, and to local vendors to carry their products"

Top Tier Hair & Beauty Supply is among one of the first full applications staff has received for the EDGE Grant program which was launched on July 1, 2025.

STAFF RECOMMENDATION:

Staff have found that this application meets most of the EDGE Grant criteria and recommends approval of the EDGE Grant to reimburse 50% of eligible costs not to exceed $15,000 for this on-site improvement related tenant finish out and sign improvements. One thing this application does not meet is that the improvements are completed but were already scheduled prior to the launch of the EDGE grant program. In consideration of the level of investment Tier Hair & Beauty Supply has made and the disruptions caused by continued construction on FM 1103 staff recommend approval of this item as presented.

FINANCIAL IMPACT:

Staff have calculated based on application and invoices provided that the amount of reimbursement to be $12,969.58.

MOTION(S):

Example of a motion would be "*I motion to approve the application from Top Tier Hair & Beauty Supply for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified "*

Attachments

Top Tier Completed Request.pdf
Top Tier Eco Impact.pdf

Application for Cibolo Economic Development for Growth & Enhancement (EDGE) Grant

Contact: Cibolo Economic Development - economicdevelopment@cibolotx.gov, 210-659-1471

1	PROJECT INFORMATION						
A	Property Address: 2451 FM 1103 Ste 141 Cibolo TX 78108						
B	Estimated Begin Work Date:			Estimated Completion Date:			
C	Date Company Established:		Federal Taxpayer ID Number: 93-2282166				
D	Company NAICS Code: 446120						
E	Choose Business Type: ☐Corporation ☐Partnership ■Sole Proprietorship ☐Other						
F	Reason for Requesting Grant: Special Circumstances						
G	Today's Date: 9/19/25						

2	OTHER BUSINESSES IN BUILDING (IF APPLICABLE) – Please list other businesses in the building and check those interested in participating in the Business Improvement Grant Program.	
	Name of Business	**Name of Owner**
☐	Top Tier Hair & Beauty Supply LLC	Tiffany Marin
☐		
☐		
☐		
☐		

3	ELIGIBILITY			
	YES	**NO**	**Item**	**Notes**
A	X		Within the City?	
B	X		Commercially Zoned?	
C	X		City taxes in good standing?	
D		X	No City liens existing?	
E	x		Proof of ownership provided?	
F		X	Outstanding code violations?	
G		X	Received a grant within past 365 days?	In accordance with Section 7 of Guidelines

4	ELIGIBILITY OF BUSINESS			
	YES	**NO**	**Item**	**Notes**
A		X	Any outstanding financial obligations to the City of Cibolo?	In accordance with Section 5C of Eligibility
B		X	Involved in any ongoing lawsuits with the City of Cibolo?	
C		X	Currently located or will be located in Old Town District or FM 78 Corridor?	See Section 10 for Map of Eligible Properties

5	ENHANCEMENTS (Section 6)	TOTAL COST	POLICY MAX %	POLICY MAX $	AMOUNT REQUESTED	AMOUNT APPROVED
A	Façade	$	50%	$15,000	$	$
B	Sign Improvement	$	50%	$15,000	$	$
C	Property Improvement	$	50%	$15,000	$	$
D	Demolition	$	50%	$15,000	$	$
E	New Construction	$	50%	$15,000	$	$

F	Fees	$	50%	$15,000	$	$
G	Special Circumstances	$ 25,939.16	50%	$15,000 CEDC BOARD	$ 12,969.58	$
	TOTAL AMOUNT REQUESTED:				$	
	TOTAL BUSINESS IMPROVEMENT GRANT APPROVED:				$	
H	Please describe any planned "Non-Grant" Enhancements:					

6	**ATTACHED ITEMS/EXHIBITS**			
	YES	**NO**	**Item**	**Notes**
A	X		Request letter to the CEDC Board of Directors describing proposed project and need for grant funds	
B	X		At least two photos of existing exterior or property	Will only accept pictures of property if new construction
C			Legal description of subject property	
D			Proof of Ownership if property owner	
E	X		Establishment of business entity name	
F	X		Project outline, illustrations, other supplemental information	
G	X		Construction cost estimates from a contractor/vendor	Itemized work estimates which include details and information such as color samples of paint, fabric, sign material, etc.
H	X		Applicant's W-9	
I			Completed Economic Impact Analysis	Contact staff for this form
J	X		Copy of signed lease agreement	If Business Owner is different from Property Owner
K			Vicinity map of subject property	

7	**CONTRACTOR INFORMATION**	
A	**Company Name:** South Texas Pro-Builders	
	Contract Person: Roger Olivo	Title: Contractor
	Address: Atascosa Tx	
	Phone Number: 210-727-9327	Fax:
	Email: sotxprobuilders@gmail.com	Website:
8	**I have read and agree to the terms and conditions set in the Cibolo EDGE application. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Cibolo EDGE Program. I understand that the submittal of this application in no way guarantees me a grant from the Cibolo Economic Development Corporation. I understand that additional information may be requested as needed. The Cibolo Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.** **If the property is owned by a corporation, partnership, or joint venture, an individually legally authorized to represent the entity must sign below on behalf of the entity.**	

Applications will be considered on a monthly basis and complete applications must be submitted to CEDC a minimum of thirty (30) calendar days prior to being presented at a CEDC Board Meeting.

Business Owner		Property Owner
Company: Top Tier Hair & Beauty Supply LLC		Company: West Investiments LLC
Signature: Tiffany Marin		Signature:
Print Name: Tiffany Marin		Type of Print Name: Phil West
Title: CEO/Owner		Title: Landlord
Company Phone Number: 210-716-0775		Phone Number: 830-660-2944
Company Email: timarin@toptierhairbeautysupply.com		Email: pwuest@pic-n-pac.com
Company Physical Address: 2451 FM 1103 STE 141 Cibolo TX 78108		Address: 9318 FM 725 McQueeny TX 78123
Company Website:		Date:
Date: 9/19/25		

Edge Grant-Special Circumstances

Dear CEDC Board of Directors

My name is Tiffany Marin, I'm a Cranial Prosthesis Specialist and the owner of Top Tier Hair & Beauty Supply (TTHBS), and I must mention a military wife and brat! My business is located in Cibolo off FM 1103. March 7, 2025, was our grand opening and this was a dream/goal coming to fruition! My career roles have afforded me to work and serve the San Antonio community. However, my passion was to be an entrepreneur and open a business to serve the community I lived in. Cibolo has been my home since 2018; my kids currently attend Steele High School and Dobie Junior High. We love the City of Cibolo because you can feel the genuine kindness from your neighbors, local businesses and the community. The one thing that was missing was a Hair & Beauty Supply in Cibolo and near surrounding residents to come to, and offer products that nurture your crown. I not only wanted to offer hair, and beauty supplies. I wanted to offer specialty services to fit our client's needs. Our Cranial Prosthesis services assist clients with medical hair loss to restore their spirts along with their appearance. Our Salon Suite empowers opportunities for hairstylist to build their clientele and instill confidence in our clients through a diverse offering of hair services. Our beauty supply carries hair and beauty products from local small business vendors, giving them a platform to thrive and be recognized in our community.

When our doors opened in March, we were doing great! The word was spreading that TTHBS has opened and the specialty services being offered were excelling. However, the TXDOT construction on FM 1103 has greatly impacted our sales to nearly half of our revenue being decreased. I have elderly client's that would walk to our shop who no longer deem it safe due to the construction on the roads. Other clients have stated they avoid FM 1103 altogether due to the construction, increased accidents and long traffic holds. My business thus far has been 100 % funded from my personal finances to include renovations for the finish out of my storefront space, signage, inventory, equipment…. Being a recipient of the Edge Grant would help my business maintain operations and allow for opportunities of growth. This growth will not only benefit my business, but will also contribute to the community by offering employment to more stylist, and to local vendors to carry their products in our beauty supply. Thank you for considering my application for the Edge Grant.

Sincerely

Tiffany Marin, CEO

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

June 29, 2023

Attn: Legalinc Corporate Services Inc.

Legalinc Corporate Services Inc.
10601 Clarence Dr., Suite 250
Frisco, TX 75033 USA

RE: TOP TIER HAIR & BEAUTY SUPPLY LLC
File Number: 805119432

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at https://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

TOP TIER HAIR & BEAUTY SUPPLY LLC
File Number: 805119432

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/27/2023

Effective: 06/27/2023

Jane Nelson
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the Secretary of State of Texas
Filing #: 805119432 06/27/2023
Document #: 1261490590002
Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

TOP TIER HAIR & BEAUTY SUPPLY LLC

Article 2 – Registered Agent and Registered Office

☑ A. The initial registered agent is an organization (cannot be company named above) by the name of:

LEGALINC CORPORATE SERVICES INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:
10601 CLARENCE DR.
SUITE 250 FRISCO TX 75033

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☑ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **TIFFANY MARIN** Title: **Managing Member**

Address: **944 FOXBROOK WAY CIBOLO TX, USA 78108**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

10601 CLARENCE DR.
SUITE 250
FRISCO, TX 75033
USA

Organizer

The name and address of the organizer are set forth below.

JOHN MOSELEY **10601 CLARENCE DR. #250 FRISCO TX 75033**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

JOHN MOSELEY

Signature of Organizer

FILING OFFICE COPY

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-10-2023

Employer Identification Number:
93-2282166

Form: SS-4

Number of this notice: CP 575 A

TOP TIER HAIR & BEAUTY SUPPLY LLC
TIFFANY MARIN SOLE MBR
944 FOXBROOK WAY
CIBOLO, TX 78108

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2282166. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is TOPT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A 07-10-2023 TOPT B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 07-10-2023
EMPLOYER IDENTIFICATION NUMBER: 93-2282166
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

TOP TIER HAIR & BEAUTY SUPPLY LLC
TIFFANY MARIN SOLE MBR
944 FOXBROOK WAY
CIBOLO, TX 78108

Docusign Envelope ID: FB54A2A5-81EB-41D4-9847-C7C08FEAA4E6

Lease

In consideration of the agreements and covenants contained in this lease to be performed by Landlord and Tenant, Landlord and Tenant enter into this lease.

1. Basic Information

1.1. Effective Date: 06 September 2024

1.2. Landlord: Wuest Investments LLC

1.3. Landlord's Address: 9318 FM 725, McQueeney, Texas 78123

1.4. Tenant (whether one or more): Top Tier Hair and Beauty Supply, LLC

1.5. Tenant's Address: 2451 FM-1103, Suite ~~137~~ 141 Cibolo, TX 78101

1.6. Tenant's Trade Name: Top Tier Hair and Beauty Supply

1.7. Guarantor (whether one or more): Tiffany Marin

1.8. Guarantor's Address: 944 Foxbrook Way Cibolo, TX 78108

1.9. Premises:

Description: The retail store space that is designated as Suite Number ~~137~~ 141 on the Site Plan, which is attached to and incorporated in this lease as Exhibit A, of the strip shopping center located at 2451 FM-1003 Cibolo, TX 78101 (the "**Center**"). "Premises" does not include, and Tenant has no right in, the land or improvements below the floor slab of the Premises or above the interior ceiling of the Premises.

1.10. Term (months): (38 months) - See attached Rent Schedule. Additionally, Tenant has the option to extend the lease term as set forth in the attached Extension Option Rider.

1.11. Commencement Date: 01 October 2024

If the Commencement Date falls on a day other than the first day of the calendar month, the period between the Commencement Date and the first day of the first calendar month in the term is added to the 36-month term described above.

1.12. Termination Date: the last day of the 30th full month after the Commencement Date.

1.13. Base Rent (monthly): $1,969

1.1.3.1: *Annual Base Rent as set forth in this lease shall increase by three percent (3%) commencing on 01 October 2025 and every Lease Year both during the Initial Term and any extension thereof.

If the Commencement Date is a date other than the first day of a calendar month, the first monthly installment of Base Rent will be adjusted for that month on a per diem basis calculated on the actual number of days in the month.

1.14. Tenant's Pro Rata Share: 9.11%

1.15. Initial Monthly Operating Expenses Charge: $350.00
If the Commencement Date is a date other than the first day of a calendar month, the first monthly installment of Monthly Operating Expenses Charge will be adjusted for that month on a per diem basis calculated on the actual number of days in the month.

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1.16. Security Deposit: $2,565

1.17. Permitted Use: Hair and Beauty Supply

1.18. Operating Hours:

Weekdays:	10:00 a.m. to 9:00 p.m.
Saturdays:	10:00 a.m. to 9:00 p.m.
Sundays:	_____

1.19. Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the Premises except for the items for which Landlord is responsible under *Section 5.1.4*. Such items for which Tenant is responsible under this Section include but are not limited to the following: leasehold improvements: All partitions, walls, moldings, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, interior painting, signs, doors, door closure devices, door frames, hardware, windows, window frames, window coverings, locks, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements in the Premises, whether installed by Landlord or Tenant. At Tenant's sole expense, Tenant must replace cracked or broken storefront glass on the Premises with glass equal in quality and similar in kind to that originally installed on the Premises.

2. Definitions

2.1. "Agent" means agents, contractors, employees, licensees and, to the extent under the control of the principal, invitees.

2.2. "Common Areas" means all facilities and areas of the Center that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Center, including but not limited to the Parking Areas, sidewalks, landscaping, curbs, loading areas, driveways, alleys, lighting facilities, and similar facilities. Landlord has the exclusive control over and right to manage the Common Areas. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord may grant to third persons the non-exclusive right to use the Common Areas in common with its use by the Center's tenants.

2.3. "Essential Services" means the mains, conduits, and other facilities necessary to supply water, gas, electricity, telephone service, internet, cable television, and sewerage service to the Premises. Other than Utilities as defined in *Section 2.10a*, Landlord has provided the essential services to the Premises. However, in the future, Landlord may furnish one or more utility services to Tenant. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Premises to the public utility, if any, furnishing such service.

2.4. "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

2.5. "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

2.6. "Lienholder" means the holder of a deed of trust covering the Premises.

2.7. "Operating Expenses Charge" means: (i) 100% of the Taxes and Insurance Charge as defined in *Section 2.10*, and (ii) 100% of all expenses, costs, fees, assessments and disbursements of every kind and nature which Landlord pays or incurs in connection with owning, managing, operating, repairing, and maintaining the Center in a manner Landlord deems reasonable and appropriate. Operating Expenses Charge will be construed broadly to include all of the foregoing expenses, costs, fees, assessments and disbursements, including but not limited to: (a) wages, salaries, benefits, and employer tax of all employees directly engaged in the supervision, management, operation, maintenance, or repair of the Center, with such expenses with respect to individuals whose responsibility includes responsibilities other than supervision, management, operation, maintenance, or repair of the Center to be equitably prorated; (b) the

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cost of all services and non-capital supplies, tools, equipment, and materials used in the operation, management, supervision, repair, and maintenance of the Center; (c) the cost of all maintenance and service agreements for the Center and equipment; (d) the cost of non-capital repairs and general maintenance of the Center; (e) the cost of measures undertaken by Landlord to comply with any environmental or similar law, ordinance, or regulation, including the removal of any Hazardous Materials from the Center; (g) amortization of the cost of capital items which are acquired or installed by Landlord, all such costs will be amortized over the reasonable life of the capital item as determined by Landlord; (h) Landlord's accounting and auditing costs attributable to the Center, and (i) Landlord's legal and professional costs attributable to the Center. Notwithstanding the foregoing, ground lease payments, payment of principal and interest on debt (and other debt-related costs), amortization payments on any mortgage or mortgages executed by Landlord covering the Center or any portion thereof, and utilities charges billed to other tenants will not be included in the computation of Operating Expenses Charge. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete or exhaustive list of all possible items comprising the Operating Expenses Charge.

2.8. "Parking Areas" means those specific parts of the Center that are reserved by the Landlord, as shown on the Site Plan, as places where users of the Center may park their automobiles. Within the Parking Areas, Landlord may designate from time to time, specific **"**Employee Parking Areas" where automobiles owned by Tenant and Tenant's non-customer Agents are to be parked. If Landlord has not designated specific Employee Parking Areas, Tenant and Tenant's employee will park in the back of the Center. Upon Landlord's request, Tenant will provide Landlord with a list of license numbers of all vehicles used by Tenant and Tenant's employees.

2.9. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

2.10. "Taxes and Insurance Charge" means all Taxes and all insurance costs incurred by Landlord with respect to the Center. The term "**Taxes**" means real property taxes, special assessments, and governmental charges of any kind imposed on the Premises during the Term, including any special assessments imposed on or against the Premises for constructing or improving public works. The term "**Taxes**" also includes any tax or excise on Rent, any alternative school tax, or any other tax however described (except any franchise, margin, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) levied or assessed against Landlord by any lawful taxing authority on account of Landlord's interest in this lease or the Rent, as a substitute in whole or in part for, or in addition to real property taxes and special assessments.

2.10a. "Utilities" means (i) cold water for lavatory and business purposes, (ii) sewerage service. (iii) electrical services and (iv) telecommunications. Tenant agrees to purchase the Utilities directly through the service providers. (see *Section 4.1.9*).

3. Construction And Acceptance Of Premises

3.1. Landlord's Obligation to Construct. Subject to the provisions of Section 3.4, Landlord must construct the tenant improvements on the Premises in compliance with Exhibit B ("Landlord's Work"), with such minor variations as Landlord may deem advisable, and tender the Premises to Tenant by ("Landlord's Estimated Completion Date"). The Premises are deemed ready for occupancy when Landlord's Work is substantially completed. By accepting possession of the Premises, Tenant accepts the Premises in their then present condition "AS IS" and acknowledges that the Landlord's work fully complies with Landlord's obligations under this lease and that the Premises are will be suitable for the Permitted Use upon completion of the Work as defined in *Section 3.3.*

3.2. Failure to Complete in Time. If Landlord, for any reason, fails to complete such work prior to the Landlord's Estimated Completion Date, Landlord will not be in default under this lease or otherwise liable in damages to Tenant, nor may the term of this lease be affected. However, if for any reason the Premises are not ready for occupancy within 30 days following the Landlord's Estimated Completion Date, Tenant may, at Tenant's option, cancel and terminate this lease by written notice to Landlord delivered within 14 days following the expiration of such 30-day period. If Tenant cancels this lease, neither party has any further liabilities or obligations, except that Landlord must repay to Tenant any prepaid Rent and Security Deposit.

3.3. Tenant's Work. When the Premises are ready for occupancy pursuant to Section 3.1, Tenant agrees to: (i) accept possession and proceed with due diligence to finish the Work described in the attached Tenant Improvements

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Rider to Lease, and (2) execute the Tenant's Acceptance Letter attached to and incorporated in this lease as Exhibit C.

3.4. Disputes About Work. If a dispute arises as to work performed or required to be performed by Landlord under Section 3.1 or Tenant under Section 3.3, the opinion of Landlord is conclusive on the issue.

3.5. **Opening for Business and Commencement Date**. Tenant agrees to open the Premises to the public for business within 14 days after the Tenant Improvements Completion Date set forth in *Section C.2* of the Tenant Improvements Rider to Lease (the "Business Opening Deadline Date"). The Commencement Date of this lease is the Business Opening Deadline Date or the date on which Tenant opens the Premises to the public for business, and executes the acceptance letter in *Exhibit C Attached*, whichever date first occurs. Occupancy and/or Opening for Business whichever date first occurs. Occupancy of the Premises by Tenant before the Commencement Date is subject to all of the terms and provisions of this lease except those requiring Tenant to pay Rent. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the Premises if required by a governmental body.

4. Tenant's Obligations

4.1. Tenant agrees to -

4.1.1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

4.1.2. Except to the extent that Landlord is not obligated to construct improvements in the Premises, as provided in Exhibit B, accept the Tenant accepts the Premises in their present condition "AS IS", with the Premises being currently suitable for the Permitted Use.

4.1.3. Obey (a) all laws, rules, regulations, orders, and ordinances relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Center; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Center; and (c) any rules and regulations of the Center adopted or amended at any time by Landlord.

4.1.4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address or such other address as Landlord may direct, except for the first monthly installment of Base Rent which is due and payable on or before the Commencement Date.

4.1.5. Pay Tenant's Pro Rata Share of the monthly Operating Expenses Charge on or before the first day of each month, except for the first monthly installment of Tenant's Pro Rata Share of the monthly Operating Expenses Charge which is due and payable on or before the Commencement Date. The initial Monthly Operating Expenses Charge is based on Landlord's estimates and is set forth in the Basic Terms. Landlord may adjust the monthly Operating Expenses Charge from time to time by notice to Tenant. If the actual amount of Tenant's Pro Rata Share of actual costs for any calendar year exceeds the amount paid by Tenant, Tenant will pay to Landlord the deficiency within fifteen days following notice from Landlord; if the amount paid by Tenant exceeds Tenant's Pro Rata Share of the actual cost, then the surplus will be credited to the next payment(s) due by Tenant, or Landlord may refund the net surplus.

4.1.6. Pay a late charge of 15 percent of any Rent not received by Landlord by the tenth day after it is due.

4.1.7. Pay any bank charges incurred by Landlord for: (a) each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for an3y reason; or (b) ACH transaction which is not completed in full.

4.1.8. Reimburse Landlord within 10 days after Landlord delivers an invoice for any expenses Landlord incurs in carrying out Tenant's obligations under this lease or curing a Tenant default.

4.1.9. Obtain and pay for all utility services used by Tenant. If Landlord furnishes a utility service to the Premises, Tenant agrees to purchase the use of such service from Landlord. The Utilities are billed to Landlord.

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Tenant's use of the Utilities will be measured by a sub-meter. Landlord will invoice Tenant on a monthly basis a fraction of the bill received for Landlord for Utilities as follows: (i) the total amount of the bill (including all taxes, fees, and charges) multiplied by (ii) a fraction, the numerator of which is the total number of gallons of water used by Tenant, and the denominator of which is the total number of gallons of water billed to Landlord. Tenant will pay each invoice for Utilities within 10 days of delivery of such invoice.

4.1.10. Allow Landlord to enter the Premises to perform Landlord's obligations (including making repairs to the Premises, or making repairs, alterations, or additions to adjacent premises and Common Areas), inspect the Premises, and show the Premises to prospective purchasers or tenants, and Lienholder or Landlord's prospective lenders.

4.1.11. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, including but not limited to all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plate glass, signs, located in or on the Premises. Tenant, in keeping the Premises in good order, condition, and repair, will exercise and perform good maintenance practices. Tenant's obligations will include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant will, during the Term of this lease, keep the exterior appearance of the Premises in the same condition as it was in on the Commencement Date consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repair of the Premises. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete or exhaustive list of all possible items comprising Tenant's repair, replacement, and maintenance duties. If any repairs required to be made by Tenant are not made within 10 days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without Landlord being liable to Tenant for any loss or damage which may result to Tenant's property or business by reason of such repairs. If Landlord makes such repairs, Tenant must pay to Landlord within 10 days from demand the cost of such repairs. Tenant repairs, replacements, and maintenance must be completed by trained, qualified, and insured repair persons.

4.1.12. If a governmental order requires alteration or modification to the Premises, modify or alter the item in compliance with the order, except for items that Landlord is obligated to repair, replace, or maintain under *Section 5.1.4*.

4.1.13. Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed.

4.1.14. On demand of Landlord, repair, replace, or reimburse Landlord for the cost of repairing or replacing, any damage to the Building caused by the intentional acts or negligence of Tenant or Tenant's Agents.

4.1.15. Maintain all display windows in a neat, attractive condition.

4.1.16. Take good care of the Premises, keeping it (including the interior and exterior storefront surfaces) clean, safe, sanitary, orderly, and free from waste at all time. Tenant will maintain any grease trap on the Premises which Tenant uses, including not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law. Tenant will shall store all trash and garbage within the Premises or in such area outside and Premises as may be designated for such purpose by Landlord, and Tenant shall arrange for the regular pickup of such trash and garbage at Tenant's expense.

4.1.17. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

4.1.18. Notify Landlord of any damage or accident caused to or on the Premises, within 12 hours of its occurrence.

4.1.19. Continuously and in good faith conduct the Permitted Use in an efficient and reputable manner and except during reasonable periods for repairing, cleaning, and decorating, keep the Premises open to the public for

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business during Operating Hours.

4.1.20. Conduct itself, and will cause its Agents to conduct themselves, with full regard for the rights, convenience, and welfare of all other tenants in the Center.

4.1.21. Maintain and keep in force all permits and licenses required by governmental authorities for the transaction of the Permitted Use in the Premises.

4.1.22. Vacate the Premises on the last day of the Term, return all keys and access devices to Landlord, and surrender the Premises in good condition, except for normal wear.

4.1.23. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

4.1.24. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES, COMMON AREA, OR CENTER THAT IS CAUSED IN WHOLE OR IN PART BY THE INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF TENANT OR TENANT'S AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS. THE TENANT'S INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT EXCEED THE AMOUNT OF THE TENANT'S INSURANCE COVERAGE.**

4.2. Tenant agrees not to -

4.2.1. Use the Premises for any purpose other than the Permitted Use.

4.2.2. Interfere with any other tenant's normal business operations or Landlord's management of the Center.

4.2.3. Permit any waste.

4.2.4. Use the Premises in any way that would increase insurance premiums, or void insurance on the Center.

4.2.5. Change Landlord's lock or access system or make duplicates of keys.

4.2.6. Alter the Premises. As a condition to obtaining Landlord's consent to alter the Premises, Tenant must furnish Landlord with: (a) plans and specifications acceptable to Landlord; (b) names and addresses of contractors acceptable to Landlord; (c) copies of contracts; (d) necessary permits and approvals; (e) evidence of contractor's and subcontractor's insurance (to include coverage against such risks, in such amounts and with such companies as Landlord may require); and (f) payment and performance bonds, letters of credit, or other security, all in form and amount satisfactory to Landlord.

4.2.7. Allow a lien to be placed on the Premises or make duplicates of any keys.

4.2.8. Assign this lease or sublease any portion of the Premises or grant any license, concession, or other right of occupancy of any portion of the Premises without Landlord's written consent. Notwithstanding any permitted assignment, subletting, license, concession, or occupancy, Tenant will remain fully responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this lease.

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4.2.9. Permit a Change in Control of Tenant without Landlord's written consent. "**Change of Control**" means the transfer by sale, assignment, incompetency, mortgage, deed of trust, trust, operation of law, or otherwise of any shares, voting rights or ownership interests which will result in a change in the identity of the person or persons exercising, or who may exercise, effective control of Tenant or any guarantor of this lease, unless such change results from the trading of shares listed on a recognized public stock exchange and such trading is not for the purpose of acquiring effective control of Tenant or any guarantor of this lease. If Tenant or any guarantor of this lease is a private corporation whose stock becomes publicly held, the transfers of such stock from private to public ownership shall not be deemed a Change of Control. The following shall constitute a Change of Control for the purposes of this lease: (a) if Tenant or any guarantor of this lease is an entity: (i) the merger, consolidation or reorganization of the entity; and/or (ii) the sale, issuance, or transfer, cumulatively or in one transaction, of any voting stock, membership interests, partnership interests, or other interests, by Tenant or any guarantor of this lease or the owners of record of either as of the date of this lease, which results in a change in the voting control of Tenant or any guarantor of this lease, except any such transfer by inheritance or testamentary disposition to Tenant's or such guarantor's heirs at law.

4.2.10. Use the roof of the Center.

4.2.11. Place any signs on the Premises without Landlord's written consent.

4.2.12. Change Tenant's name or trade name without Landlord's written consent. If Tenant changes Tenant's name or trade name, Tenant is solely responsible for all costs of changing such name.

4.2.13. Solicit business, display merchandise, or distribute handbills within the Common Area.

4.2.14. Take any action which would interfere with the rights of other persons to use the Common Area.

4.2.15. Conduct within the Premises any fire, auction, or bankruptcy sales.

4.2.16. Operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "secondhand" store, a "surplus" store, or a store commonly referred to as a "discount house."

4.2.17. Advertise that it sells products or services at "discount," "cut-price," or "cut-rate" prices.

4.2.18. Permit any objectionable or unpleasant odors to emanate from the Premises.

4.2.19. Place or permit a radio, television, loudspeaker, or amplifier on the roof or outside the Premises or permit the making of any noise or sounds that carry beyond the boundaries of the Premises.

4.2.20. Place an antenna, awning, or other projection on the exterior of the Premises.

4.2.21. Take any action that would create a nuisance or would disturb or endanger other tenants or users of the Center.

4.2.22. Do anything that tends to injure the reputation of the Center or Landlord.

4.2.23. Conduct or permit any type of unlawful conduct on the Premises.

4.2.24. Store or use any Hazardous Materials on the Premises.

4.2.25. Do anything prohibited by any rules and regulations concerning the Center that may be adopted or amended by Landlord.

4.2.26. Do anything that would compete with the business of the Pic-n-Pac store located at the Center.

5. Landlord's Obligations

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5.1. Landlord agrees to -

5.1.1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

5.1.2. Obey all laws with respect to Landlord's operation of the Center.

5.1.3. Provide the Essential Services and Utilities.

5.1.4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common Areas, and (d) structural soundness of the exterior walls, excluding windows, store fronts, and doors. However, Landlord is not required to make any repairs caused by the act or negligence of Tenant or Tenant's Agents. Landlord is not responsible in any way for failure to make any repairs until a reasonable time has elapsed after delivery of a written notice from Tenant pursuant to *Section 4.1.17*.

5.1.5. Subject to the requirements of *Section 12.10*, return the Security Deposit to Tenant, less itemized deductions.

5.2. Landlord agrees not to:

5.2.1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

6. Insurance

6.1. Tenant's Required Insurance. Tenant will maintain the property and liability insurance policies required below and such other insurance coverages and/or higher policy limits as may be required by Lienholder during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance or Endorsement	**Minimum Policy or Endorsement Limit**	
General Liability Insurance Policies Required of Tenant:		
Commercial general liability	Each occurrence: General aggregate:	$1,000,000.00 $2,000,000.00
Required Endorsements to Tenant's General Liability or Business Owner's Policy:		
Designated location(s) general aggregate limit		$2,000,000.00
Additional insured		Landlord
Additional Liability Insurance Policy Required of Tenant:		
Workers' compensation	Statutory limit	
Property Insurance Policy Required of Tenant:		
Commercial property insurance written on a causes of loss -- special form (formerly known as "all risks" form)	100 percent of replacement cost of (a) all items included in the definition of Tenant's Rebuilding Obligations and (b) all of Tenant's furniture, fixtures, equipment, and other business personal property located in the Premises.	
Required Endorsements to Tenant's Causes of Loss - Special Form Policy:		
Business income and additional expense:	Sufficient limits to address reasonably anticipated business interruption losses for a period of 12 months including	

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	Base Rent and Tenant's Pro Rata Share of Operating Expense Charge and Taxes and Insurance Charge
Plate Glass	Sufficient limits to cover plate glass

6.2. Additional Tenant Insurance Requirements

6.2.1. The commercial general liability (or business owner's property policy) must be (a) written on an occurrence basis, (b) endorsed to name of Landlord, Landlord's property manager, if any, and Lienholder, if any, as "additional insureds", (c) include contractual liability under *Section 6.1* sufficient to respond to a broad-form indemnity, (d) if Tenant operates multiple locations, be endorsed with a Designated Location(s) General Aggregate Limit endorsement, and (e) be primary and noncontributory with Landlord's liability insurance coverage and contain a severability-of-interest clause.

6.2.2. The commercial property insurance policies must contain (a) optional coverage for agreed value to eliminate the coinsurance clause, (b) optional coverage for replacement cost, (c) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance, and (d) waivers of subrogation of claims against Landlord and Lienholder.

6.2.3. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least 10 days before the expiration of the policies.

6.2.4. Tenant will obtain the approval of Landlord and Lienholder with respect to the following: the forms of Tenant's insurance policies, endorsements and certificates, and other evidence of Tenant's Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant's Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant's Insurance.

6.2.5 Tenant will deliver copies of the insurance policies with copies of any additional insured and waiver of subrogation endorsements to Landlord before entering the Premises and thereafter at least 10 days before the expiration of the policies.

6.3. Release of Claims and Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, COMMON AREA, OR CENTER, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, COMMON AREA, OR CENTER, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.

7. Casualty; Total or Partial Destruction

7.1 Landlord's Rebuilding Obligation. Subject to *Section 7.2*, If the Premises are damaged by casualty, Landlord will at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises to substantially the same condition that existed before the casualty and Tenant will, at Tenant's expense, be responsible for replacing any of Tenant's damaged furniture, fixtures, and personal property and restore any leasehold

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improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within 90 days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

7.2. Landlord Election not to Rebuild. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within 90 days, or the aggregate cost of restoring the Landlord items described in *Section 7.1*, exceeds the insurance proceeds made available to Landlord for such purposes and Landlord elects not pay the difference, or there are less than 12 months remaining in the current Term of this lease, Landlord has the option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore, and if Landlord cannot complete the portion of the restoration for which Landlord is responsible within 90 days, give Tenant an option to terminate this lease by notifying Landlord in writing within 10 days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue, and Landlord will restore the Premises as provided in *Section 7.1*.

7.3. Payment of Rent During Reconstruction or Repair. During any period of reconstruction or repair of the Premises, Tenant must continue the operation of Tenant's business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the proceeds of Tenant's business income and additional expense insurance policy, as required by *Section 6.1*, will be paid to Landlord to cover the Base Rent and Tenant's Pro Rata Share of the monthly Operating Expenses Charge and monthly Taxes and Insurance Charge. Otherwise, to the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

8. Condemnation; Substantial or Partial Taking

8.1. Premises Cannot be Used. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

8.2. Common Area Taking. Whether or not any portion of the Premises is taken by condemnation or purchase in lieu of condemnation, Landlord or Tenant may elect to terminate this lease if 50 percent or more of the Common Area is taken.

8.3. Restoration. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

8.4. Condemnation Award. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation (and assigns any interest in same to Landlord), except for relocation or other benefits that are payable to Tenant by the condemning authority but that do not reduce the award or proceeds payable to Landlord. The termination of this lease will not affect Landlord's right to this award.

9. Default

9.1. Events of Default by Landlord. Defaults by Landlord are failing to comply with any provision of this lease within 30 days after written notice and failing to provide Essential Services or Utilities to Tenant within 10 days after written notice.

9.2. Default by Landlord and Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service or Utilities for 30 days after default, terminate this lease. Tenant may not exercise any remedies for Landlord's default under this lease until the Landlord has received written notice of the default and a reasonable time for curing such default has elapsed. If there is a mortgage, deed of trust, or other lien (collectively "**Deed of Trust**") covering Landlord's interest in the Premises, Tenant may not exercise any remedies for Landlord's default under this lease until Lienholder has received written notice of the default and a reasonable time for curing such default has elapsed.

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9.3. Events of Default by Tenant. Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning the Premises or vacating a substantial portion of the Premises; (c) failing to comply within 10 days after written notice with any provision of this lease other than the defaults set forth in (a) and (b); (d) Tenant (or a guarantor of Tenant's obligations under this lease) becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (e) Tenant (or a guarantor of Tenant's obligations under this lease) files a petition under any law relating to bankruptcy; (f) a petition is filed against Tenant (or a guarantor of Tenant's obligations under this lease) relating to bankruptcy unless it is dismissed within 60 days after the petition is filed; (g) a receiver or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this lease; (h) Tenant's leasehold estate being taken in execution, by writ, or by other process in any action against Tenant; or (i) the liquidation, termination, dissolution, forfeiture of right to do business, or death of Tenant (or a guarantor of Tenant's obligations under this lease). For these purposes, the absence of Tenant from or the failure by Tenant to conduct business on the Premises for a period in excess of 14 consecutive days constitutes abandonment.

9.4. Default by Tenant and Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet and to pay any difference between what Landlord would have received from Tenant as Rent under this lease and what Landlord is actually receiving from the new tenant under the reletting; (c) perform Tenant's obligations, including entering the Premises to perform such obligations; (d) terminate this lease by written notice and sue for damages; (e) and increase the amount of the Security Deposit; (f) withhold or suspend any payment that this lease would otherwise require Landlord to make; (g) withhold or suspend any action Landlord would otherwise be required to undertake under this lease unless prohibited by law; and (h) exercise any other remedy available under this lease, at law, or in equity. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages. The amount owed by Tenant to Landlord due to Tenant's default under the lease includes, the expenses of repossession and the costs of repairs or remodeling undertaken by Landlord following repossession. Tenant agrees that this section will override and control any conflicting provisions of Sections 93.002 and 93.003 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of a commercial tenant.

9.5. Default; Waiver; and Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. A waiver by a party of any breach of any of the terms, covenants or conditions of this lease is not a waiver of any subsequent breach. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this lease. Landlord's pursuing any remedies provided in this lease will not waive or forfeit any Rent due under this lease. Landlord and Tenant have a duty to mitigate damages. However, Landlord will have no duty to mitigate if Tenant does not leave the vacated Premises and any improvements in the same condition as they were in when Landlord delivered them to Tenant, normal wear excepted. In lieu of any other obligation to mitigate damages arising from Tenant's failure to pay Rent or Tenant's abandonment of the Premises in breach of this lease, Landlord, beginning not more than 60 days after Tenant physically vacates the Premises and continuing until the Premises have been relet, will market the Premises for lease, and Tenant will remain liable for all Rent, except to the extent that Tenant pleads and proves by clear and convincing evidence that Landlord did not do these things and that Landlord's failure caused an avoidable and quantifiable increase in Landlord's damages for unpaid Rent.

10. Subordination and Attornment

10.1. Subordination of Security Interest. Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

10.2. Subordination to Mortgages. This lease is subject and subordinate to any Deed of Trust presently existing or, in the future, to be placed on the Premises or on any part of the real property on which the Center is located. On written request of a Lienholder or Landlord, Tenant must execute all documents evidencing subordination that such Lienholder or Landlord may reasonably request. Tenant grants to Landlord an irrevocable power of attorney to execute any document evidencing subordination that any Lienholder may reasonably request.

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10.2 Attornment. If any Lienholder or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of Landlord under this lease, then upon their request, Tenant will attorn to such Lienholder, successor, assignee or purchaser as Tenant's landlord under this lease. Tenant will, within 10 days following request by such Lienholder, successor or assignee, sign, acknowledge and deliver any instrument that such Lienholder, successor, assignee, or purchaser reasonably requests to evidence the attornment. If any Lienholder requires any modifications of this lease, then, provided such modifications do not increase Tenant's obligations or liabilities under this lease or otherwise materially and adversely affect Tenant's rights or obligations, Tenant will, within 10 days following Tenant's receipt of a request, sign, acknowledge and deliver to Landlord a lease amendment prepared by Landlord that evidences the required modifications.

11. Limitation on Warranties, No Representations and Tenant Investigation

11.1. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

11.2. No Representations. Tenant acknowledges that except for any express warranties and representations expressly set out in this lease, Tenant is not relying on any written, oral, implied, or other representations, statements, or warranties by Landlord or any Agent of Landlord or any real estate broker. All previous written, oral, implied, or other statements, representations, warranties, or agreements, if any, concerning the Premises and this lease, are merged herein. Except as expressly set forth in this lease, Landlord will not have any liability to Tenant, and Tenant hereby releases Landlord from any liability (including, without limitation, contractual and/or statutory actions for contribution or indemnity), for, concerning, or regarding: (a) the nature and condition of the Premises, including, without limitation, the suitability thereof for any particular activity or use; (b) any improvements or substances located thereon; or (c) the compliance of the Premises with any laws, rules, ordinances, or regulations of any government or other body. Except as expressly provided in section of this lease. Tenant affirms that Tenant: (a) is knowledgeable in commercial real estate matters, specifically including property similar to the Premises; (b) has investigated and inspected the Premises and the Center and is familiar and satisfied with the physical condition of the Premises and Center; (c) has consulted (or had the opportunity to do so) with competent professionals before determining whether to proceed with this lease; and (f) has made its own determination as to the merchantability, quantity, quality, and condition of the Premises, including, without limitation, the possible presence of toxic or hazardous substances or waste or other environmental contamination and the suitability or fitness of the Premises, for any particular purpose or use. Tenant hereby accepts the Premises in its present condition (including, without limitation, environmental conditions) on an "AS IS," "WHERE IS," and WITH ALL FAULTS" basis with all latent and patent faults and defects. Tenant further acknowledges that without this acceptance, this lease would not be made and that Landlord will not under any circumstances have any obligation whatsoever to undertake any repair, alteration, remediation, or other work of any kind with respect to any portion of the Premises, except as set forth in this lease. Tenant's obligation to pay Rent is not dependent upon the condition of the Premises.

12. General Provisions

12.1 Application of Rent. Landlord may apply all payments of Rent to Base Rent, Operating Expenses Charge, Taxes and Insurance Charge, or any other amounts due Landlord under this lease, in such amounts and in such order as Landlord may determine in its sole discretion.

12.2. Alterations and Trade Fixtures.

12.2.1. Any physical additions or improvements to the Premises made by Tenant (other than unattached, movable trade fixtures) will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

12.2.2. Tenant may install unattached, movable trade fixtures without drilling, cutting, or otherwise defacing the Premises, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this lease terminates, if Tenant is not in default at that time and the fixtures can be

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removed without structural damage to the Premises. Before this lease terminates, Tenant must repair any damage caused by removing any fixtures.

12.2.3. Tenant is responsible for making any alterations, additions, or improvements to the Premises that are mandated by governmental requirements ("**Government Required Alterations**"). The allocation of responsibility to Tenant for compliance with accessibility legal requirements with respect to the Premises is a material inducement for the parties to enter this lease.

12.2.4. Landlord will reimburse Tenant for all reasonable out-of-pocket costs incurred by Tenant in making the Government Required Alterations within 30 days after Tenant submits a written demand along with supporting documentation. The cost of these Government Required Alterations for which Tenant has received reimbursement from Landlord will be amortized over their useful life as determined by Landlord, together with interest on the unamortized balance at the rate of 7 percent per year and will be paid monthly by Tenant to Landlord as additional Rent.

12.2.5. Before undertaking the Government Required Alterations, Tenant must deliver to Landlord a detailed cost breakdown of the Government Required Alterations. This cost breakdown is subject to Landlord's reasonable approval. Tenant must use reasonable efforts to minimize the cost of the Government Required Alterations by coordinating them with Tenant's undertaking of other alterations and improvements on the Premises or Center. Unless Landlord otherwise agrees, Tenant must seek competitive bidding for all significant components of any Government Required Alterations.

12.3. Work by Tenant. All construction, finish out, repair, replacement, and maintenance work done by Tenant within the Premises must be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Center.

12.4. Interruptions in Service. Landlord is not liable for any interruption of utility services not furnished by Landlord. For utility services furnished by Landlord, if any, Landlord is not liable for interruptions in utility services due to the events described in *Section 12.18*. Landlord is not liable for interruptions caused by the need to make alterations, repairs, or improvements in the Premises or Center.

12.5. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

12.6. Liability. TO THE EXTENT PERMITTED BY LAW, LANDLORD IS NOT RESPONSIBLE TO TENANT OR TENANT'S AGENTS, PATRONS, GUESTS, OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) AN ACT, OMISSION, OR NEGLECT OF TENANT, TENANT'S AGENTS, TENANT'S INVITEES, OR ANY OTHER TENANT IN THE PREMISES, COMMON AREA, OR CENTER; OR (B) FIRE, FLOOD, WATER LEAKS, ICE, SNOW. HAIL. WINDS, EXPLOSION, SMOKE, RIOT. STRIKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, ENVIRONMENTAL CONTAMINANTS, OR OTHER OCCURRENCES OR CASUALTY LOSSES.

12.7. Personal Property Taxes. Tenant is liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. Tenant must pay to Landlord, on demand, the amount of taxes for which Tenant is primarily liable if:

12.7.1. Any such taxes are levied against Landlord or Landlord's property and such taxes are paid by Landlord.

12.7.2. The assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase.

12.8. Security Interest. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises (the "**Collateral**"). This lease is a security agreement under the Uniform Commercial Code.

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Landlord may file financing statements or continuation statements to perfect or continue the perfection of its security interest. This consensual lien is in addition to Landlord's statutory lien. The Collateral may not be removed from the Premises without the consent of Landlord until all Rent due to Landlord under this lease have been paid. If there is a Tenant default under this lease, Landlord may, in addition to any other remedies provided in this lease or by law, enter the Premises and take possession of the Collateral, without liability for trespass or conversion. Having taken possession of the Collateral, Landlord must sell the Collateral following the procedures set forth either for (a) foreclosure of security interests in personal property under Chapter 9 of the Texas Business and Commerce Code; or (b) foreclosure of Landlord's statutory lien as set forth in Texas Property Code Section 54.021 et seq. Tenant warrants and represents that the Collateral has not been purchased or used for personal, family, or household purposes.

12.9. Limitations of Landlord's Liability. Landlord's liability for any act or omission or for breach of any obligation under this lease will be recoverable exclusively from the proceeds of a judicial sale conducted after execution and levy against Landlord's interest in the Premises, the proceeds of any insurance policy (subject to all waivers of claims and rights of subrogation in this lease, and the proceeds of any sale, exchange, or transfer of Landlord's interest in the Premises (subject to existing liens); and Tenant waives: (a) all other rights of recovery against Landlord and its other assets; and (b) all claims against any Landlord for special, punitive, exemplary, consequential or similar damages (including, without limitation, lost profits and business interruption) allegedly suffered by any Tenant as a result of Landlord's breach of this lease. Landlord will not have personal liability under this lease or be personally liable for any judgment or deficiency for any breach of this lease.

12.10. Security Deposit. Landlord will hold the Security Deposit without interest. Landlord may commingle the Security Deposit with Landlord's other funds. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default. This deposit is not an advance payment of Rent or a measure of Landlord's damages in the event of default by Tenant. On the occurrence of any event of default by Tenant, Landlord may, without prejudice to any other remedy provided by this lease or by law, appropriate and apply all or as much of the deposit as is necessary to remedy the default or to repair the damage. If Landlord applies all or any portion of the Security Deposit for a purpose authorized by this section, Tenant must restore the Security Deposit to its original amount (or increased amount pursuant to *Section 9.4(e)*) within 10 days of demand. If Tenant is not in default, and no condition exists, which, with the passage of time or notice or both, would be a Tenant default when this lease expires or terminates, Landlord will return any unused portion of the Security Deposit to Tenant within 60 days after the last to occur of: (a) the Termination Date; (b) payment of all Rent; (c) Tenant's surrender of the Premises in accordance with this lease; and (d) Landlord's receipt of Tenant's forwarding address.

12.11. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. All terms of this lease are fully applicable to the at will tenancy insofar as consistent, in principle, with an at will tenancy, except that Tenant must pay 150% percent of the Base Rent, calculated on a daily basis and immediately due and payable daily without notice or demand. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

12.12. Interest on Obligations. The payment of any sum due to Landlord under this lease is due promptly, as provided for in this lease. Any payment that is not paid promptly bears interest from its due date until paid at the lesser of (a) 10% per year; or (b) then-maximum legal rate of interest.

12.13. Attorney's Fees. Tenant must pay Landlord's reasonable attorney's fees if, after a Tenant default, Landlord employs an attorney to enforce or defend Landlord's rights or remedies.

12.14. Venue and Governing Law. Except where mandated elsewhere by law, exclusive venue is in the county in which the Premises are located. This lease will be governed by and construed in accordance with, and any matter arising out of this lease will be governed by, the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

12.15. Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS LEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY.

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12.16. DTPA Waiver. After consulting with an attorney of Tenant's own selection, TENANT TO THE FULL EXTENT ALLOWED BY LAW, VOLUNTARILY WAIVES TENANT'S RIGHTS AGAINST LANDLORD PARTIES UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.

12.17. Consent. Anywhere Landlord's consent is required, such consent must be in writing, and may be granted, withheld, delayed, or conditioned at Landlord's sole discretion. Landlord's consent is applicable to only the specific transaction for which it is given. Landlord's consent actions as to a specific transaction do not waive Landlord's consent rights with respect to any other transaction.

12.18. Force Majeure. Unless otherwise provided in this lease, any party is excused from a delay in performance under this lease caused by the act of any public enemy, war, war defense condition, act of God, the elements, strike, walkout, or other causes beyond the party's reasonable control. However, each party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

12.19. Assignment of Lease By Landlord. Landlord may assign any or all of its interest under this lease. If Landlord transfers or assigns its interest in this lease or the Premises, Landlord is released from any further obligations under this lease. In such case, Tenant agrees to look solely to such successor in interest of Landlord for performance of Landlord's obligations. The Security Deposit may be assigned and transferred by Landlord to such successor in interest, and Landlord is discharged of any further obligation with respect to the Security Deposit.

12.20. Landlord-Tenant Relationship. This lease establishes a landlord-tenant relationship between the parties. It does not create any other type of relationship between them, such as one of agency, partnership, or joint venture.

12.21. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term without any obligation to account for such property. If Tenant fails to remove Tenant's property, Tenant will pay Landlord on demand all costs incurred in removing, storing, selling, destroying, or disposing of Tenant's property. Tenant will be responsible for repairing any damage to the Premises resulting from the removal of any property of Tenant.

12.22. No Broker for Tenant. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this lease other than Landlord's broker, if any.

12.23. Advertisement of Premises. During the last 90 days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale.

12.24. Waiver of Property Tax Protest Rights. TENANT WAIVES ALL RIGHTS TO PROTEST THE APPRAISED VALUE OF THE PREMISES OR TO APPEAL THE SAME AND ALL RIGHTS TO RECEIVE NOTICES OF REAPPRAISAL AS SET FORTH IN SECTIONS 41.413 AND 42.015 OF THE TEXAS TAX CODE.

12.25. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to such rules and regulations that Landlord may prescribe.

12.26. Surrender of Premises. No act done by Landlord or its agents during the lease term will be considered an acceptance of a surrender of the Premises. No agreement to accept a surrender of the Premises is valid unless in writing and signed by Landlord.

13. Miscellaneous

13.1. Construction of Lease. The invalidity or unenforceability of any provision of this lease will not affect or impair any other provision. If any provision of this lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision will have the meaning which renders it valid.

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13.2. No Presumption from Drafting. This lease has been negotiated at arm's-length. All parties have had the opportunity to draft, review, and/or edit the language of this lease. No presumption for or against any party arising out of drafting all or any part of this lease will be applied in interpreting this lease. In particular, any rule of law, legal decisions, or common law principles of similar effect that would require interpretation of any ambiguities in this lease against the party that has drafted it, are expressly waived.

13.3. Entire Agreement. This lease is the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. This lease supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any Agent of Landlord, that are not in this lease.

13.4. Authority of Landlord's Agents. Landlord's agents do not and will not have authority to (a) make exceptions, changes or amendments to this lease or factual representations not expressly contained in this lease, (b) waive any right, requirement, or provision of this lease, or (c) release Tenant from all or part of this lease, unless such action is in writing and executed by Landlord.

13.5. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

13.6. Successors. The terms, provisions, and covenants of this lease apply to, inure to the benefit of, and are binding on the parties and their respective heirs, successors in interest, legal representatives, and permitted assigns.

13.7. Joint and Several Liability. All Tenants and any guarantors of this lease are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, or its termination is binding on all Tenants.

13.8. Time of the Essence. Time is expressly declared to be of the essence in this lease.

13.9. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, e-mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13.10. Captions. The captions and numbers of the sections of this lease are for convenience only and are not intended to reflect in any way on the substance or interpretation of this lease.

13.11. Gender, Number. Whenever the sense of this lease requires it, the use of (a) singular number is deemed to include the plural, and (b) any gender reference includes all genders.

13.12. Counterparts, Effect of Facsimile, Emailed and Photocopied Signatures. This lease and any signed agreement or instrument entered into in connection with this lease, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (including email) or as an electronic download (any such delivery, an "**Electronic Delivery**") will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party, each other party will re-execute the original form of this lease and deliver such form to all other parties. No party will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

13.13. Authority. Each party that is an entity represents and warrants to the other party that the person signing this lease is duly authorized to execute this lease on behalf of the entity for which he or she is signing without further

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action or consent, and upon such execution, said entity will be bound by the terms and provisions hereof.

13.14. Riders and Exhibits. The following riders and exhibits are attached and incorporated by reference and constitute parts of this lease:

Rent Schedule
Extension Option Rider
Tenant Improvement Rider to Lease
Exhibit A - Site Plan for Center
Exhibit B – Tenant Improvement Construction Specification for Landlord
Exhibit C - Tenant's Acceptance Letter

DocuSigned by:
Tiffany Marin
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9/6/2024

Tiffany Marin, Manager

, Manager

Docusign Envelope ID: FB54A2A5-81EB-41D4-9847-C7C08FEAA4E6

Rent Schedule

Month	Month - Year	Price per sqft	NNN	Base Rent	Monthly Rent
1	10/01/2024	$27.00	$350	Abated	$350
3	12/01/2024	$27.00	$350	$1969.00	$2319.00
13	10/01/2025	$27.81	$350	$2048.00	$2398.00
25	10/01/2026	$28.64	$350	$2129.00	$2479.00
37	10/01/2027	$30.37	$350	$2215.00	$2565.00
38	11/1/2027	$30.37	$350	$2215.00	$2565.00

DocuSigned by:
Tiffany Marin
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9/6/2024

Tiffany Marin, Manager

, Manager

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Extension Option Rider

Landlord grants Tenant an option to extend the Term for an additional 36 months from the Termination Date (the "**Additional Term**").

Tenant's rights under this option terminate if (1) the lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns its interest in the lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise the option, or (4) default exists at the time Tenant seeks to exercise the option.

Landlord and Tenant agree to the following:

1. During the Additional Term the lease will continue as written, except that the monthly Base Rent will be renegotiated at a price per square foot equal to the current market value assessed within a three-mile radius of the leased premise.

2. The option to extend for the Additional Term must be exercised by written notice delivered to Landlord ninety days before the Termination Date.

3. Minimum rent during the renewal Lease Term shall continue the three percent (3%) annual increases.

DocuSigned by:
Tiffany Marin
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9/6/2024

Tiffany Marin, Manager

, Manager

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Tenant Improvements Rider to Lease

Terms and Definitions

General Description of Work: All finish out of the Premises, including installation of trade fixtures and furnishings, required to make the Premises suitable for Tenant's occupancy and operation of Tenant's business.

Contractor: TBD

Contractor's Address: TBD

Contractor's Insurance:

Death/bodily injury:

Property/Builder's risk:

Agreements

A. **Preparation of Plans**. Within 30 days from the Effective Date of this lease, Tenant will prepare and submit to Landlord the plans, specifications, and other material required for completing performance of the Work (the "Plans"). Landlord will have 20 days from the date of submittal to approve the Plans or to indicate any objections to the Plans. If Landlord has objections to the Plans, it will communicate them to Tenant within that time. This process will be repeated until the Plans are approved by both Landlord and Tenant. The cost of preparation of the Plans will be borne by Tenant. Landlord's review of the Plans is solely for Landlord's convenience, and Landlord's approval of the Plan will not constitute evidence of compliance of such Plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises.

B. **Performance of Work.** Tenant will be responsible for retaining Contractor to perform the Work. Contractor will obtain all required permits for the Work. After approval of the Plans, Contractor will be instructed to perform the Work in accordance with the approved Plans and all applicable laws. The cost of performance of the Work will be borne as follows: Tenant will pay the cost.

C. Schedules.

1. The deadline for Landlord's final approval of the Plans is 60 days from the Effective Date of this Agreement. If the Plans are not approved by Landlord by that date, either party may terminate this lease by notifying the other before Landlord's approval of the Plans.

2. Tenant will obtain all necessary permits and complete the Work by 150 days from the date Landlord approves the Plans (the "Tenant Improvements Completion Date"). If the Work takes longer to perform and the delay is Tenant's fault, the Commencement Date will be as stated in the lease and Tenant must begin paying Rent on the Commencement Date notwithstanding that the Work is not finished. If the delay is Landlord's fault, the Commencement Date will be extended by the number of days of delay. As provided in paragraph B, Tenant is responsible for retaining Contractor; accordingly, any delay in performance of the Work that is Contractor's fault will be attributable to Tenant.

D. **Changes in Work**. Any changes in the Plans or the Work after initial approval of the Plans will require approval of Landlord and Tenant. As part of such approval, the parties must agree on any required changes to the construction schedule and who will bear any increase in cost.

E. **Contractor's Insurance**. Contractor must maintain insurance reasonably satisfactory to Landlord in the amounts specified in the terms and definitions.

DocuSigned by:
Tiffany Marin 9/6/2024
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Tiffany Marin, Manager

_____

, Manager

Docusign Envelope ID: FB54A2A5-81EB-41D4-9847-C7C08FEAA4E6

Exhibit A - Site Plan for Center

Attach

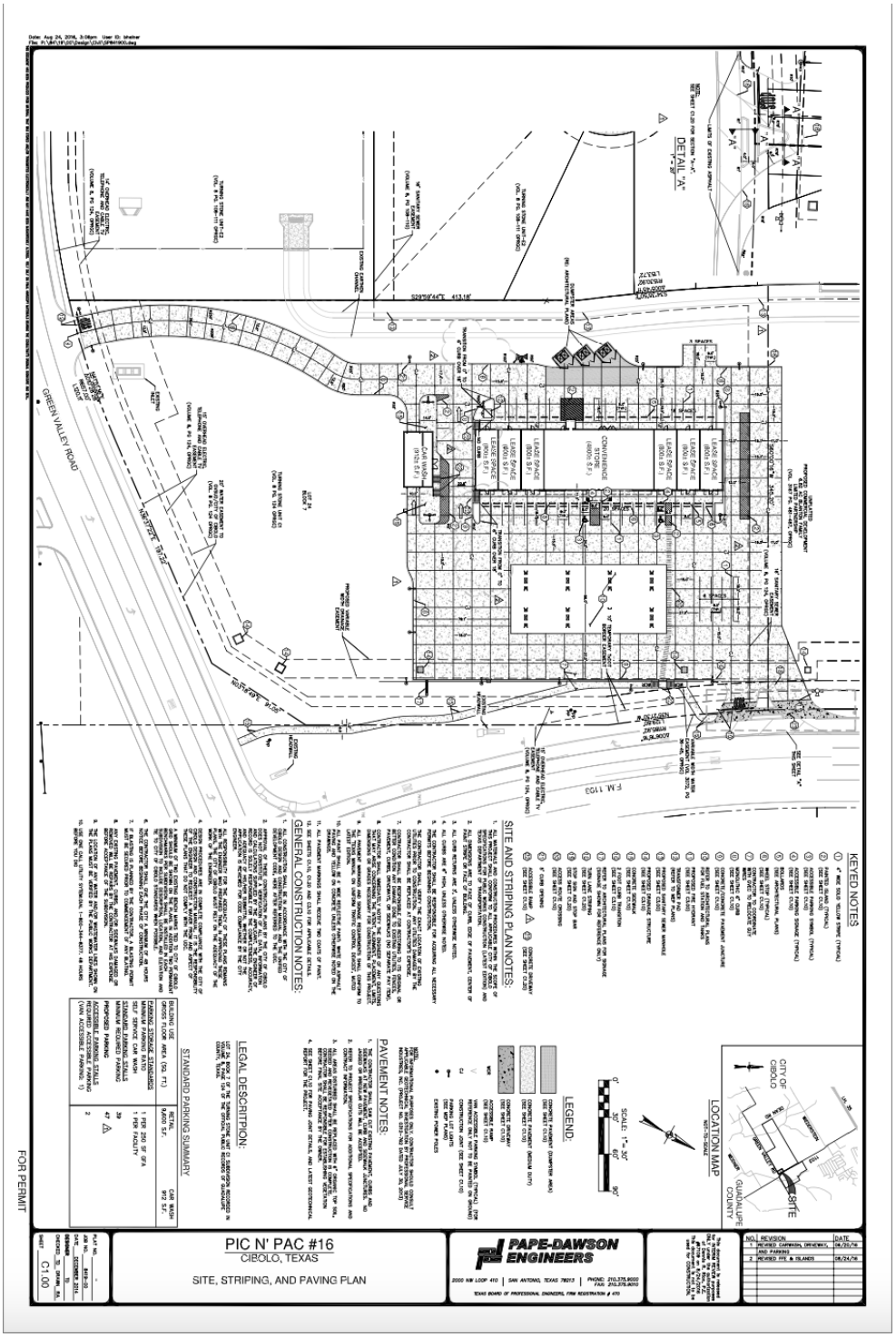

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Exhibit B - Tenant Improvements Construction Specifications for Landlord

Landlord and Tenant Initial Applicable Line:

~~_____ Cold Dark Shell. Landlord will provide the building shell, including all foundation and structural work, the roof and all concrete exterior walls, and interior slab flooring. In addition, Landlord will make available water, sewer, and other utility lines to the Premises. Tenant is responsible for all other Premises improvement, including but not limited to installing Tenant's own floor covering, Tenant's HVAC system, fire alarm system, for connecting its plumbing, electricity, and other utilities to Tenant's fixtures, and the balance of Tenant's Work. Tenant will reimburse Landlord for sewer connection fees to the extent prepaid by Landlord. Tenant will pay all required impact, utility fees, and utility meters for the Premises.~~

_____ Second Generation White Box. Landlord will provide the building shell, including all foundation and structural work, the roof and all concrete exterior walls, and interior slab flooring. In addition, Landlord will make available water, sewer, and other utility lines to the Premises. Landlord will prepare the interior finish (unpainted) of existing exterior walls and insulation. Landlord will install the HVAC units which will be ducted through the roof. Landlord will provide electrical panels. Landlord will install the ceiling (open ceiling).

_____ Tenant is responsible for all other Premises improvement, including but not limited to installing Tenant's own floor covering, Tenant's additional HVAC system, fire alarm system, for connecting its plumbing, electricity, and other utilities to Tenant's fixtures, and the balance of Tenant's Work. Tenant will reimburse Landlord for sewer connection fees to the extent prepaid by Landlord. Tenant will pay all required impact, utility fees, and utility meters for the Premises.

DS 9/6/2024
TM
_____ Other: Landlord shall deliver the Premises to Tenant with: 1) replacement of missing ceiling lights and lavatory sink and 2) reconstructed devising wall between Suite 137 and Suite 141.

_____

_____

_____

_____

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Exhibit C - Tenant's Acceptance Letter

Date:

Lease

Effective Date: 1 October 2024

Landlord: Wuest Investments, LLC

Tenant: Top Tier Hair and Beauty Supply, LLC

Premises Address: 2451 FM-1003, Suite ~~137~~ 141 Cibolo, TX 78101 Tenant acknowledges that -

1. Tenant has taken possession of the Premises as of **TBD**.

2. Tenant has inspected the Premises.

3. The Premises are satisfactory to Tenant in the present condition and for the purpose for which they were leased.

4. Tenant has ratified the Lease.

5. Landlord has completed all improvements required by the terms of the Lease to the satisfaction of Tenant.

Tiffany Marin, Manager

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Guaranty

Effective Date: As of the Effective Date of the Lease

Lease

Effective Date: October 1, 2024
Landlord: Wuest Investments LLC
Tenant: Top Tier Hair and Beauty Supply, LLC DS TM
Premises Address: 2451 FM 1103, Suite ~~137~~ 141
Cibolo, Texas 78108

Guarantor: Tiffany Marin

Guarantor's Mailing Address: 944 Foxbrook Way Cibolo, TX 78108

To induce Landlord to enter into the Lease and for other consideration, Guarantor agrees that -

1. Guarantor guarantees the performance of Tenant's obligations under the Lease.
2. This is a primary, irrevocable, and unconditional guaranty of payment and performance and not of collection and is independent of Tenant's obligations under the Lease.
3. Guarantor will make all payments to Landlord at Landlord's address set forth in the Lease.
4. This guaranty will remain in effect regardless of any modification or extension of the Lease.
5. Guarantor's obligations will not be diminished by any compromise or release agreed on by Tenant and Landlord or by the discharge, limitation, or modification of Tenant's obligations in any bankruptcy or other debtor relief proceeding.
6. If there is more than one guarantor, the obligations of each guarantor will be joint and several.
7. Texas law applies to the guaranty.

Guarantor waives Guarantor's rights -

1. To notices of acceptance, modification, extension, and default and any other notice.
2. To claim any defense arising out of lack of diligence; any failure to pursue Tenant; loss or impairment of any right of subrogation or reimbursement; release of any other guarantor or collateral; death, insolvency, or lack of corporate authority of Tenant; and waiver, release, or election, based on Landlord's or Tenant's rights and obligations under the Lease and the enforcement of its terms.
3. Under chapter 43 of the Texas Civil Practice and Remedies Code.

The prevailing party in any dispute arising out of this guaranty will be entitled to recover reasonable attorney's fees.

DocuSigned by:
Tiffany Marin 9/6/2024
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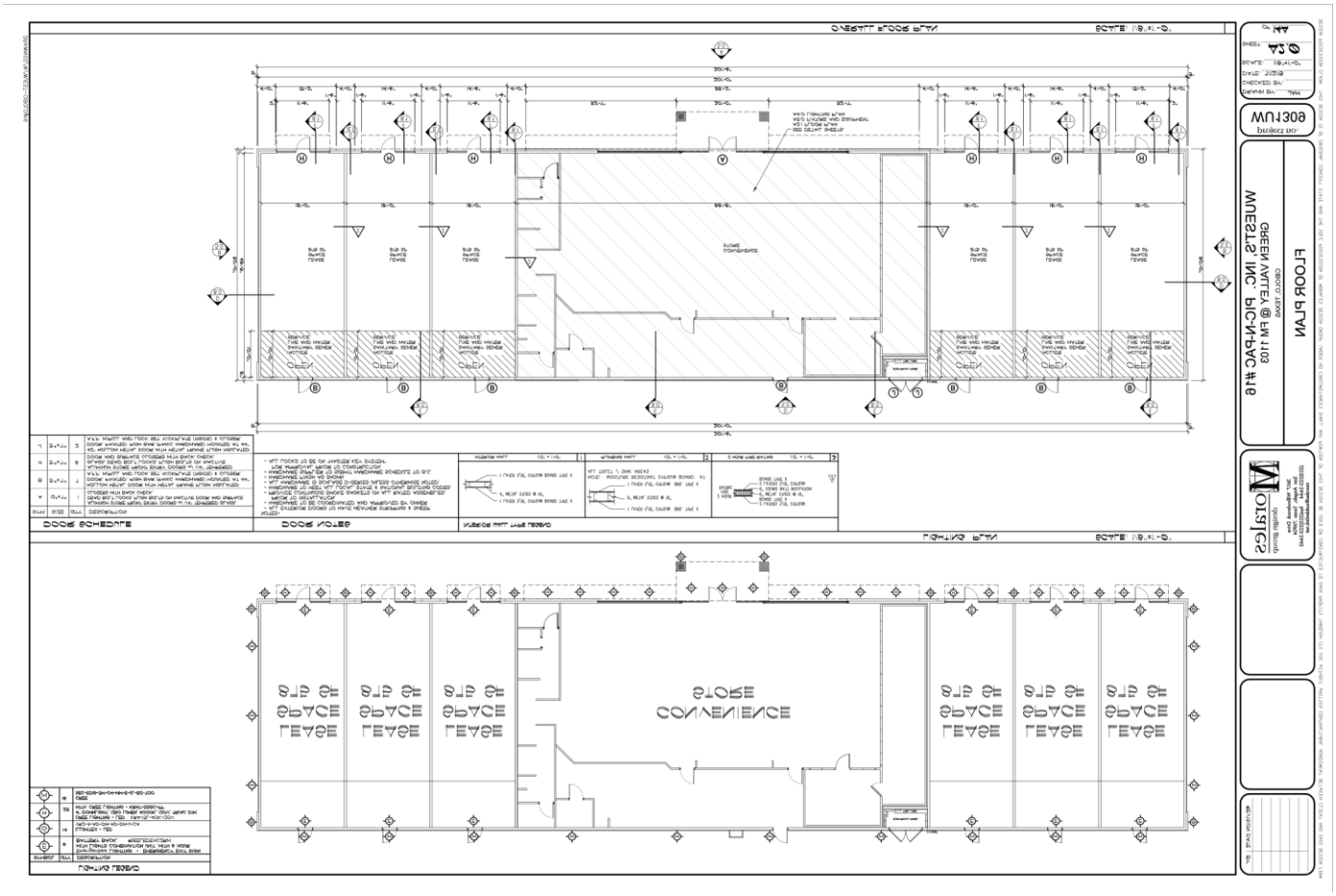
Tiffany Marin, Manager

Docusign Envelope ID: FB54A2A5-81EB-41D4-9847-C7C08FEAA4E6

Exhibit D - Tenant's Suites Floor Plan



CONVENIENCE STORES

9318 FM 725
McQueeney, Texas 78123
Phone: (830) 379-3442
Fax: (830) 379-2407

Wuest Investments LLC
9318 FM 725
McQueeney, Texas 78123
830-660-2944
pwuest@pic-n-pac.com

September 26, 2025
City of Cibolo-Economic Development
201 W Lopp 539
Cibolo, TX 78108

To Whom It May Concern,

This letter serves as confirmation that Wuest Investments LLC, owner and landlord of the property located at 2451 FM 1103 STE.141, Cibolo, TX 78108, grants authorization to our tenant, Tiffany Marin, Owner of Top Tier Hair & Beauty Supply, to apply for the City of Cibolo EDGE Grant.

Tiffany Marin operates its business at the property under a valid lease agreement. We understand that this grant requires the landlord's consent for the tenant to apply for funding related to business improvements or operations at this location.

We fully support Top Tier Hair & Beauty Supply's application and their continued business operations at our property.

Should you require any further information or have any questions, please do not hesitate to contact me.

Sincerely,

Phil Wuest, its President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Roger Olivo
South Texas Pro Builders
14471 Herring Rd
Atascosa, TX 78002

COVERAGES **CERTIFICATE NUMBER:** 4876619 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		NXTOSJZURC-01-GL	06/28/2022	06/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTOSJZURC-01-GL	06/28/2022	06/28/2023	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
City of San Antonio
1901 S Alamo St
San Antonio, TX 78204

LIVE CERTIFICATE
Click or scan to view

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Tiffany Marin

2 Business name/disregarded entity name, if different from above.

Top Tier Hair & Beauty Supply LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2451 FM 1103 STE.141

Requester's name and address (optional)

6 City, state, and ZIP code

Cibolo TX 78108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

9 3 – 2 2 8 2 1 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Tiffany Marin | **Date** 9/25/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TOP TIER HAIR & BEAUTY SUPPLY

NURTURING YOUR CROWN

141

oilyskin
Oil Control Kit
Natural Outcome
PRE-STRETCHED
EZBRAID
EZCROCHET
The Chamber (Schertz-Cibolo-Selma Area)
BylissPRO

EXIT

Kevin O'Donnell
Fully Promoted Schertz TX
17361 Bell North Dr.
Ste. 105
Schertz
TX
78154
T: (210) 655-6300
E: schertz1@signarama-schertz.com

Tiffany Marin(TO005)
Top Tier Hair & Beauty Supply
2451
Ste. 141
Cibolo, TX 78108
T: 210-296-1455
E: timarin@toptierhairbeautysupply.com

Project #9093 - Invoice 302390
Window Decals
Your Reference:
Date Invoiced: 01/14/2025
Date Due: 01/14/2025

Invoice

Code	Description	Details	Quantity	Price	Total
	Window Vinyl - White - 26" w x 26" h - Logo with Information - White Vinyl, Die-cut, Masked		1	$40.00	$40.00
	Removal - Remove existing vinyl - Clean and prep window		1	$15.00	$15.00
	Installation and Travel to Site		1	$45.00	$45.00
	Setup Charge - Art and Equipment - To include Digital Proofs e-mailed to client		1	$17.50	$17.50

Shipping Address

On Premise Sale

Subtotal:	**$117.50**
Sales Tax:	**$9.69**
Total Order:	**$127.19**
Deposit Taken:	**$127.19**
Balance Due:	**$0.00**

Terms & Conditions

NOTE Standard Terms & Conditions Apply

Each location is independently owned and operated

South Texas Pro-Builders

Roger Olivo
Atascosa, Tx
78002
210.727.9327
sotxprobuilders@gmail.com

CONTRACT/INVOICE
INV0286

DATE
Nov 29, 2024

BALANCE DUE
USD $0.00

BILL TO

Tiffany Marin

2451 FM 1103 suite 141
Cibolo, Texas 78108
210-296-1455
timarin@toptierhairbeautysupply.com

DESCRIPTION	RATE	QTY	DISCOUNT	AMOUNT
Suite 141 Salon Remodel Fix drop down ceiling and add new metal grid and panels where needed Install free floating floor in front main room (customer supplied flooring) Add baseboards in front room over new flooring thats installed Build and frame a door opening 36in in hallway Sheetrock,tape,float,and texture and paint Build and frame door opening 32in utility and or storage room in other back hallway Sheetrock,tape,float,and texture and paint Fix Sheetrock work in front room add metal corner beads tape,float,and texture and paint Customer will Supply paint Permits not included in invoice Payment schedule $2200 deposit start, $2200 midway of project, $2300 at completion of project at each point and invoice will be sent to reflect payment made Payments through Zelle,Cash App, check made to Roger Olivo or cash	$7,600.00	1	-$900.00	$6,700.00

Add on work Paint all areas that were grey in back rooms and hall way and office one wall another color Paint restroom another color Paint baseboards black Paint 3 doors black (actually did 5 doors) Build register desk Hang 2-4x8 panels board Install shelves in small wig room area	$900.00	1	$900.00
Add on Install 2 4x8 wood panels on wall Install 2 new digital locks make holes in door and make hole on door frame for lock 2- digital locks $60 each Kwikset Smartcode 270 model Paint metal door interior side with oil base paint Install 3 GFCI plugs in wash area and delete 3 plugs and cap Electrician call out to fix power on front wall for exit light fixture and plug	$755.00	1	$755.00

Payment Info

PAYMENT INSTRUCTIONS

Zelle transfers available using 210-727-9327

BY CHECK

Payable to: Roger Olivo

TOTAL	$8,355.00
Payment Check	-$2,500.00 Dec 2, 2024
Payment Check	-$2,200.00 Dec 16, 2024
Payment Bank Transfer	-$1,200.00 Jan 10, 2025
Payment Bank Transfer	-$800.00 Feb 12, 2025
Payment Cash	-$600.00 Feb 26, 2025
Payment Bank Transfer	-$1,055.00 Mar 2, 2025
BALANCE DUE	**USD $0.00**

Tiffany Marin (TO005)
Top Tier Hair & Beauty Supply (TO005)
2451
Ste. 141
Cibolo, TX 78108
T: 210-296-1455
E: timarin@toptierhairbeautysupply.com

Fully Promoted Schertz TX
17361 Bell North Dr.
Ste. 105
Schertz
TX
78154
T: (210) 655-6300

Invoice

Project #9195 - Invoice 302529
Inside Store Graphics
Your Reference:
Date Invoiced: 03/06/2025
Date Due: 03/06/2025

Code	Description	Details	Quantity	Price	Total
	Vinyl Decal - 15" h x 44" w - Top Tier Logo - Digital Print with UV Laminate - Die Cut - Masked		1	$45.00	$45.00
	1/4" Clear Acrylic - Custom Cut - 24" h x 70" w - Black Gloss Vinyl - 22" h x 67" w - Hardware: Wall Anchors and Screws		1	$375.00	$375.00
	Installation - Vinyl on Front Counter - Sign on Wall		1	$125.00	$125.00

Shipping Address

On Premise Sale

Subtotal:	**$545.00**
Sales Tax:	**$44.96**
Total Order:	**$589.96**
Deposit Taken:	**$589.96**
Balance Due:	**$0.00**

Terms & Conditions

NOTE Standard Terms & Conditions Apply

Each location is independently owned and operated

ULINE

1-800-295-5510
uline.com
PO Box 88741 • Chicago, IL 60680-1741

DUPLICATE
INVOICE

ULINE FED ID#: 36-3684738

INVOICE #: 189022487

ORDER #: 28098817

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2024

SOLD TO: TOP TIER HAIR & BEAUTY SUPPLY
2451 FM 1103 STE 141
CIBOLO TX 78108-1967

SHIP TO: TOP TIER HAIR & BEAUTY SUPPLY
2451 FM 1103 STE 141
CIBOLO TX 78108-1967

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
30085300	TIFFANY	LYKES CARTA	02/11/25	02/11/25	NET 30 DAYS	02/11/25

QTY ORDERED	U/M	BACK ORDERED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	PK		H-4774BL	SLATWALL PANELS - 4 X 8', BLACK MELAMINE	295.00	295.00
5	CT		S-19199BL	PEG HOOKS FOR SLATWALL - 6", BLACK	13.00	65.00
1	EA		S-25473BL	THERMOS® FOOD JAR - 16 OZ THIS ITEM AT NO CHARGE	.00	.00

ORDER PLACED BY: TIFFANY MARIN
INTERNET PRO #: 0001244175

SUB-TOTAL	SALES TAX	SHIPPING/HANDLING	AMOUNT DUE
360.00	36.02	76.59	$ 472.61

PLEASE PAY FROM THIS INVOICE REFER TO THIS INVOICE NUMBER WHEN CONTACTING US REGARDING THIS TRANSACTION

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
TOP TIER HAIR & BEAUTY SUPPLY	30085300	189022487	02/11/25	472.61

AMOUNT ENCLOSED
IF DIFFERENT THAN AMOUNT DUE $_____
EXPLAIN DIFFERENCES ON REVERSE SIDE

IMPORTANT – PLEASE DETACH AND RETURN THIS PORTION TO ENSURE PROPER CREDIT

MAKE CHECK PAYABLE AND MAIL TO:

ULINE
ATTN: ACCOUNTS RECEIVABLE
PO Box 88741
Chicago IL 60680-1741

3008530001890224872502110000472616

ULINE

1-800-295-5510
uline.com
PO Box 88741 • Chicago, IL 60680-1741

DUPLICATE
INVOICE

ULINE FED ID#: 36-3684738

INVOICE #: 185199318

ORDER #: 28298904

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2024

SOLD TO: TOP TIER HAIR & BEAUTY SUPPLY
2451 FM 1103 STE 141
CIBOLO TX 78108-1967

SHIP TO: TOP TIER HAIR & BEAUTY SUPPLY
2451 FM 1103 STE 141
CIBOLO TX 78108-1967

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
30085300	TIFFANY	LYKES CARTA	11/03/24	11/04/24	NET 30 DAYS	11/04/24

QTY ORDERED	U/M	BACK ORDERED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	PK		H-4774BL	SLATWALL PANELS - 4 X 8', BLACK MELAMINE	295.00	590.00
5	CT		S-19199BL	PEG HOOKS FOR SLATWALL - 6", BLACK	13.00	65.00
1	EA		S-23789NYJ	TERVIS® NFL TUMBLER - NEW YORK JETS THIS ITEM AT NO CHARGE	.00	.00

ORDER PLACED BY: TIFFANY MARIN
INTERNET PRO #: 0001189823

SUB-TOTAL	SALES TAX	SHIPPING/HANDLING	AMOUNT DUE
655.00	61.32	88.23	$ 804.55

PLEASE PAY FROM THIS INVOICE REFER TO THIS INVOICE NUMBER WHEN CONTACTING US REGARDING THIS TRANSACTION

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
TOP TIER HAIR & BEAUTY SUPPLY	30085300	185199318	11/04/24	804.55

AMOUNT ENCLOSED
IF DIFFERENT THAN AMOUNT DUE $_____
EXPLAIN DIFFERENCES ON REVERSE SIDE

IMPORTANT – PLEASE DETACH AND RETURN THIS PORTION TO ENSURE PROPER CREDIT

MAKE CHECK PAYABLE AND MAIL TO:

ULINE
ATTN: ACCOUNTS RECEIVABLE
PO Box 88741
Chicago IL 60680-1741

3008530001851993182411040000804559

Payment receipt

You paid $3,312.47

to US Signs on 1/6/2025

Invoice no.	05-12596
Invoice amount	$3,312.47
Total	**$3,312.47**

Status	Paid
Payment method	Credit Card
Authorization ID	MS0255205277

Thank you

US Signs

ussignsnb@gmail.com

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, https://www.intuit.com/legal/licenses/payment-licenses). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

INVOICE

AJAQ
Plumbing Design and Consultants

For office use only:
AUTH:_____

9128

DATE: 2/19/2025

1598 Hickman RD Von Ormy, TX 78242

M #39071
realplumbingsolutions@gmail.com
O (210)530-8990 C (210)475-2512

Name: Tiffany Marin c/o Top Tier Hair

Address 2451 FM 1103 Cibolo, TX 78108

Zip

Final Installment

QTY.	Scope of Work	Unit Cost	Line total
	Commercial Service		
	Cibolo Salon Plumbing Project Total		$4,230.00
	Mobility fee paid 01/23/2025 check#1005 & 3cc used	paid	$2,115.00
	second draw	paid	$1,057.50
	final invoice		$1,057.50
	Inspection scheduled for 02/20/2025	passed	

SubTotal		$0.00
3% cc fee		
truck fee		**incl'd**
2/19/2025	**due**	**$1,057.50**
3/4/2025	Paid	0

Terms: DUE UPON COMPLETION
I have the authority to odrer the above and so order as outlined above. It is agreed that the seller will retain title to any equipment or materials furnished until the final and complete payment is made. If settlement is not as agreed,the seller will be held harmless for any damages resulting from removal.

Payment Type: CASH CK

CIRCLE ONE

VISA MasterCard AMERICAN EXPRESS DISCOVER NETWORK

Auth Code: _____

Check No.: _____

Invoices not completely paid within terms are considered delinquent. A 1.8% finance charge per monthwill be added to all delinquent invoices. All collection costs incurred will be added to existing balances.
Returned checks subject to fees.

Thank You For Your Business!

_____
Authorization Signature

_____
Customer Signature

AJAQ Plumbing is licensed and regulated by the Texas State Board of Plumbing Examiners/ P.O Box 4200, Austin, Texas, 78765 (512)458-2146

Contact
Tiffany Marin

+ Follow | Change Contact Info | PPR Enroll | Update Ecomm Login

Company Name	JDA Customer Num...	Phone (2)	Em...	Contact Owner	Ti...
Marin Household (/...	904160463	(210) 296-14...		CRM Serv...	

Details | Related | **Orders** | Transactions | My Order Quotes | Touchpoint History

Close

FLOOR & DECOR
TILE • WOOD • STONE

Invoice No.:
Store No.: 278

Floor and Decor is IOR
INVOICE

Customer
Name Tiffany Marin
Address
City ,
Phone # 210-2961455

Misc
Date 2024-11-02 13:52:15
Order No. SB027801606163257
Rep Kyndra Haberman
FOB

QTY	Description	SKU	Price	TOTAL
15	DLXP 7X48 5MM TAMARACK	101066942	63.99	959.85
1	Sentinl Moist Barrier PE 300SF	100586833	57.00	57.00
1	Sentinl Moist Barrier PE 120SF	100586825	24.00	24.00
			SubTotal	1,040.85
			Shipping	0.00
			Tax	85.87
			TOTAL	1,126.72

Payment
Tender Visa
Amount $ 1,000.00

If you have any questions or concerns please call 877-675-0002.

Activity | Chatter | MOPO

Log a Call | Log a Field... | New Event

Create new... Add

Recent Items | Notes | History

Contact
Tiffany Marin

+ Follow | Change Contact Info | PPR Enroll | Update Ecomm Login

Details Related **Orders** Transactions My Order Quotes Touchpoint History

Close

FLOOR & DECOR
TILE • WOOD • STONE

Invoice No.: CO027897607370935
Store No.: 278

Floor and Decor is IOR
INVOICE

Customer

Name	Tiffany Marin
Address	
City	,
Phone #	210-2961455

Misc

Date	2025-03-03 15:19:03
Order No.	SB027897607376576
Rep	Kaylyn Smith
FOB	

QTY	Description	SKU	Price	TOTAL
3	DLXP 7X48 5MM TAMARACK	101066942	58.15	174.45
1	Sentinl Moist Barrier PE 120SF	100586825	24.00	24.00
			SubTotal	198.45
			Shipping	0.00
			Tax	16.37
			TOTAL	214.82

Payment

Tender	Visa XXXXXXXXXXXX5917
Amount	$ 214.82

If you have any questions or concerns please call 877-675-0002.

Activity Chatter MOPO

Log a Call | Log a Field... | New Event

Create new... Add

Recent Items Notes History
Only show activities with insights

RESURRECTION GENERAL CONTRACTORS L.L.C.
320 Kitty Hawk STE.109 Universal City TX 78148
OFFICE/FAX NUMBER (210) 719-3686
LICENSE NUMBER H-502

CHANGE ORDERS & PAYMENTS

A1A DOCUMENT G701

Owner	X
Architect	X
Contractor	X
Field	□
Other	

PROJECT: Top Tier Hair Beauty Supply
2451 F.M. 1103 Suite #141
Cibolo Texas 78108
TO CONTRACTOR: Resurrection General Contractors L.L.C.
320 Kitty Hawk suite 109 Universal City Texas 78148

CHANGE ORDER NUMBER: 7
DATE: 10/24/2024
ARCHITECT'S PROJECT NO: N/A
CONTRACT DATE: 10/15/2024
CONTRACT FOR: remodeling work

THE CONTRACT IS CHANGED AS FOLLOWS: The Contractor had to cut every piece of ceiling tiles from taking out walls. The Contractor will Modify electric from remodeling and removing plugs and walls. The Contractor supplied 3 different guys to remove one layer of floating floor and 400 sq, ft, of glue down flooring. The Contractor supplied laborer and pulled up two layers of flooring and picked up concrete at home depot for customer and mixed and poured concrete for rough-in plumbing. Contractor saw cut and broke 7 linier feet of concrete. The Contractor supplied framing a corner and running drywall at main room at entrance.

NOTE VALID UNLESS SIGNED BY OWNER, ARCHITECT OR CONTRACTOR.

The original (Contract Sum) (Guaranteed Maximum Price) was ……..$ 7,000.00

Net change by previously authorized Change Orders..…….$ 4,800.00

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was ….. …$ 10,700.00

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) decreased) (Unchanged) by this Change Order in the amount of ……...$ 300.00

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is …$ 11,000.00

The Contract Time will be (increased) (decreased) (unchanged) by ……$ (30) days

Amount paid to date by **Top Tier Hair Beauty Supply**…… $ 9,100.00

The date of Substantial Completion as of the date of this Change Order therefore is: 11/24/2025

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been Authorized by Construction Change Directive.

N/A,063

Architect	Resurrection General Contractors Contractor	*Arthur Cockfield* Owner
N/A Address	320 Kitty Hawk suite 109 Universal City Texas 78148	 Address
N/A By: N/A	Address By	 By
Date	Date: 11/24/2024	Date

Order Summary

Order placed December 14, 2024 | Order # 111-5481658-3682661

Ship to
Tiffany Marin
944 FOXBROOK WAY
CIBOLO, TX 78108-3053
United States

Payment method
Visa ending in 6663
View related transactions

Order Summary

Item(s) Subtotal:	$229.99
Shipping & Handling:	$0.00
Total before tax:	$229.99
Estimated tax to be collected:	$18.97
Grand Total:	**$248.96**

AHB Reception Desk with Counter, Modern Front Table Equipped Lockers & Storage Shelves, 48-inch Checkout Counter with DIY Stripe for Lobbies, Salons, Retail, Home Offices, Reception Room
Sold by: Yousuning
Supplied by: Other
Return window closed on January 31, 2025
$229.99

Order Summary

Order placed October 28, 2024 | Order # 111-2447498-9795435

Ship to
Tiffany Marin
944 FOXBROOK WAY
CIBOLO, TX 78108-3053
United States

Payment method
Visa ending in 6663
View related transactions

Order Summary

Item(s) Subtotal:	$575.98
Shipping & Handling:	$59.99
Total before tax:	$635.97
Estimated tax to be collected:	$52.47
Grand Total:	**$688.44**

Winado Salon Chair Styling Heavy Duty Hydraulic Pump Barber Chair, Beauty Salon Spa Equipment with Footrest, Adjustable Height & 360° Swivel for Barber Shop Hair Stylist, Black
Sold by: Winado
Supplied by: Other
Return window closed on December 4, 2024
$175.99

Winado Salon Shampoo Backwash Chair, Hair Wash Stations with Large Ceramic Bowl, Adjustable Shampoo Bowl Sink Chair for Barbershop Beauty Spa Massage Hairdressing Equipment
Sold by: Winado
Supplied by: Other
Return window closed on December 4, 2024
$399.99

Order Summary

Order placed October 24, 2024 | Order# 111-3220904-1828268

Ship to
Tiffany Marin
944 FOXBROOK WAY
CIBOLO, TX 78108-3053
United States

Payment method
Visa ending in 6663
(View related transactions)

Order Summary

Item(s) Subtotal:	$69.99
Shipping & Handling:	$0.00
Total before tax:	$69.99
Estimated tax to be collected:	$5.77
Grand Total:	**$75.76**

HXSWY 48 Inch Rustic Floating Shelves for Wall Decor Farmhouse Wood Wall Shelf for Bathroom Kitchen Bedroom Living Room Set of 4 Black
Sold by: HXSWY
Return window closed on November 25, 2024
$69.99

IMPACT REPORT

TOP TIER HAIR & BEAUTY SUPPLY LLC

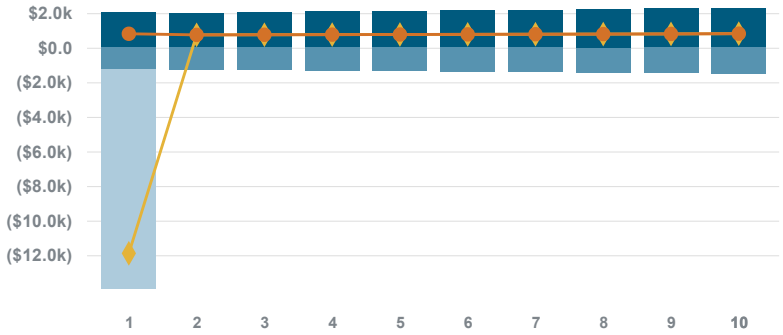
EDGE Grant

New/Startup | Professional & Financial Services

City of Cibolo

BENEFITS	COSTS	INCENTIVES
$21,453	($13,780)	($12,697)

NET BENEFITS	NET BENEFITS LESS INCENTIVES
$7,673	($5,024)



JOBS

2.2 Total
2.0 Direct
0.2 Spin-off

SALARIES

$50,146 Avg
$49,000 Direct
$59,894 Spin-off

CAPITAL INVEST.

$25,939
Buildings + FF&E

RESIDENTIAL DEV.

0.0 Homes
0.0 Relocations

NET BENEFITS LESS INCENTIVES	($5,024)
Present Value	($6,180)
NET BENEFITS	**$7,673**
Present Value	$5,912

BENEFITS

Sales Taxes	$7,183
Real Property Taxes	$709
FF&E Property Taxes	$362
Inventory Property Taxes	$0
New Residential Property Taxes	$89
Hotel Occupancy Taxes	$0
Building Permits and Fees	$0
Utility Revenue	$10,243
Utility Franchise Fees	$855
Miscellaneous Taxes and User Fees	$2,011
Benefits Subtotal	**$21,453**

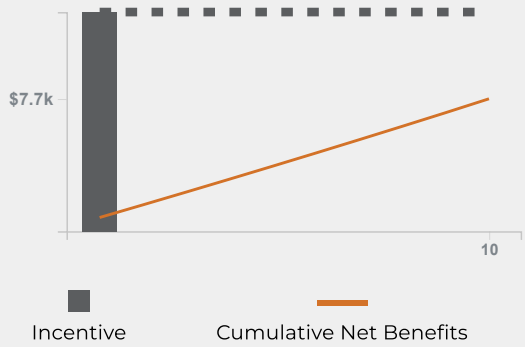
COSTS

Cost of Government Services	($3,746)
Cost of Utility Services	($10,034)
Costs Subtotal	**($13,780)**

INCENTIVES

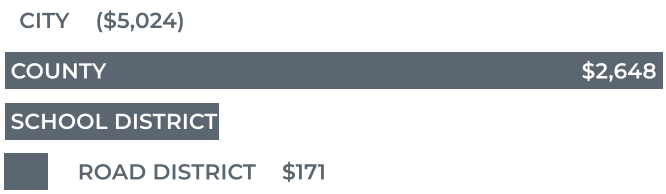
INCENTIVE ANALYSIS

$12,697	$6,348
Total Incentive	Per Job
6.0%	**15.7 Yrs**
Rate of Return	Payback Period



NET BENEFITS LESS INCENTIVES OVER 10 YEARS

Non-Tax Incentive	($12,697)
Incentives Subtotal	**($12,697)**



City of Cibolo

Economic Development Corporation Staff Report

G. Discussion/Action related to an application by Grampie's Pizzeria for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount up to $15,000 for improvements to the site located at 121 Cibolo Commons Suite 101 (C. Hardin & A. Grafft)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7G.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

Staff received an Economic Development for Growth & Enhancement Grant (EDGE Grant) application from Grampie's Pizzeria owners Aaron and Kristen Grafft for a EDGE grant for assistance in offsetting the cost of onsite improvements for their business located at 121 Cibolo Commons Suite 101. Mr. and Mrs. Grafft shared in their grant request the following statement:

"We're reaching out regarding the EDC grant available to small businesses in Cibolo. We really appreciate opportunities like this that aim to improve both the customer experience and overall look of businesses within our city.

As a pizzeria, our ovens run at 550°, which has created ongoing temperature regulation challenges inside the restaurant. Over the past two years, we've made incremental improvements, but it has ultimately led to negative air pressure, making it hard for customers to open the doors and creating an imbalance between front and back of house airflow.

We are looking into a solution that involves installing a properly conditioned make-up air system. This will help to restore pressure balance and improve overall indoor comfort. Though the work would take place inside, the benefits are directly tied to customer experience—from ease of access to a more enjoyable dining environment.

We believe this improvement aligns with the grant's objective of elevating Cibolo's commercial spaces. We would like to request the application and move forward with the grant process. "

Grampie's Pizzeria is among one of the first full applications staff has received for the EDGE Grant program which was launched on July 1, 2025.

STAFF RECOMMENDATION:

Staff have found that this application meets the EDGE Grant criteria and recommends approval of the EDGE Grant to reimburse 50% of eligible costs not to exceed $15,000 for this on-site improvements.

FINANCIAL IMPACT:

Staff have calculated based on application and invoices provided that the amount of reimbursement to be $9,075.82.

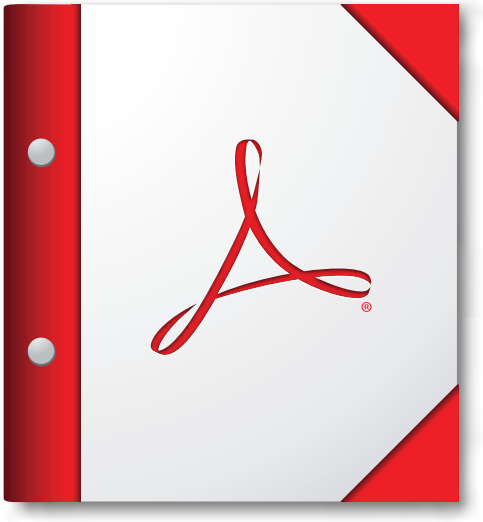
MOTION(S):

Example of a motion would be "*I motion to approve the application from Grampie's Pizzeria for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified* "

Attachments

00 - Grampies COMPLETED EDGE App.pdf

Grampie's.Eco Impact.pdf



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IMPACT REPORT - EXPANSION ONLY

GRAMPIES PIZZERIA

Scenario 1

Business Retention & Expansion | Tourism & Hospitality

City of Cibolo

BENEFITS	COSTS	INCENTIVES
$1,063	$0	($9,076)

NET BENEFITS	NET BENEFITS LESS INCENTIVES
$1,063	($8,013)

JOBS

0 Total

0 Direct

0 Spin-off

0 New Jobs @ $0

This summary does not include the impact from the company's current activity including:
25.0 Retained Jobs @ $26,000

SALARIES

$0 Avg

$0 Direct

$0 Spin-off

CAPITAL INVEST.

$18,152

Buildings + FF&E

NET BENEFITS LESS INCENTIVES	($8,013)
Present Value	($7,816)
NET BENEFITS	**$1,063**
Present Value	$828

BENEFITS

Sales Taxes	$71
Real Property Taxes	$992
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$0
Hotel Occupancy Taxes	$0
Building Permits and Fees	$0
Utility Revenue	$0
Utility Franchise Fees	$0
Miscellaneous Taxes and User Fees	$0
Benefits Subtotal	**$1,063**

COSTS

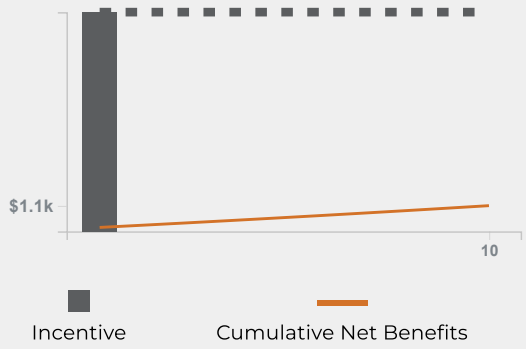
Cost of Government Services	$0
Cost of Utility Services	$0
Costs Subtotal	**$0**

INCENTIVES

Non-Tax Incentive	($9,076)

INCENTIVE ANALYSIS

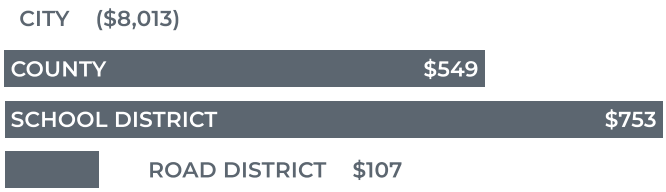
$9,076	$0
Total Incentive	Per Job
1.2%	**48.9 Yrs**
Rate of Return	Payback Period



NET BENEFITS LESS INCENTIVES OVER 10 YEARS

IMPACT DASHBOARD

Incentives Subtotal	**($9,076)**



City of Cibolo

Economic Development Corporation Staff Report

H. Discussion/Action related to an application by Puppy Kisses Pawlor of Cibolo for the Economic Development for Growth and Enhancement Grant (EDGE Grant) in the amount not to exceed $15,000 for improvements to the site located at 121 Cibolo Commons Suite 117 (C. Hardin & Shannon Jackson)

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7H.

From
Isabella Ellis, Economic Development Specialist

BACKGROUND:

Staff received an Economic Development for Growth & Enhancement Grant (EDGE Grant) application from Puppy Kisses Pawlor owner Shannon Jackson for an EDGE grant for assistance in offsetting the cost of onsite improvements for their business located at 121 Cibolo Commons #117. Shannon Jackson shared in her grant request the following statement:

"I am Shannon (Paige) Jackson, requesting and applying for the EDGE grant through the City of Cibolo for the following project on the building located at 121 Cibolo Commons, Suite 117. Previously known as, Southern Styles Dog Grooming.
As of 1 April2025, the suite has changed ownership and management to Puppy Kisses Pawlor, LLC. I am seeking this grant to help reimburse the already purchased new signage on the exterior of the building to reflect the changes that have occurred on the inside. The old signage deters new potential clients that either had a former bad experience, or are confused with who they booked an appointment with. I have worked very hard these past 6 months, getting the building up to code, establishing ourselves within the community and offering new job openings that weren't there before.Puppy Kisses Pawlor now has 5 employees, 1 being part-time and with time may be able to have 2 more spots open up. With the new signage, we hope to bring in even more clientele and become a small town staple for dog and cat grooming within Cibolo."

Puppy Kisses Pawlor is among one of the first full applications staff has received for the EDGE Grant program which was launched on July 1, 2025.

STAFF RECOMMENDATION:

Staff have found that this application meets most of the EDGE Grant criteria and recommends approval of the EDGE Grant to reimburse 50% of eligible costs not to exceed $15,000 for their sign improvements. One thing this application does not meet is that the improvements are completed but were already scheduled prior to the launch of the EDGE grant program. In consideration of the level of investment Puppy Kisses Pawlor has made, staff recommend approval of this item as presented.

FINANCIAL IMPACT:

Staff have calculated based on application and invoices provided that the amount of reimbursement to be $3,119.50.

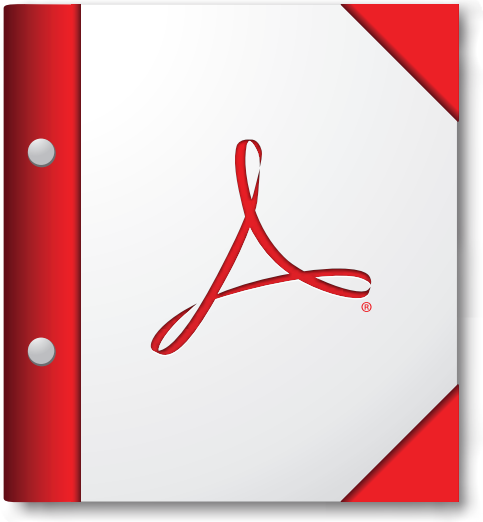
MOTION(S):

Example of a motion would be "I motion to approve the application from Puppy Kisses Pawlor for on-site improvements not to exceed $15,000, provided paid invoices are submitted and verified "

Attachments

COMPLETED Puppy Kisses EDGE App.pdf

Puppy Kisses Pawlor Eco Impact.pdf



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IMPACT REPORT

PUPPY KISSES PAWLOR

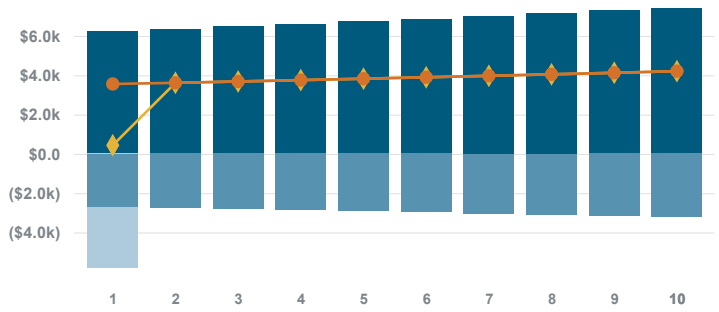
EDGE Grant

Business Retention & Expansion | Professional & Financial Services

City of Cibolo

BENEFITS	COSTS	INCENTIVES
$68,149	($29,509)	($3,119)

NET BENEFITS	NET BENEFITS LESS INCENTIVES
$38,641	$35,521



JOBS

4.9 Total
4.5 Direct
0.4 Spin-off

SALARIES

$21 Avg
$20 Direct
$33 Spin-off

CAPITAL INVEST.

$6,239
Buildings + FF&E

RESIDENTIAL DEV.

0.0 Homes
0.0 Relocations

NET BENEFITS LESS INCENTIVES	$35,521
Present Value	$26,642
NET BENEFITS	**$38,641**
Present Value	$29,613

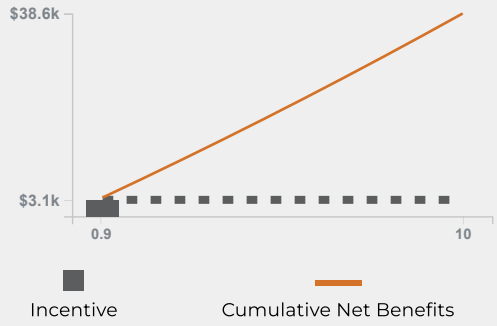
BENEFITS	
Sales Taxes	$32,530
Real Property Taxes	$7,354
FF&E Property Taxes	$174
Inventory Property Taxes	$0
New Residential Property Taxes	$17
Hotel Occupancy Taxes	$0
Building Permits and Fees	$0
Utility Revenue	$21,934
Utility Franchise Fees	$1,832
Miscellaneous Taxes and User Fees	$4,307
Benefits Subtotal	**$68,149**

COSTS	
Cost of Government Services	($8,021)
Cost of Utility Services	($21,488)
Costs Subtotal	**($29,509)**

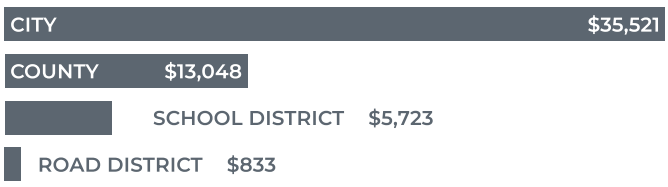
INCENTIVES	
Non-Tax Incentive	($3,119)
Incentives Subtotal	**($3,119)**

INCENTIVE ANALYSIS

$3,120	$693
Total Incentive	Per Job
123.9%	**0.9 Yrs**
Rate of Return	Payback Period



NET BENEFITS LESS INCENTIVES OVER 10 YEARS



IMPACT DASHBOARD

City of Cibolo

Economic Development Corporation Staff Report

I. Discussion/Action related to marketing program and expenditures

Meeting	Agenda Group
Thursday, October 16, 2025, 6:30 PM	Discussion/Action Item: 7I.

From
Clancy Hardin, Economic Development Manager

BACKGROUND:

Staff is soliciting bids to support recruitment and social media marketing efforts aimed at positioning Cibolo as a premier choice for companies. The Cibolo Economic Development Corporation (CEDC) has allocated budget funds for marketing and staff is presenting this as a strategic direction for our organization. Staff conducted meetings with two companies:

1. **Neoncloud**: Specializes in video production with a focus on economic development corporations. The quotes received from Neoncloud pertain exclusively to creating new video content for our website and social media platforms.
2. **Flat Five Marketing**: A full-service marketing firm. In addition to providing video production, their proposal includes a three-month trial to elevate our marketing strategy.

STAFF RECOMMENDATION:

Staff recommends approval of this item to move our marketing and recruitment efforts to the next level to compete regionally. Staff would like for the board to set a not to exceed amount for this project.

FINANCIAL IMPACT:

CEDC budgets for marketing annually.

MOTION(S):

I motion to authorize staff to pursue marketing solutions to support recruitment and social media marketing efforts aimed at positioning Cibolo as a premier choice for companies in the not to exceed amount of $XX,XXX