

## LESSOR SPECIFICATION AND ALLOWANCE SCHEDULE

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**PLEASE NOTE THAT THE CONTENTS OF THIS DOCUMENT IS SUBJECT TO CHANGE FROM TIME TO TIME, THE TENANT IS TO ENSURE THAT HE HAS THE CURRENT FORM OF DOCUMENT PRIOR TO ACCEPTANCE.**

## 1.0 INTRODUCTION

**THE GROVE** (formally Riverside Lifestyle Centre) is a new Shopping Complex located on the R40 main road between Nelspruit and White River. The development comprises approximately 22 000 m<sup>2</sup> retail space. This will provide a central hub for the development of hotels, Conference Centres, Office, Industrial and Motor Retail outlets on the surrounding sites.

The design of the centre, incorporating road side lines of sight, indigenous planting, warm colours and the use of natural building materials, forms the background that will allow the individual shopfronts to be the dominant feature on the walkways with direct exposure to the carpark.

This Criteria Document is designed to provide guidance to tenants to enable them to carry out the planning and construction of their units in a manner so as to accord with the overall design control parameters set for this unique shopping environment.

## 2.0 SUBMISSION REQUIREMENTS

The controls listed below have been formulated by the Landlord to encourage tenants to make the best use of the **THE GROVE** atmosphere and setting.

The controls are set to ensure that shopfronts and signage requirements are fair to all Tenants and their Design / Construction Team. Variety and creativity of design is catered for within these parameters and is strongly encouraged by the Landlord.

The Tenant, even if they have a regionally recognisable shopfront design, is encouraged to design and build their shopfront in the character of **THE GROVE** theme. It is important that the Tenant review the design of **THE GROVE** and familiarise themselves and their Design Team as to the Landlord's intent and the image the Landlord wishes to portray.

### **THE TENANT IS OBLIGED TO ENGAGE THE SERVICES OF A PROFESSIONAL DESIGNER AND / OR ARCHITECT TO PREPARE THEIR INTERIOR SHOP DESIGN**

If requested, a list of approved Designers is available from the Architects.

## 2.1 GENERAL

The Tenant and his Design Team are required, at all times to work and co-operate with the Tenant Co-ordinator.

The Tenant Co-ordinator is the representative of the **THE GROVE**, liaising between the design and construction departments and is the liaison between the Tenant, the Landlord, the Landlords Professional team and the Landlords Building Contractor.

All submissions are to be made to:

### **THE TENANT CO-ORDINATOR**

Coffey Projects (Africa) (Pty) Ltd

Attention:

Cara Heinzelmann

Email:

[cara\\_heinzelmann@coffey.com](mailto:cara_heinzelmann@coffey.com)

Fax:

086 632-1464

Address:

13 Saddle Drive

Woodmead Office Park

Woodmead

IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN THE NECESSARY APPROVALS FOR ITS DOCUMENTATION FROM BOTH THE LANDLORD VIA THE TENANT CO-ORDINATOR AND ALL OTHER AUTHORITIES, WHICH MAY BE REQUIRED BEFORE ANY WORK SHALL COMMENCE. TO OBTAIN APPROVAL, IT IS IMPORTANT THAT DOCUMENTATION BE SUBMITTED AS EARLY AS POSSIBLE IN ORDER TO MINIMIZE ANY POSSIBLE DELAYS. IT IS ALSO THE TENANT'S RESPONSIBILITY TO OBTAIN AN OCCUPANCY CERTIFICATE FROM THE LOCAL AUTHORITY PRIOR TO THE TENANT COMMENCING TRADE.

No physical work in the shops may commence unless all approvals and agreements have been signed off by all responsible parties.

The work shall be carried out in strict accordance with the approved Architect's base building drawings, which must be signed, by the tenant, as well as the Tenant's approved drawings, and no deviation shall be permitted unless written approval has been obtained from both the Landlord and the governing authorities. The works shall be carried out to the agreed controls, as set down by the Landlord and in accordance with the rules and regulations as to the safety, administration and co-ordination that the Landlord may institute.

All building work, indicated on the signed base building drawings, will be carried out by the Main Contractor to the Tenant's account, as agreed with the Quantity Surveyors.

Only approved Contractors and Sub-contractors will be permitted to carry out the works on behalf of the Tenant.

Only material and goods which have been specified in the approved documentation

will be permitted to be used in the construction and fitting out of shops.

All Tenant drawings shall:

- a. Be fully dimensioned with dimensions related to Structural Grid Lines
- b. Have the shop number indicated on the drawing
- c. Have a drawing number and date
- d. Show revisions numbered, dated and noted and clearly defined on drawings.
- e. Show levels, height and dimensions, WHICH MUST HAVE BEEN CHECKED ON SITE BY THE TENANT'S DESIGNER
- f. Be submitted to meet the relevant programme dates

It must be noted that sufficient time must be allowed, worked back from a proposed beneficial occupation date, to affect any design changes / installation requirements that may be necessary as a result of Tenant requirements. It is the tenant's responsibility to prepare their own programme, to ensure that the shop is ready to open on the Shopping Centre opening/trading date.

## 2.2 SHOP DESIGN DRAWINGS

The Landlord shall furnish the Tenant, upon acceptance into the Centre, with a copy of relevant portions of the Architects 1:100 or 1:200 as is practicable Outline Drawings, as well as a copy of the "Design Criteria", all of which form part of the 'lease documentation'.

The Outline Drawings will comprise of a copy of the relevant 1:100 or 1:200 as is practicable floor plan, which will indicate the electrical distribution board position, stainless steel sink, drainage connection point and leaseline.

The Tenant shall, within 30 (thirty) days of being notified in writing that they have been accepted into the Centre, submit the documentation listed below to the Tenant Co-ordinator to enable the progress of the Tenant's activities to be monitored. The timing of all submissions and activities must be agreed with the Tenant Co-ordinator.

The Tenant must ensure that his program does not conflict with that of the Main Contractor, and allow for the time periods given in this document for the drawing approval process.

- 2.2.1. The Tenant shall submit to the Tenant Co-ordinator 4 (four) sets of paper prints of the Tenant's Preliminary Shop Design Drawings, showing the intended design of the store, which shall include, but not be limited to the following: Floor Plans, Colour Rendering, Interior Elevations, Material Sample Board, reflected Ceiling Plan, Signage Intentions.
- 2.2.2. The Tenant Co-ordinator and the Tenant shall, by mutual agreement, fill in a Tenant Data Sheet. This checklist is not to be deviated from unless mutually agreed to by both parties. All changes are to be recorded on a Revised Tenant Data Sheet.
- 2.2.3. Signage Drawings shall conform to the Signage Controls as outlined in this document. They shall clearly show the location of each sign on each storefront elevation and indicate graphics, colours, decorative elements and materials, as well as construction and attachment details.

Upon receipt of the Tenant's proposals, the Landlord and his Consultants shall scrutinise these and return 1 (one) set of the layout drawings marked with any necessary comments within 14 calendar days.

In the event that the proposals are returned to the Tenant without the Landlord's approval, then the proposals shall be revised without delay to the parameters described and resubmitted. If the Tenant fails to do so, the Landlord may rescind any authority, undertaking or option given by him to the Tenant.

## 2.3 WORKING DRAWINGS

Tenants shall submit to the Tenant Co-ordinator, 4 (four) sets of paper prints and electronic copy of these drawings in AutoCAD compatible format (dwg or dxf,) of the Tenant's Working Drawings within 14 (fourteen) calendar days after approved preliminary shop design drawings have been returned to the Tenant.. (Some of the professionals may require drawings in PDF format.)

TENANTS SHALL HAVE SOLE RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, ORDINANCES AND OTHER REGULATIONS FOR ALL WORK AND MUST OBTAIN THE NECESSARY APPROVALS FOR THIS WORK TO BE CARRIED OUT. IN INSTANCES WHERE SEVERAL SETS OF REQUIREMENTS MUST BE MET, THE LANDLORD'S REQUIREMENTS SHALL APPLY, UNLESS PROHIBITED BY THE APPLICABLE CODES.

The Landlord and their Consultants, upon receipt of the Tenant's working drawings, will inspect them and return 1 (one) set to the Tenant, marked up with any necessary

comments with in 14 (fourteen) calendar days of receipt of the tenant's drawings.

In the event that the proposals are returned to the Tenant without the Landlord's approval, then the proposals shall be revised without delay and within 14 (fourteen) calendar days to the parameters described and resubmitted. If the Tenant fails to do so, the Landlord may rescind any authority, undertaking or option given by him to the Tenant.

Once approved, the Tenant costing agreed (ref. 5.12) the Landlord's Architects will prepare the base building drawings indicating all work to be carried out by the Main Contractor. THIS DRAWING MUST BE CHECKED AND SIGNED BY THE TENANT AND RETURNED TO THE TENANT CO-ORDINATOR BEFORE ANY WORK IS PUT IN HAND BY THE MAIN CONTRACTOR.

THE APPROVAL OF THE TENANT'S DOCUMENTATION SHALL IN NO WAY RELIEVE THE TENANT OF HIS RESPONSIBILITIES FOR ANY ERRORS AND FAULTS IN HIS OWN DOCUMENTATION.

The Tenant's working drawings will be prepared in strict compliance with the Landlord's Design Controls and the requirements set forth in this manual and will adhere to the Tenant's approved shop design drawings. Working Drawings shall include, but not be limited to, the items listed hereafter.

**2.4 REQUIRED ITEMS**

	Minimum scale to be used
a. Floor and fixture plan fully dimensioned & annotated, including fire evacuation routes, signage & fire appliance i.e. Hand Held Extinguishers	1:100
b. Reflected Ceiling Plan	1:100
c. Interior Elevations	1:50
d. Mass and positions of any heavy equipment such as safes, refrigeration equipment, etc.	
e. Colour schedule and schedule of all finishes (check availability) with sample board and colour chips.	
f. Details of any special facility or installation that may affect the building.	

- g. Complete signage details (See "Tenant Designer Checklist").
- h. Coloured perspectives to fully illustrate the interior design
- i. All specifications necessary including:
  - Equipment heat loads
  - Lighting or any other load
  - Ventilation requirements
  - Internal conditions required.

**2.5. SIGNAGE**

No signage may be erected unless it has been approved by the Landlord's Architects.

The Tenant shall submit to the Tenant Co-ordinator 4 (four) sets of signage drawings, of which 1 (one) will be in colour, as well as an electronic copy of these drawing in pdf or jpg format. Hard copy drawings must be on 'A3' format drawing paper and will show the following information:

- a. Fully dimensioned plan and elevation of sign showing its position relative to the full shopfront
- b. Details of construction and fixing
- c. Materials and colour of signage
- d. Number of shop

Once the proposed signage has been received and inspected by the Landlord and his Consultants, the coloured set will be returned to the Tenant, marked up with any necessary comments.

If the Tenant's signage drawings are returned to the Tenant without the Landlord's approval, then the signage drawings shall be revised by the Tenant and resubmitted within 14 (fourteen) days of the date returned and the same procedure shall be repeated until the Landlord fully approves the signage drawings.

### 3.0 MALL DESIGN

#### 3.1 BASE BUILDING MATERIALS

Canopies & Roofs	:	Profiled steel sheeting with anti-corrosion finish
Walkway Flooring	:	Concrete paving blocks in patterns to Architects detail
Glazing	:	Clear laminated safety glass
Demising Columns perimeter walls	:	Facebrick & painted plaster to match
Shopfronts	:	Extruded epoxy powder coated aluminium to an approved colour, in line with the rest of the centre.

#### 3.2 APPROVED MATERIALS FOR INSTALLATION BY TENANT

While variety in materials and creativity of design by the tenants is encouraged, all materials and finishes should be sensitive to the centres aesthetic vision and the use of natural sustainable materials, wherever possible, is encouraged.

### 4.0 TYPICAL SHOP CONTROLS

#### 4.1 TYPICAL SHOPFRONTS

The design of the shopfront forms part of the overall centre design. Whilst cognisance will be taken of the Tenants wishes, the approval of the shopfront design shall be entirely at the Landlord's discretion. While the premises are under construction, the Landlord reserves the right to redesign the shopfronts thereof if, in his opinion, this will improve the design and appearance of such shopfronts, even if this results in a variation of the shape of the premises, provided that it does not at any stage substantially reduce the size of the shop.

It is imperative that shopfront support is discussed with the Tenant Co-ordinator.

#### 4.2 LEASELINE

The "lease line" generally will fall on the outside face of the shopfront as indicated on the Shop Design Drawing, (ref. 2.2)

### 4.3 DESIGN CONTROL AREA

To ensure a high standard of presentation, the Landlord has established a Design Control Area within the leased premises to a Design Control Line 1 200mm inside the lease line. Within this area the Landlord shall control all aspects of the Tenant's presentation.

It must be noted that the Tenant is encouraged to provide accent lighting to both shopfront display as well as displays at the rear of the shop. These lights are to remain illuminated after trading hours.

#### 4.4 SHOP ENTRANCES

- a. If entrance doors are of the sliding door type, then the closure line may be on the lease line
- b. If entrance doors are open-out type swing doors, these are to be recessed a minimum of 900mm behind the lease line.
- c. No sliding or roll-up grilles are permitted outside of the shopfront line. Should these be required by the tenant, they will be installed inside the shopfront line & be of the "slat" type, in a position and powder coated a colour to the Landlord Architect's approval. Details of roller shutter material and fixing particulars can be found in annexure A; drawing number ARSSK01 revision A and ARSSK02 revision A.
- d. Shopfront threshold strips will be of a natural stone material, raised above surface bed level, suitable for the tenants floor finish to butt against, all to the Landlord Architects detail.

#### 4.5 MATERIALS AND REQUIREMENTS

Materials used by the Tenant and his design team shall be as approved by the Landlord and his Consultants. No deviation will be permitted without prior written approval from the Landlord and his Consultants.

No materials deemed to be of inferior quality, non-durable and / or difficult to maintain or any materials that constitute a fire and / or public hazard shall be used.

The following requirements shall apply:

- a. All glazing, including mirrors shall be of a minimum strength comparable to 6 mm thick laminated safety glass. All exposed glass edges / corners shall be bevelled and pot-polished.

- b. Rebates to glazing shall be to a minimum of 12mm
- c. Where aluminium is used, it shall have a powder coated finish, using a high quality epoxy powder coat paint finish applied under factory conditions, colour to Landlord Architects approval. Under no circumstances shall 'in-situ' painting of shopfronts be allowed, except in touching up procedures.
- d. Any exposed timber shall either be sealed or painted with high quality materials, subject to Landlord's Architect's approval
- e. Structural supports, where required, shall be to the approval of the Landlord's Consulting Engineer, including welding, drilling or bolting to the existing structure.
- f. Where sliding doors are exposed to view in the open position, they must be stacked in line behind each other on the Tenant's side of the shopfront. Stackaway doors, where possible, should be concealed in a door pocket
- g. No doors, when in an open position, may extend beyond the line of the shopfront, even if the shopfront occurs behind the lease line
- h. The Tenant shall be responsible for the cost of all labour and materials for the extension of the walkway floor finish from the lease line to any recessed portion of the 'shopfront' or doors if required, and all materials in such areas will be to the Landlord Architects approval.
- i. No solid roller shutter doors may be used outside the shopfront, and if required may only be installed with special approval.
- j. Where a roller shutter door is required & approved by the Landlord and no alternative means of access is provided into a shop, a 180deg swing door shall be permitted at the shop entrance. Such doors shall only be permitted provided that during normal trading hours the leafs of the door shall remain open inwards to the shop and shall not inhibit pedestrian circulation on the walkway adjacent the shop in any way.
- k. No ramps or steps shall be allowed along the shopfront line.

**NOTE:** Shopfronts must be designed to obviate damage, which may be caused by rotary type floor cleaning equipment.

## 5.0 STANDARD TENANT ALLOWANCES

The specifications of the Standard Tenant Allowances by the Landlord must be discussed with the Tenant Co-ordinator.

ANY STANDARD ALLOWANCES NOT USED WILL BE CREDITED TO THE TENANT'S ACCOUNT. IT IS TO BE NOTED THAT MONIES WILL ONLY BE PAID TO THE TENANT, AT THE SOLE DISCRETION OF THE PROJECT QUANTITY SURVEYOR AND IN THE MANNER AS OUTLINED IN 5.12.

### 5.1 FLOORS

A power floated concrete floor surface will be provided and no allowances will be given to the Tenants for floor finishes within the shops. Tenants must, however, lay approved floor coverings within their shops and are to note that domestic grade materials will not be approved. In addition to the above, all flooring materials will become the property of the Landlord on termination of the lease.

### 5.2 WALLS

Internal demising walls will be 230mm thick brickwork with steel stiffeners in positions as required by the Centre Structural Engineer to a height of 3,8m above floor level, plastered with 1 (one) coat cement plaster and finished with 1 (one) coat of White plaster primer. Above brickwork demising walls, standard single skin gypsum drywall partitions will be provided as fire / smoke barriers only as required by the Local Authority Fire Department. No skirtings will be provided.  
TENANTS MAY NOT UTILISE THE GYPSUM DEMISING WALLS FOR THE SUPPORT OF ANY SHELVES, FITTINGS, ETC

### 5.3 CEILINGS

The ceilings shall be vinyl faced 1 200 x 600 mm gypsum plasterboard tiles on pre-painted suspended exposed tee grid or as indicated on the Landlord's Architect's drawings. The standard height of the ceiling above floor level is 3 500mm. Any change to this height or layout must be approved by the developer or as indicated on the Landlord's Architect's drawings and any costs involved will be for the Tenants account. If ceilings are omitted to the shop, the tenant will be responsible for the cost to extend the walls and wall finishes of the adjacent shop up to the U/S roof sheeting, as well as the cost for any finishing to the exposed services and / or structure that may be required. No special provision has been made to aesthetically enhance the normal above ceiling services

#### 5.4 SHOPFRONTS

A standard shopfront design has been allowed for all tenants, consisting of powder coated extruded aluminium frames with 6,2 mm clear laminated glazing. Should the Landlord agree to allow alternative shopfront designs by tenants a standard allowance of R2400.00 / linear metre (measured along the demarcated leaseline) will be allocated for use by the tenant for the design and construction of his own shopfront, subject to Landlord's Architect's approval.

#### 5.5 DOORS, LOCKS AND KEYS (REAR)

Shopfront entrance doors shall be provided with two off double cylinders deadlocks and three keys for each lock will be provided to the tenant. No additional locks, hasp and staples, bolts etc. may be installed by the tenant without the land lords' prior approval.

Where rear doors are required by the local authority for fire escape purposes, these will be solid doors lined externally with metal sheet and fitted with a standard thumb turn single cylinder lockset internally only. Any costs as a result of alteration to the position shown on the layout drawing or additional locking devices required will be for the Tenants account.

#### 5.6 ELECTRICAL

The Landlord will supply:

- a. A standard surface mounted distribution board within the Tenant's premises with a power supply rated at 120 W / m<sup>2</sup> with a separate metering system. The 120W/m<sup>2</sup> includes lighting, small power and air conditioning allowance. A minimum of a 60A single phase DB will be installed in each shop. Should the Tenant wish to relocate or upgrade the distribution board, any extra costs will be for the Tenant's account.  
Each distribution board will be equipped with earth leakage unit, timer and necessary circuit breakers. Only shops fed from busbar systems shall be equipped with a kWh meter. Otherwise all meters shall be installed in the main distribution board and read by the land lord.  
  
Restaurants and food shops will be provided with a separately metered 3-phase power supply (150 amp for restaurants and 100 amp for fast food) and distribution board shell only (i.e. equipped

with main switch and sufficient space for circuit breakers, contactors, time switches, etc.). Equipment space allowance in distribution board amounts to 77 ways.

- b. General area lighting will be provided to an average of 300 lux, in open plan unfixtured areas, using 1200x600mm recessed fluorescent luminaries with prismatic diffusers.  
A credit per m<sup>2</sup> will be allocated to the tenant if they request **no** lighting from the Landlord at R25/m<sup>2</sup>, but an extra will be charged per fitting should additional fittings be required. The Tenants are encouraged to use accent lighting in lieu of fluorescent lights  
  
Switching of general area lighting will be controlled from the shop distribution board via a timer.
- c. One 15 amp 3 pin switched socket outlet will be provided per 50m<sup>2</sup> of leasable area with a minimum of two socket outlets per shop. Switch socket outlets will be situated on perimeter walls. The Tenant will be charged for each additional 15 amp socket outlet that may be required. It should be noted, however, that any floor outlets required after the concrete surface bed has been cast and will be priced for separately. It must also be noted that these points may not be able to be accommodated and the Tenant may have to change his design accordingly. No credit will be granted for socket outlets omitted
- d. One electrical signage point (220 Volt, 10 amps maximum) will be provided on the bulkhead void above the entrance door and is to be interlinked with shopfront display lighting. The signage point will be timer switch controlled via the distribution board. The final connection from this box to the sign is the responsibility of the tenant's signage contractor. The cost of additions/alterations to the distribution board, to allow neon signage to be connected to a fireman's switch, positioned out side the shop, (if required) will be for the Tenant's account.
- e. One unwired electrical geyser outlet will be provided above the ceiling near the wash hand basin for hot water installation. If required by the Tenant, the cost to wire and connect up will be for the Tenant's account
- f. Power required to air conditioning which shall be fed from the tenant distribution board

- g. Distribution board equipment will be rated for a minimum fault level of 5kA. The tenant is to insure that all additional circuit breakers installed by an Electrician, other than the developer's Electrician, shall be rated at 5kA. If the tenant does not comply, the electrical supply to the shop shall be disconnected, until compliance is achieved.

**NOTE:** Should the Tenant require changes to be made after a standard installation had been provided, and then the total cost of any alterations will be for the Tenant's account

**GENERAL: ELECTRICITY USE WILL BE CHARGED FOR FROM THE DATE OF BENEFICIAL OCCUPATION**

The tenant must provide full details of any alterations or additions to electrical layouts detailed on outline drawings. The details are to include:

- a. Dimensioned positions of all electrical outlets, including height above floor level
- b. Electrical loads in amps per phase and whether single phase (230 Volt) or three phase (380 Volt)
- c. Illuminated / non illuminated and / or neon / non-neon signage
- d. Updated Legend Card

An electrical certificate of compliance with as-built drawings of any electrical installation work provided by the Tenant's Electrical Contractor shall be given to the Landlord upon completion of the installation. The as-built drawings shall be to the approval of the Landlord's Electrical Engineer.

The tenant will be required to provide an electrical certificate of compliance prior to the commencement of trading for any electrical work done by the tenant within the premises.

If the tenant fails to provide an electrical certificate of compliance, the electrical supply to the shop shall be disconnected until certificate is provided.

**5.7. TELEPHONE**

- a. One telephone drawbox which, with a draw wire will be provided in the perimeter wall next to the distribution board, the tenant needs to apply to Telkom for the services by calling 10219 and quoting the Development details.
- b. The tenant will need the company registration number and their ID number (for new business applications).
- c. The site physical address:
  - o City/Town: Nelspruit
  - o Suburb: Riverside Park Extension 10
  - o Street: Weir Road
  - o Stand: 211

The tenant is to complete and submit an application form to the local Telkom office well in advance of the trading commencement date.

**5.8 PLUMBING**

One single bowl wall mounted stainless steel sink with 15mmØ cold water supply only, will be provided as indicated on the outline drawing.

The Tenant is to comply with all the local health requirements in this regard and should the Tenant require increasing the scope of this service (e.g. floor drains, toilets etc) or change the intended position, the extra over cost will be for the Tenant's account.

Restaurant Tenants shall provide and install the following:

- a. Suitably sized and approved stainless steel under-counter grease trap within their leased premises and all sinks, pot wash and food waste disposers are to discharge into the grease trap/s prior to connection to the drainage system.
- b. An approved mechanical/electrical operated food waste disposer of minimum one horse power light commercial type, suitable for coffee shops/restaurants and fast food outlets.
- c. A suitable recessed grease trap shall be provided for all floor outlets to all food handling and preparation areas in positions and accordance with the National Regulations and Local Authorities requirements and Landlord's Architect's approval.
- d. Tenants shall be responsible for the regular cleaning & maintenance of all grease traps as prescribed by the manufacturer.**

**5.9 AIR CONDITIONING & MECHANICAL EXTRACTION**

Packaged or split units to be installed externally by the Landlords sub-contractor in a position determined by the Landlord. The design and position of external units is to be

signed off by the Landlord's Architect. If this procedure is not followed the cost of moving or redesigning the tenant's air-conditioning system will be to the Tenant's cost.

The running cost of the air-conditioning system will be to the tenant's cost and costs will be recovered at part of operating costs.

Where required, extract canopy flues and ducted extract systems are to be of sheet metal in Zinalumal finish. The design of the extract system is to be to the Landlord's Architect's approval. Installation shall be by an approved subcontractor only and the tenant's account.

No penetrations are to be made through the roof or perimeter walls unless approved by the landlord's Architect and flashings will be carried out by the Main Contractor. Any damage to roof sheets and flashings will be rectified by the Landlord at the Tenant's cost.

#### **5.10 SPRINKLERS**

There is no provision for sprinklers in the centre. Sprinklers shall only be provided should the tenant's occupancy as defined by the National Building Regulations or as required by the Local Authority demand sprinklers the cost thereof will be to the tenants account.

#### **5.11 FIRE DETECTION**

The Landlord will supply a fire detection system if required by the National Building Regulations.

The cost of any additional detectors required, due to the introduction of full height partitions within the tenant's leasable area will be for the Tenant's account.

#### **5.12 FIRE**

The Tenant shall be solely responsible for the Approval of his shop fit-out in terms of the National Building Regulations – SABS 0400-1990. Compliance therewith and the Approval thereof by the local Fire Authority, shall be the responsibility of the Tenant, in order to ultimately obtain an Occupation Certificate. The Compliance of the Building shell and the general fire safety in terms of:

- Fire Escape
- Smoke Management of the Malls
- Mall Fire Appliances &
- Fire Compartmentalization,

shall be the responsibility of the Developer.

#### **5.13 TENANT COSTINGS**

Once design approval has been obtained (ref. 2.2) a copy of the approved Tenants drawing as well as the completed Tenant data sheet will be submitted by the Tenant Co-ordinator to the Project Quantity Surveyor for costing.

The costing will detail all items of work to be undertaken by the Main Contractor on the Tenants behalf and will be based on rates agreed with the sub-contractor employed on the project. This will also include such additional items as escalation, fees, finance charges, etc. as necessary.

The completed cost budgeted must be approved and signed by the Tenant prior to any work being put in hand and will form the basis of cost control of any work undertaken on behalf of the Tenant.

Before any work is begun on the Tenants behalf, the Tenant must pay 100% of the approved costing to the Developer. In the event that the costing indicates a credit due to the Tenant by the Landlord then this credit will be paid over to the Tenant within 30 days of start of trading.

#### **6.0 TYPICAL SHOP LIGHTING CONTROLS**

##### **6.1 RECOMMENDATIONS AND REQUIREMENTS**

The purpose of these criteria is to create exciting shops. This can be achieved by the Tenant's Designer using specialised lighting techniques, including adjustable spots, recessed downlighters, accent lighting, dimmers, etc., all resulting in effectively lit merchandise with true colour rendition.

This lighting must in no way create glare problems to shoppers. Tenants' shop windows and signs must be lit, even when the shops are closed, thus creating attractive conditions for window shopping. These lights shall be metered on the Tenant's distribution board and will be controlled by the centre, with a time switch. All additional lighting to be shown on the tenant's electrical drawing submission to ensure any air-conditioning design takes into account the lighting heat load.

##### **6.2 SHOPFRONT DISPLAY LIGHTING**

Shopfront display lighting shall be of a high level for a minimum distance of 1 200 mm behind the shopfront line. The display lighting will be time switch controlled.

Lighting in display areas is to be shielded at eye level (1600mm AFFL) and shall not be visible from the external walkways, unless otherwise approved by the Landlord. Hours for operating display lighting shall be determined by the Landlord, or the respective management agent appointed by the Landlord.

### 6.3 INTERIOR GENERAL LIGHTING

General light fittings shall be glare free.

No bare fluorescent tubes will be used for general lighting, except in areas inaccessible to customers.

No strobe, spinner or chase type lighting will be permitted.

No light fittings for the Tenant's use will be fitted outside the lease line or on demising piers or walkway ceiling.

Emergency lighting will be installed inside the shop, in accordance with the applicable regulations and will be provided for, where necessary, by the Landlord. This will apply only where the standard light fitting is accepted.

### 7.0 TYPICAL SHOP SIGNAGE CONTROLS

#### 7.1 GENERAL

Signage is to be provided by the Tenant at his cost and forms an integral part of **THE GROVE**. Whilst the Landlord will take cognisance of the Tenant's wishes, the design of the signage shall conform strictly in accordance with the Landlord's requirements. All signage proposals must be submitted to the Tenant Co-ordinator and approved by the Architect whose decision shall be final and binding on all parties.

It is recommended that signage be incorporated as an integrally designed element of the shopfront and tenants are advised to consider this in conjunction with their shopfront designs prior to submitting their signage for approval. Additional cost and time delay can be incurred by late decision on the selection of signage.

Sign types and materials need not be limited to those recommended. It is the intent of these criteria to encourage creativity and individuality in sign design through the use of quality materials.

**IT MUST BE EMPHASISED THAT NO BOXED TYPE SIGNS WILL BE PERMITTED.**

At all times, the signage must be in keeping with the atmosphere and ambience of the

### THE GROVE.

#### 7.2 RESTRICTIONS

TENANT SIGNS WILL BE LIMITED TO TENANT'S TRADE NAME AS APPROVED IN THE LEASE AND NO ADDITIONAL DESCRIPTION AS TO THE TYPE OF BUSINESS OR TRADING HOURS WILL BE PERMITTED

The use of a crest, logo or other established corporate insignia is encouraged. Each Tenant is to provide at least 1 (one) illuminated sign to generate liveliness both day and night, in the position shown on the Tenant's approved documentation. The tenant shall provide a connection cable, minimum 3,0m long, for power connection by the Main Contractor, in position to be agreed by the Landlords Electrical Engineer. External signage is subject to approval by the Mbombela Local Authority. The tenant shall be responsible for all approvals, Environmental Impact Assessments or other such requirements that may be required by the Local Authority regarding signage installations.

#### 7.3 SIGNS, COMPONENTS AND DEVICES NOT PERMITTED

- a. BOXED OR CABINET TYPE SIGNS
- b. Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the exterior of the closure line
- c. Noisemaking
- d. Moving, rotating or flashing
- e. Odour producing
- f. Temporary signs on the shopfront, such as 'Special Offer', 'Sale', etc., are specifically prohibited
- g. Signs and displays which are moved into walkways during trading hours / sandwich boards.
- h. Signage fixed to the demising piers or demising bulkhead except that specifically provided by the Landlord for that purpose
- i. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed on any part of any storefront, except as specifically approved in writing by the Landlord

- j. All attachment devices, wiring, clips, transformers, lamps, tubes and other mechanisms required for all signs will be concealed
- j. No signage may project more than 150mm beyond the lease line

## 8.0 REGULATIONS GOVERNING TENANT WORKS ON SITE

In order to expedite the completion of Tenant shops with the least amount of inconvenience to all concerned, the following rules and regulations will be applicable to all. These regulations will be strictly enforced to ensure no interruption by Tenant contractors to other businesses, public malls or safety.

The Tenant will be entirely responsible for the security over the leased premises during the construction and fixture fitting period and shall take all necessary steps to secure the same. The Landlord shall have no liability for any loss or damage, including theft of building materials, equipment or supplies.

Tenant contractors and suppliers will be subject to restrictions, which may be imposed by the Landlord with regard to hours of work, scheduling and co-ordination of work. This will be controlled by the Tenant Co-ordinator.

It is the responsibility of the Tenant to ensure that his contractor exercised all caution in matters relating to public and construction safety. The Landlord may, from time to time, issue instructions to a Tenant’s contractor in this regard and these instructions must be strictly adhered to.

The Tenant’s contractors will be required to pass the site safety induction programme by the main contractor. It is the Tenant’s sole responsibility to protect all work within his leased premises and to protect all centre works and finishes that may be affected by construction within these premises. All work and construction materials must be confined within the limits of the leased premises. Any deliveries to the leased premises across walk way must be made on dollies with rubber tyres. Due care for all other finished surfaces must, likewise, be exercised.

Any centre works damaged by the Tenant’s contractor shall be made good at the Tenant’s cost. This work will be carried out by the landlord’s contractor and charged for at a rate determined by the Quantity Surveyor.

Access to the leased premises for both construction personnel and materials shall be restricted to such entrances and services corridors as shall be designated for each Tenant’s use prior to commencement of construction. The Tenant must consult with the Tenant Co-ordinator to obtain entrance locations and timing of material deliveries. The Tenant must take out all necessary insurances for the insurance of the works prior

prior to Beneficial Occupation, accidental injury or death of workers, public liability, etc. Advice on this aspect can be obtained from the Tenant Co-ordinator.

No instructions may be given by the Tenant to the Main Contractor. Requests can be made via the Tenant Co-ordinator, if this is deemed necessary.

The Tenant must inspect the premises thoroughly before taking beneficial occupation thereof and signed acceptance of these premises must be lodged with the Tenant Co-ordinator, which will constitute official handing over to the leased premises to the Tenant. Commencement of any work, prior to the above signature, will be construed as acceptance of the premises and handover will be recorded as the date of occupation of the shop. The Tenant is to carry out his internal construction work in strict accordance with the approved submission and construction may only proceed after the Tenant has submitted to the Tenant Co-ordinator, the following items:

- a. Approved drawings from the Local Authority
- b. Acceptable evidence of insurance cover
- c. A set of approved drawings must be displayed on the leased premises for the duration of the construction period for reference by the Landlord
- d. A construction programme indicating start and completion dates for their work

The Tenant Co-ordinator will liaise with the Tenant with regard to beneficial occupation dates of his premises. The Tenant must make every effort to meet the opening day, as established by the Landlord.

### **IT IS THE RESPONSIBILITY OF THE TENANT TO ARRANGE FOR THE REMOVAL OF ALL CONSTRUCTION RUBBLE FROM THEIR LEASED PREMISES.**

NOTE: All rubble resulting from Tenant Construction work must be removed from site daily by the Tenant. Should this not be done, it will be removed by the Main Contractor and the cost charged to the Tenant.

The Tenant shall maintain a suitable portable fire extinguisher at all times during construction in compliance with the Local Authority.

**9.0 TENANT DESIGNER CHECKLIST**  
TO BE COMPLETED AND SUBMITTED WITH DRAWINGS

**CHECK**

**1.0 LAYOUT OF WALLS AND PARTITIONS**

1. Specific type and dimension fully with lengths, heights and thickness

**2.0 FINISH TO WALLS OR PARTITIONING**

1. Type of plaster
2. Type and colour of paint
3. Type of colour of vinyl or wallpaper (check on availability)
4. Type and colour of skirtings
5. Above ceiling security

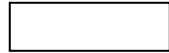
**3.0 DOORS, FRAMES, ETC**

1. Dimensioned positions of doors, indicating door swings or sliding doors
2. Size of doors
3. Type of doors
4. Finish to doors (if painted, specify colour)
5. Type of door frame required with details, if necessary
6. Glazed section in walls or partitions - fully dimensioned and detailed
7. Details of any other openings, e g, sliding hatches, etc
8. Door furniture: Type - catalogue numbers, finish (check on availability)

**4.0 FLOOR FINISHES**

1. Specify type and colour
2. Vinyl asbestos or vinyl tiles
3. Carpet
4. Ceramic / Porcelain tiles
5. Granolithic, etc

<div style="border: 1px solid black; width: 60px; height: 25px; margin: 0 auto;"></div>	<b>5.0</b>	<b>CEILING PLAN</b>	<ol style="list-style-type: none"> <li>1. Height above finished floor</li> <li>2. Any step in ceiling</li> <li>3. Materials</li> <li>4. Grid of suspension tees</li> <li>5. Position of lights and lytespan tracks</li> </ol>
<div style="border: 1px solid black; width: 60px; height: 25px; margin: 0 auto;"></div>	<b>6.0</b>	<b>PLUMBING</b>	<ol style="list-style-type: none"> <li>1. Dimensioned positions of all sanitary fitting required. Consult Landlord's Architects on possible positioning</li> <li>2. Details of fittings - catalogue numbers and size</li> <li>3. Drainage, venting, anti-syphonage to the above</li> <li>4. Any other equipment which requires drainage or venting, e.g. refrigeration equipment</li> <li>5. Hot water geyser - type and size</li> </ol>
<div style="border: 1px solid black; width: 60px; height: 25px; margin: 0 auto;"></div>	<b>7.0</b>	<b>HEAVY LOADS</b>	<ol style="list-style-type: none"> <li>1. Size, weight and position</li> <li>2. Proposed method of transport and route taken to install</li> </ol>
<div style="border: 1px solid black; width: 60px; height: 25px; margin: 0 auto;"></div>	<b>8.0</b>	<b>ELECTRICAL</b>	<ol style="list-style-type: none"> <li>1. Dimensioned positions in plan and height of all outlets for electricity, telephone and intercom</li> <li>2. Specify type of outlets</li> <li>3. Lighting layout to be shown on the ceiling plan, indicating electrical capacities</li> <li>4. Any special connections for display lighting or shopfront lighting</li> <li>5. Position for distribution board</li> <li>6. Indicate switching requirements for lights</li> <li>7. Dimensioned positions, accurate details and electrical capacities of other equipment which may require special electrical connections, e.g. cooking equipment, waste disintegrators, refrigeration equipment, compressors, PABX, etc</li> </ol>
<div style="border: 1px solid black; width: 60px; height: 25px; margin: 0 auto;"></div>	<b>9.0</b>	<b>AIR CONDITIONING</b>	<ol style="list-style-type: none"> <li>1. Specific internal temperature and humidity conditions that are required to be maintained</li> <li>2. Specific tolerances required</li> <li>3. Specific any areas that are to be mechanically ventilated</li> <li>4. Specific any heat generating equipment and show their positions</li> <li>5. Specific the lighting load if deviated from standard specification</li> <li>6. Specific any sound level requirements</li> <li>7. Specific any air distribution diffuser colour requirements</li> <li>8. Dimension the position of the air conditioning controller</li> </ol>

**10.0 SIGNAGE**

1. Signage is to be in strict accordance with the enclosed criteria.
2. All signs are to be approved by the Landlord's Architects before erection
3. Signage submission is to be on 'A' size sheets
4. Location of sign on plan and in elevation (which is to indicate the approved shopfront)
5. Details of construction and fixing are to be shown
6. Material and colours are to be noted on drawings
7. Four copies of each drawing, one of which is to be coloured up and submitted to the Tenant Co-ordinator
8. Position of fire man's switch if required
9. The number of the shop is to appear on the drawing

**11.0 ANY OTHER SPECIAL REQUIREMENTS**

1. Gas Installation. The Tenant is to ascertain the requirements of the local Fire Department and obtain approval of the position for storage of gas bottles. This position must first be discussed and agreed with the Architects. The Tenant will be responsible for all costs associated with the gas installation and storage of bottles and for approval of appliances by the Fire Department.

**10.0 RELEVANT AUTHORITIES AND PROJECT PERSONNEL**

**10.1 RELEVANT AUTHORITIES**

It is the Tenant’s responsibility to ensure that all Tenant work must comply with and be approved by the relevant authorities

**PLANS APPROVAL**

Town Planning Department  
Mbombela Local Municipality  
P O Box 45  
Nelspruit  
1200  
Tel: 031 – 795 9111

**FIRE DEPARTMENT**

Fire Department  
Mbombela Local Municipality  
P O Box 45  
Nelspruit  
1200  
Tel: 013 – 7592131

**HEALTH DEPARTMENT**

Health Department  
Mbombela Local Municipality  
P O Box 3333  
Nelspruit  
1200  
Tel: 013 759 8502  
Contact: Mr Pier Van Brakel (cell 083 462 1513)

**10.2 PROJECT PERSONNEL****CLIENT REPRESENTATIVES****RDI Devco One (Pty) Ltd**

Postal Address: PO Box 1341, Parklands, 2121  
 Tel: 011 – 550 6900  
 Contact: Messrs. Hugo Stroud/ Brian Bodys

**10.3 CONSULTANTS****ARCHITECTS****Stauch Vorster Architects (Gauteng) (Pty) Ltd**

Private Bag X 60 000  
 Houghton, 2041  
 Tel: 012 – 343 5093  
 Contact: Messrs. Graeme Faller

**ELECTRICAL ENGINEERS****Taemane**

P O Box 2422  
 Rivonia, 2128  
 Tel: 011 – 608 5000  
 Contact: Miss Colleen Van Zyl

**HVAC DESIGN & SUPPLY CONTRACTORS****C3 Consulting**

P.O.Box 1685  
 Brooklyn Square, 0075  
 Tel: 011 -608 1851  
 Contact: Willem van der Westhuyzen

**TENANT CO-ORDINATOR****Coffey Projects (Africa) (Pty) Ltd**

Postal Address: P.O.Box 652194, Benmore 2010  
 Tel: 011 – 656 0950  
 Contact: Ms Cara Heinzelmann

**QUANTITY SURVEYORS****Norval Wentzel Steinberg**

P O Box 55048  
 Northlands, 2116  
 Tel: 011 – 804 6122  
 Contact: Mr Frans Steenkamp

**FIRE CONSULTANTS****Charles Pein & Partners**

PO Box 111  
 Persiquor, Centurion, 0020  
 Tel: 011 949-2754  
 Contact: Trevor Larkin

**STRUCTURAL ENGINEERS****L & S Consulting (Pty) Ltd**

P O Box 1546  
 Randburg, 2125  
 Tel: 011 – 463 4020  
 Contact: Mr Anko Griffioen

**PROJECT MANAGERS****Coffey Projects Africa (Pty) Ltd**

P.O.Box 652194,  
 Benmore 2010  
 Tel: 011 -656 0950  
 Contact: Mr. Vaughan Davies

**11.0 ACCEPTANCE DECLARATION**

I/We the undersigned, do hereby declare that a copy of the Tenant Criteria Document for **THE GROVE**, together with a copy of Tenant Designer Checklist, has been handed to me / us by the Tenant Co-Coordinator and all the conditions therein and their implication have been explained to me/us.

I/We do further declare that I/We accept all the conditions imposed by the Tenant Criteria Document.

**SIGNED**

.....

**DATE**

.....

**WITNESSED**

**1.**

**SIGNED**

.....

**DATE**

.....

**2.**

**SIGNED**

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**DATE:**

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