

LEASE

THIS AGREEMENT OF LEASE ("Lease") is made and entered into this 4th day of September, 2020 by and between BECKNELL DEVELOPMENT L.L.C., an Illinois limited liability company, hereinafter called "Lessor", and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company, hereinafter called "Lessee".

WITNESSETH:

1. **PREMISES; PARKING:** (a) Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee and upon the conditions hereinafter set forth, does hereby lease to Lessee certain premises consisting of a 471,205 total square foot building (the "Building") to be constructed on certain real property located at 17505 W. Thomas Road, Goodyear, Arizona (the "Land"; the Building and Land are sometimes hereinafter referred to collectively as the "Premises"), all as more particularly shown and described on Exhibits "A" and "A-1" attached hereto and incorporated herewith.

(b) During the Term (as defined below), Lessee and its agents, employees, invitees, and customers shall have the exclusive right to use the parking areas and spaces located on the Premises. Access shall be provided to the Premises from a public right of way or easement. A dedicated, controlled entrance for truck traffic will be provided for Lessee's use along with a minimum of 63 trailer parking spaces secured with fencing. Lessee will have 24/7, 365 days use and access of the Premises including the roof, provided, however, that: (i) any such access or use of the roof by Lessee shall not adversely affect the structural integrity of the roof; (ii) Lessee shall not penetrate the roof membrane without first obtaining Lessor's prior consent, such consent not to be unreasonably withheld, conditioned, or delayed; and (iii) any access or use of the roof shall not void the roof warranty. Notwithstanding the foregoing language, Lessor expressly acknowledges and agrees that Lessee's access to and use of the roof for Lessee's refrigeration units, including any and all maintenance of such units, will not be deemed a violation of Subsections (ii) or (iii) above, if consent is requested as provided.

2. **CONSTRUCTION:** Upon the execution of this Lease, Lessor shall proceed to construct all of the Lessor's Work as defined in the Work Letter attached hereto and incorporated herewith as Exhibit "B" (the "Work Letter") and comprised of the completion of those improvements set out in Section 2 thereof, pursuant to and in accordance with the Final Plans and Specifications (as defined in the Work Letter) and the terms and conditions contained in this Lease and in the Work Letter.

3. **TERM; SURRENDER:**

(a) This Lease shall be effective as of the date hereof, however the term of this Lease shall commence on the date Lessor has Substantially Completed Lessor's Work (the "Commencement Date") , and shall extend for a period of fifteen (15) years from the last day of the calendar month in which the Commencement Date falls, unless the Commencement Date falls on the first (1st) day of a calendar month in which case the term shall extend for a period of fifteen (15) years therefrom ("Initial Term"). For purposes of this Lease, the word "Term" shall mean the Initial Term and any Renewal Term, as defined and set forth below. For the purpose of better evidencing the Commencement Date, Lessor and Lessee shall execute an addendum to this Lease setting forth the same.

(b) Upon either the expiration of the Term or the termination of this Lease, Lessee shall immediately surrender the Premises to Lessor in broom clean condition, expressly except for ordinary wear and tear, casualty and condemnation damage and repairs that are the obligation of Lessor hereunder. Lessee shall remove Lessee's Property (defined below) therefrom and such Alterations to the Premises made by Lessee as may be specified for removal pursuant to Section 11 of this Lease, and repair any damage caused by such removal, at Lessee's sole cost and expense. Lessee's inventory, trade fixtures, partitions, furniture, office equipment, warehouse equipment and other movable items paid for by Lessee ("Lessee's Property"), shall remain the property of and be removed by Lessee upon the expiration or earlier termination of this Lease. Lessor expressly subordinates any liens it may have (whether contractual, statutory, or constitutional, arising under common law, or otherwise) on Lessee's Property located at

the Premises from time to time. Lessee shall surrender to Lessor any and all keys, access cards, computer codes or any other items used to access the Premises.

4. **RENT; ALLOWANCE:**

(a) During the Initial Term, Lessee shall pay to Lessor at the address stated herein, or to such other person or at such other place as Lessor may designate in writing, base rent as shown in the schedule attached hereto and incorporated herewith as Exhibit "C" ("Base Rent"). Base Rent and Additional Rent (as defined below) are sometimes hereinafter referred to collectively as the "Rent." Except as otherwise expressly provided in Exhibit "C" attached hereto, Rent shall be paid in monthly installments on or before the first day of every month during the Term without demand. If the Commencement Date happens to fall on a day other than the first day of a calendar month, then for the first partial month in which a full Rent payment is due hereunder, Lessee shall pay a Rent payment prorated on a per diem basis.

If Lessee does not pay a Rent payment, or any other sum due and owing hereunder, in full within five (5) days following the due date thereof, a fifteen percent (15%) late fee shall be paid by Lessee to Lessor in addition to the Rent, or other installment due under this Lease. Any installment of Rent and any other sum due from Lessee under this Lease which is not received by Lessor within five (5) days following the due date thereof, shall bear interest from the date such payment was originally due under this Lease until paid at an annual rate equal to ten percent (10%) per annum.

In addition to the Base Rent, Lessee shall pay to Lessor each month and with each payment contemplated hereby as "Additional Rent" a sum equal to any sales or use tax, franchise tax, tax on rentals, and any other charges, taxes and/ or impositions, now in existence or hereafter imposed by any governing body based upon the privilege of renting the Premises or any portion thereof or upon the amount of rent collected therefor. Nothing herein shall, however, require Lessee to pay any part of any federal and State income or inheritance taxes imposed upon Lessor.

(b) Provided Lessee is not in default of any of the terms and conditions of this Lease, and subject to the terms and conditions herein, Lessor shall make available an

allowance of Two Million Eight Hundred Twenty-Seven Thousand Two Hundred Thirty and 00/100 Dollars (\$2,827,230.00) (the "Improvement Allowance"), to be used by Lessee for (i) improvements that benefit the Premises and/or Building, subject to written approval of Lessor of the plans and specifications, which approval shall not be unreasonably withheld or delayed (the "Tenant Improvements"), (ii) the cost of Lessee's FF&E (as defined in the Work Letter), including without limitation, the installation thereof, and (iii) any additional cost related to change orders with respect to Lessor's Work, in accordance with the terms and conditions of the Work Letter. The Tenant Improvements shall be completed in a good and workmanlike manner, lien-free, and in compliance with all applicable federal, state, and local codes and laws. At all times, Lessee shall cause any of its contractors, subcontractors, and materialmen, or employees and agents of such contractors, subcontractors, or materialmen, and Lessee (in the case of Lessee's employee(s)) that is/are working on the Tenant Improvements to comply with the insurance requirements of Section 14(b)(vii) herein. Provided that Lessee is not in default of any of the terms and conditions of the Lease, Lessor shall disburse the Improvement Allowance to the contractors, subcontractors or suppliers performing the work associated with the Tenant Improvements as directed by Lessee in writing, or to Lessee if Lessee directly paid a contractor, subcontractor or supplier, within ten (10) business days following Lessor's receipt of releases and lien waivers, in form and substance reasonably satisfactory to Lessor, executed by the contractors, subcontractors or suppliers with respect to such labor, materials and suppliers in connection with the Tenant Improvements, and proof of payment in cases where the Improvement Allowance is to be disbursed directly to Lessee. Such disbursements shall only be made once per month and in minimum increments of not less than Ten Thousand Dollars and No/100 (\$10,000.00) with the exception that the final disbursement may be made in a lesser amount. The parties acknowledge that the Improvement Allowance is expressly limited to the amount set forth above and is already included in the Base Rent set forth hereunder, and agree that Lessee shall be solely responsible for any costs in excess thereof. Furthermore, the parties hereby acknowledge and agree that the Improvement

Allowance, and Lessor's obligation to disburse thereof, shall be in effect only during the first six (6) months of the Initial Term, after which time any portion of the Improvement Allowance not disbursed, and the obligation to disburse any additional portion thereof, will become null and void. Any unused portion of the Improvement Allowance shall not be credited to Lessee, or otherwise available to offset against Rent. The parties acknowledge and agree that all terms and conditions of this Lease, including the Work Letter which is herein incorporated and the terms of which prevail, governing Lessor's Work, including, without limitation, the Warranty (as defined in the Work Letter), the completion of Lessor's Work, and the quality of Lessor's Work, shall apply to any change order work that is a part of Lessor's Work, even if some or all of the additional costs associated with such change order work are applied to the Improvement Allowance.

5. **UTILITIES**: Lessee shall pay directly to the applicable utility providers all charges for heat, electricity, and other public utilities incurred by the Lessee in the use of the Premises, including sewer user fees and sanitary charges.

6. **SUBORDINATION**: This Lease is automatically subject and subordinate to all ground or underlying leases or mortgages now or hereafter covering the Premises, the Building or the Land, or any renewals, modifications, consolidations, replacements or extensions thereof and all advances thereunder, without regard to the time or character of such advances, together with interest thereon, and all other encumbrances and matters of public record applicable to the Building as of the date of this Lease, including without limitation, any reciprocal easement or operating agreements, ground or underlying leases, covenants, conditions and restrictions and Lessee shall not act or permit the Premises to be operated or used in violation thereof. Following the date of this Lease, Lessor shall not encumber the Premises in any way that would materially and adversely impact or materially increase the cost of Lessee's use of the Premises as permitted by the terms and conditions of this Lease without first obtaining Lessee's prior written consent, such consent to not be unreasonably withheld, conditioned or delayed. The foregoing provisions of this Section 6 shall be self-operative and no further instrument of subordination shall be required; provided, however, that subordination

of this Lease to any present or future mortgage or deed of trust shall be conditioned upon the mortgagee, beneficiary, or purchaser at foreclosure, as the case may be, executing a subordination, non-disturbance and attornment agreement ("SNDA") agreeing that Lessee's occupancy of the Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure of such mortgage or trust deed, as the case may be, so long as Lessee is not in default under this Lease. As a condition to the Commencement Date of this Lease, Lessor shall provide Lessee with an SNDA executed by any existing mortgagee in a form reasonably acceptable to Lessor and Lessee. Within ten (10) days following receipt of a written request from Lessor, Lessee shall execute and deliver to Lessor an SNDA, to confirm the subordination of this Lease.

7. TAXES, INSURANCE, EXPENSES:

(a) Beginning on the Commencement Date, in addition to all other amounts set forth in this Lease, Lessee shall pay to Lessor as "Additional Rent", Lessee's pro rata share of the total real estate taxes assessed, imposed or levied on the Premises during the Term. Such Additional Rent shall be prorated to reflect the actual Term of this Lease during the first and last lease years. Should the State of Arizona or any political subdivision thereof, or other governmental authority having jurisdiction over the Premises, specifically impose a tax, assessment, charge or fee or specifically increase a then existing tax, assessment, charge or fee which Lessor shall be required to pay, either by way of substitution for such real estate taxes or imposition of an income or franchise tax or tax on rents in addition to or as a substitution for a general tax levied against the same, such taxes, assessments, charges or fees shall be deemed to constitute a real estate tax hereunder to the extent such taxes are in substitution therefor or in addition thereto. In the case of special taxes or assessments which may be payable in installments, only the amount of each installment paid during a calendar year shall be included in taxes for that year. Interest due on any real estate tax resulting from late payment shall not be included in real estate taxes for the purpose of this Section 7(a) unless such late payment was caused by Lessee's late payment of Lessee's pro rata share of taxes hereunder. In addition, Lessee shall pay to Lessor, as Additional Rent, Lessee's pro rata share of

Lessor's reasonable costs and expenses (including reasonable attorneys' fees) in contesting or attempting to reduce any taxes related to the time period of the Term hereof, but only to the extent of the actual reduction or refund achieved. Lessee's obligation to pay real estate taxes hereunder shall be reduced by any recovery or refund received of real estate taxes previously paid by Lessor, provided such refund relates to taxes paid during the Term. If no further amounts are due from Lessee, Lessee shall be refunded such amount within thirty (30) days after Lessor's receipt of such amounts. Lessee acknowledges that Lessee is responsible for Lessee's share of the above described real estate taxes as they are assessed during the Term, not as they become due and payable. In states where real estate taxes are paid in arrears, this means that such real estate taxes that are assessed during the Term may not become due and payable until the following calendar year. Accordingly, in the event that such real estate taxes are paid in arrears, then Lessor's determination of Lessee's share of the real estate taxes as set forth herein shall be based on the likely actual amount that will be assessed during the Term, regardless of when they are paid. Lessee acknowledges that Lessor's estimates may be based upon assessed values not yet known. Furthermore, Lessee agrees that the reconciliation of such real estate taxes may be delayed beyond the deadlines and dates set forth herein if the actual bill for the prior Subject Year (as defined below) has not yet been issued. Once the bill is issued, the parties agree to reconcile and true-up such real estate taxes within a reasonable time thereafter, not to exceed thirty (30) days. Lessor shall pay the bill for such real estate taxes directly to the taxing authority, and Lessee shall reimburse Lessor Lessee's proportionate share as part of Lessee's payment of Additional Rent. Lessor and Lessee acknowledge and agree that Lessee's obligation to pay for Lessee's share of such real estate taxes that were assessed during the last year of the Term, but will not become due and payable until after the expiration or earlier termination of the Term, as well as Lessor's obligation to refund any overpayment to Lessee, shall nevertheless survive such expiration or earlier termination of this Lease and be paid by the respective party. In addition, upon ten (10) days prior notice to Lessor, Lessee shall have the right, at its own cost and expense, to seek an abatement of or otherwise contest

the validity or amount of real estate taxes assessed upon the Premises, the Land or the Building and/or other improvements constructed on the Land; provided that Lessee shall be entitled to offset its costs and expenses so incurred to the extent of any actual reduction or refund achieved. In the event Lessee seeks abatement or contests taxes as set forth in this Section, Lessee shall: (i) ensure that neither the Premises, nor any rent therefrom, nor any part thereof, or interest therein shall be in danger of being sold, forfeited, attached or lost; and (ii) furnish such security, if any, as may be required in the proceedings by the applicable taxation authorities or as may be reasonably required by Lessor, as applicable.

(b) Beginning on the Commencement Date, Lessee shall also pay to Lessor as Additional Rent in every year of the Term, Lessee's pro rata share of the expenses incurred by Lessor for the insurance maintained by Lessor under Section 14(c).

(c) Beginning on the Commencement Date, Lessee will pay to Lessor as further Additional Rent in every year of the Term, Lessee's pro rata share of the costs of operating, maintaining, managing, protecting and repairing the Premises (such amounts to be paid by Lessee, being "Operating Expenses"). Operating Expenses to be reimbursed by Lessee include, without limitation, gardening and landscaping maintenance costs, Permissible Association Assessments (as defined below), if any, property management fees (not to exceed 2% of Base Rent), parking lot sealing and restriping costs, costs of repairs to curbs, sidewalks, drainage and lighting facilities, as may from time to time be necessary, painting costs, caulking costs, lighting costs, sanitary control costs, and the costs of snow plowing and the removal and treatment of snow and ice. For purposes of this Lease, "Permissible Association Assessments" shall mean, collectively, any owners association assessments, charges, or fees of any kind, including without limitation annual, common area, or special assessments levied or collected by any owners' association, including without limitation, PV303 West Commercial Community, Inc., an Arizona nonprofit corporation, or any successor association or corporation, or pursuant to the PV303 West Master Covenant (Commercial) recorded as Document Number 20170925227 of the Official Records of the Maricopa County Recorder, as the same may be amended from time to time, provided that the foregoing are assessed for time periods

occurring during the Lease Term, are a legal obligation of the Premises, and arise out of or relate to improvements that directly benefit the Premises. Any association assessments as above described, other than Permissible Association Assessments shall be paid in a timely manner by Lessor and shall not be included in Operating Expenses to be paid by Lessee. Subject to Lessee's obligations to reimburse as part of Operating Expenses as provided herein, Lessor agrees to pay any such Permissible Association Assessments before they become delinquent and indemnify and hold harmless Lessee, its officers, directors, members, managers, shareholders, affiliates, subsidiaries, parent companies, partners, lenders, and mortgagees, and their respective successors and assigns from and against any and all claims, collection efforts, and charges, fines, fees, or other penalties against Lessee or the above-described Lessee parties arising from any delinquent Permissible Association Assessments, including without limitation, any and all attorney fees and legal costs and expenses of such Lessee parties related to defense against any such claim or collection. Lessor furthermore agrees to promptly notify Lessee of any notice or communication of any kind from any owners' association or other entity regarding the collection or assessment of any assessments, charges, or other fees of any kind. This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this Lease.

Operating Expenses to be reimbursed shall also include the costs of repairs, replacements and maintenance of the parking lot and pavement (including, without limitation, access drives, aisles, curbs, truck courts, and sidewalks), and the maintenance (but not the repair and replacement of) of the Structural Components (as defined below) and members. Notwithstanding the foregoing, the cost of any items that might be considered operating expenses, but that are capital in nature as determined under generally accepted accounting principles, shall hereinafter be referred to as "Capital Expenses", and to the extent that Capital Expenses do not involve any Structural Components or any other item for which Lessor is solely responsible for under the terms of this Lease, the entire cost of any such Capital Expenses shall be amortized on a straight-line basis over the useful lifetime thereof (as espoused by generally accepted accounting

principles, and which shall be 10 years for HVAC units and component parts) at an annual rate of seven percent (7%), and only the portion attributable to the Term shall be included in Operating Expenses (the "Amortized Portion of Capital Expenses"). Notwithstanding the foregoing, Lessee shall not be responsible for reimbursing Lessor nor shall any of the following items be included in Operating Expenses: (i) depreciation, expense reserves and other non-cash items; (ii) interest, late charges or penalties assessed to Lessor for failure to timely pay bills; (iii) attorneys' fees and costs; (iv) any and all expenses incurred in procuring, retaining, negotiating, amending, extending, administering, or terminating leases with any other existing or prospective tenants including without limitation, advertising costs, brokerage commissions, architectural engineering fees or legal fees; (v) any amounts payable under mortgages, deeds of trust or ground leases encumbering any or all of any part of the Premises; (vi) any and all costs, dues, fees, or assessments incurred as part of Lessor's Work under any public or private redevelopment agreements of any kind whatsoever, all of which, that exist or of which Lessor is aware are anticipated, planned, under negotiation, or pending, as of the date of this Lease, Lessor represents and agrees have been fully disclosed to Lessee (notwithstanding any of the foregoing to the contrary, for purposes of greater clarity, the parties agree that any future costs, dues, fees, or assessments under any such public or private redevelopment agreements that are not required to be paid in order to permit, construct and obtain a general certificate of occupancy for Lessor's Work, and which are not due and owing at the time of Lessor's Work, shall be included in Operating Expenses hereunder); (vii) salaries of Lessor's employees or agents or any of Lessor's general corporate overhead or general administrative expenses; (viii) marketing and advertising costs; and (ix) costs for alterations or work performed by Lessor to any other lessee's premises in or on the Premises, (x) repair and replacement costs of the roof, walls, support beams, concealed underground plumbing, foundations, and other structural components and members (provided, however, that if such repair and replacements are necessitated by Lessee's gross negligence or misuse, Lessee shall be responsible for the repair and replacement costs thereof); (xi) cost of repairs and replacements of any Warranty Items; (xii) costs incurred to

test, survey, cleanup, contain, abate, remove, or otherwise remedy asbestos-containing materials or Hazardous Materials from the Premises for which Lessee is not responsible; (xiii) repairs or replacements necessitated by the negligence or willful misconduct of Lessor, and (xiii) Capital Expenses other than the Amortized Portion of Capital Expenses. Notwithstanding the foregoing, in no event shall the Controllable Operating Expenses increase by more than four percent (4%) per lease year and on a cumulative basis (the "Controllable Operating Expenses Cap"). "Controllable Operating Expenses" shall mean all expenses set forth in this Section 7 other than the real estate taxes and any assessments to be paid by Lessee under this Lease, Capital Expenses over and above the Amortized Portion of Capital Expenses, insurance premiums, the costs of snow plowing, snow and ice removal and ice treatment, costs of utilities, and Permissible Association Assessments. For purposes of the foregoing, the parties agree that "cumulative" shall mean that to the extent in any lease year, Controllable Operating Expenses exceed the Controllable Operating Expenses Cap, such excess may be recaptured in subsequent lease years where the Controllable Operating Expenses are less than the Controllable Operating Expenses Cap, but not more than that lease year's applicable Controllable Operating Expenses Cap.

(d) It is intended that the Additional Rent described above and/or elsewhere in this Lease shall be paid as nearly as possible in equal monthly installments during the Term of this Lease. Accordingly, Lessor may notify Lessee of Lessor's reasonable estimate of the amount for which Lessee will be obligated hereunder and on the first day of the month after Lessor so notifies Lessee that Additional Rent is due hereunder. Lessee shall pay to Lessor a sum equal to 1/12th of such Additional Rent multiplied by the number of months which has passed during the year. Thereafter, Lessee shall pay 1/12th of such Additional Rent on the first day of each ensuing month including months in the succeeding year until a new determination has been made. Upon request from Lessee, Lessor will submit invoices and such backup dates to Lessee as reasonably necessary from time to time to enable Lessee to substantiate the computation and allocation of Additional Rent.

(e) As of the date hereof, Lessee's proportionate, or pro rata share is 100%.

(f) Within one hundred eighty (180) days after the end of each calendar year during the Term, Lessor shall, provide to Lessee a reasonably detailed statement ("Statement") setting forth the taxes, charges, fees, and other costs described above and in this Lease which were incurred during such calendar year ("Subject Year") and Lessee's pro rata share thereof. Provided that Lessee is not in default of any of the terms of this Lease, which default has not been cured beyond an applicable notice and cure period, within ninety (90) days after Lessee's receipt of the Statement, Lessee, or Lessee's authorized representative (subject to the qualifications set forth below), shall have the right to examine Lessor's books and records relating solely to the contents of the Statement at Lessee's sole cost and expense (except as otherwise provided below). Any audit or examination by Lessee shall only be performed by a certified public accountant, accounting professional or qualified employee of Lessee, paid, in any case, on a non-contingency fee basis. Such examination shall occur upon reasonable prior notice to Lessor at the place or places where such records are normally kept. Lessee may take exception to matters included in the Statement by sending written notice specifying such exception and the reasons therefor to Lessor no later than thirty (30) days after Lessee's examination of all such books and records. If Lessee takes exception to any matter contained in the Statement and the parties are unable to agree with respect to such matter within thirty (30) days after Lessee's notice under the immediately preceding sentence, the parties shall refer the matter to a mutually acceptable independent certified public accountant, whose certification as to the proper amount shall be final and conclusive as between Lessor and Lessee. Lessee shall promptly pay the cost of such certification, unless such certification determines that Lessee's pro rata share of such Additional Rent was overstated by more than ten percent (10%), in which case Lessor shall pay the cost of such certification as well as the commercially reasonable out-of-pocket costs incurred by Lessee in conducting Lessee's audit. Pending resolution of any such exceptions in the foregoing manner, Lessee shall continue paying Lessee's monthly payments of Additional Rent, subject to adjustment after any such exceptions are so resolved. If such certification determines that Additional Rent was overstated, Lessee shall receive a credit

for the amount of such overstatement against the next installment(s) of Base Rent and Additional Rent (or, if no further installments are due from Lessee or the further installments of Rent are less than the overstatement, the excess shall be paid by Lessor to Lessee within thirty (30) days after the certification).

8. **MAINTENANCE:** During the Term of this Lease, Lessee shall maintain the non-structural interior of the Building, including, without limitation, entrance doors and door jambs (both inside and outside), docks and dock systems, ceiling tiles, windows and window casings and sills (both inside and outside) and plate glass, and, except as specifically designated to be the responsibility of Lessor, shall be responsible for all maintenance of and repairs to the mechanical equipment, including the plumbing, heating, ventilating, air conditioning ("HVAC"), and electrical systems; provided, however, in the event that an HVAC unit or major component part thereof (such as the compressor) serving the Premises requires replacement (a) Lessee shall promptly notify Lessor of the need for such replacement, (b) Lessor shall perform such replacement at its cost and expense subject to inclusion in Operating Expenses as a Capital Expense pursuant to Section 7(c). Lessee shall also be responsible for semi-annual maintenance of the mechanical equipment, and will provide evidence of such maintenance on request of the Lessor. Lessee shall keep the Building in good, clean condition, and at the expiration or earlier termination of this Lease, Lessee shall deliver the Building in good order and condition, normal wear and tear excepted. Lessor shall maintain, repair and replace all portions of the Premises and surrounding grounds in good, safe and clean condition (including without limitation ice and snow removal) that are not otherwise the Lessee's responsibility under this Section 8, including without limitation all paved or concrete areas, pedestrian and parking areas, grounds and landscaped areas, subject to reimbursement from Lessee for maintenance, repair and replacement costs that are permitted to be included in Operating Expenses hereunder. Notwithstanding any provision in this Lease to the contrary, Lessor shall be responsible for making any repairs or replacements that are capital in nature and constitute Capital Expenses as defined in Section 7(c) of this Lease, subject to reimbursement from Lessee of the

amortized amounts of such repairs and replacements to the extent permitted to be included in Operating Expenses hereunder. In addition, Lessor shall maintain, repair and replace the Structural Components (as defined below) of the Building to keep same in good and safe condition during the Lease Term, all at Lessor's sole cost and expense, unless such repairs or replacements are from Lessee gross negligence or willful misconduct in which case Lessee's shall be responsible for the costs thereof. For purposes hereof, "Structural Components" shall mean the following components of the Premises: the footings and foundation, the floor slab and structural frame and supports of the Building, exterior walls (including masonry but excluding painting), sprinkler/life-safety systems, utility and sewer mains and lateral pipes, detention/retention systems and the roof system (including roof deck, roof membrane, and flashing), and the maintenance and repair of the Structural Components shall include without limitation correction of any construction defect or soil/subsurface condition including underground water. Further, Lessor shall be responsible, at Lessor's sole cost and expense, for making all repairs or replacements necessitated by the negligence or willful misconduct of Lessor or made to correct any Warranty Item. If Lessee or Lessor refuses or neglects to make repairs and/ or refuses to maintain or replace as required hereunder in a manner reasonably satisfactory to the other party, then Lessor or Lessee, as the case may be, shall have the right upon giving the other party fifteen (15) days written notice of the first party's election to do so (during which fifteen (15) day period the non-performing party shall have the opportunity and right to cure the default in question), to make such repairs or perform such maintenance or replacement on behalf of and for the account of the other party. In such event, the commercially reasonable, out-of-pocket costs of such work shall be paid for by the non-performing party within ten (10) days upon the non-performing party's receipt of the bill therefor.

9. **WASTE; ABANDONMENT; OWNERS ASSOCIATION:** Lessee shall not permit the accumulation of waste or refuse matter on the Premises. Lessee shall not abandon the Premises. Lessee shall be subject to all rules and regulations of any owners' or

condominium association to which the Premises is or may become subject, provided that any such rules and regulations may not materially and adversely impact or materially increase the cost of Lessee's use of the Premises and are applied uniformly to all parties.

10. **CONDITION OF PREMISES AND BUILDING:** On the Commencement Date, except as otherwise expressly provided in this Lease, the Premises will be in broom-clean condition, Lessor's Work will be Substantially Complete, and the mechanical systems, structural elements, roof and building systems of the Building will be in normal working condition.

11. **IMPROVEMENTS; ALTERATIONS; AND PERSONAL PROPERTY**

Other than Lessor's Work, Lessee shall make all initial improvements necessary for the operation of Lessee's Permitted Use (as defined below) at the Premises, subject to written approval of Lessor of the plans and specifications therefor, which approval shall not be unreasonably withheld or delayed. Any work to be completed by Lessee shall be done in a good and workmanlike manner, lien-free, and in compliance with all applicable federal, state, and local codes and all applicable laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, including, without limitation, all handicapped accessibility standards, such as those promulgated under the Americans With Disabilities Act (collectively, the "Laws"). All such initial improvements (excepting Lessee's Property) shall become the property of Lessor, and shall remain upon and be surrendered with the Premises on the expiration or earlier termination of the Term of this Lease, without compensation or credit to Lessee.

Lessee shall not make any alterations or installations of fixtures in or additions or improvements to the Premises ("Alterations"), or make any contract therefor, without, in each case, first procuring Lessor's written consent to the plans and specifications therefor, which consent shall not be unreasonably withheld or delayed; provided, however, that Lessee will not be required to obtain Lessor's prior written consent for Alterations that (i) cost less than \$50,000 per Alteration; (ii) do not affect the Land, any other tenant, any mechanical equipment, or the structural integrity of the Building; (iii) do not penetrate the pavement, roof or structural components of the Building; and (iv) do not require any

application to a political jurisdiction for rezoning, general plan amendment, variance, conditional use permit, architectural review approval, building permit or other similar municipal approval, all without first obtaining on each occasion Lessor's prior written consent (which consent will not be unreasonably withheld or conditioned, except as hereinafter provided to the contrary). At the time of giving such consent, Lessor shall advise Lessee whether Lessor will require Lessee to remove such Alterations upon the termination of this Lease; otherwise, Lessee shall not be required to remove any such alterations. All Alterations shall be performed in a good and workmanlike manner, lien-free, and in compliance with all Laws. All Alterations (except those required by Lessor to be removed hereunder) shall become the property of Lessor, and shall remain upon and be surrendered with the Premises on the expiration or earlier termination of the Term of this Lease, without compensation or credit to Lessee. Upon the expiration or earlier termination of this Lease, Lessee shall promptly remove all Alterations which are required to be removed as provided in this Lease, and repair any damage occasioned by such removal, and in default thereof, Lessor may effect said removals and repairs at Lessee's expense. All Alterations not removed by Lessee within fifteen (15) days following the receipt of a written request from Lessor shall become the property of Lessor.

12. **WAIVER OF SUBROGATION:** Lessor and Lessee each hereby waive any and all right of recovery, claim, action or cause of action against the other, its agents, directors, officers and employees for any loss or damage (including loss of use thereof) that may occur to the Premises or any improvements, or to the Building, Land, or any improvements thereto or any personal property of such party in the Premises or the Building by reason of fire, the elements or any other cause which is insured against under the terms of any insurance policies regardless of cause of origin including negligence of the other party hereto, its agents, directors, officers or employees. Such waiver also applies to any such loss that would, but for the deductible, be covered by such insurance policies.

13. **CONDEMNATION:** If the whole of the Premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the

Term hereby granted shall cease on the day prior to the vesting of title in such authority, or taking of possession, (whichever occurs first) and Base Rent and any other sums due and owing hereunder shall be paid and adjusted as of that day.

If a portion of said Premises, including the parking lot, shall be taken and, as a result thereof, there shall be such a major change in the character of the Premises as to prevent Lessee from using the same in substantially the same manner as theretofore used, then, and in that event, Lessee may either cancel or terminate this Lease as of the date when the part of the Premises so taken shall be required for such public purpose, or Lessee may continue to occupy the remaining portion, provided, however, Lessee shall give written notice to Lessor, within thirty (30) days after the date of such vesting of title, of Lessee's election hereunder. In the event Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the Base Rent and any additional sums due hereunder reserved to be paid hereunder shall be equitably reduced according to the amount and value of such remaining space; and provided further that Lessor shall, at Lessor's own expense (subject to Lessor's receipt of adequate condemnation award proceeds), promptly and with reasonable diligence (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements and other extraordinary conditions beyond Lessor's reasonable control) do such work as to make a complete architectural unit of the remainder of the Premises, and this Lease shall continue for the balance of its Term, subject to the terms and conditions herein stated.

The entire award for damages or compensation for the Premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding, in accordance with applicable law only, a claim for the value of any trade fixtures or personal property installed in the Premises by Lessee, moving

expenses, and in the case of a partial condemnation of the Premises, the cost or damage sustained by Lessee as a result of the interruption of or damage to Lessee's business so long as any such claim does not diminish what the Lessor is entitled to.

14. **LIABILITY INSURANCE:**

(a) Lessee and Lessor shall not do anything which will in any way impair the reasonable obligation of any policy of insurance upon the Premises.

(b) Lessee's Insurance. Lessee shall procure and maintain at Lessee's own cost and expense throughout the entire Term of this Lease:

(i) commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, \$1,000,000.00 personal /advertising injury, and \$2,000,000.00 products / completed operations aggregate, with all limits applying on a per location / per project basis. Such insurance shall provide coverage for bodily injury (including death and mental anguish), third-party property damage, products and completed operations, personal and advertising injury, independent contractors, host liquor liability, premises and operations, and an extended liability endorsement, providing contractual liability coverage (which shall include coverage for Lessee's indemnification obligations under this Lease). Such insurance shall include a separation of insureds endorsement, with such insurance also being primary and not contributing with any insurance maintained by Lessor;

(ii) automobile liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage on a per accident basis;

(iii) workers compensation insurance with limits of not less than the maximum amount allowed by statute and employers liability insurance in amounts not less than \$1,000,000.00 each employee by accident, \$1,000,000.00 each employee by disease, \$1,000,000.00 disease policy limit. Such coverage shall include a waiver of subrogation in favor of the Lessor;

(iv) umbrella/excess liability insurance written on a follow-form basis in excess of the commercial general liability, automobile liability, and employer's liability insurance

required herein with minimum limits of \$10,000,000 per occurrence and in the aggregate. Such insurance shall not be more restrictive than the underlying applicable insurance policy and must be endorsed or otherwise provide that the coverage provided by such insurance is primary to, and non-contributory with, any other insurance of Lessor Party, whether such other insurance is primary, excess, self-insurance, or on any other basis, and must cause the umbrella/excess liability coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under Lessee's commercial general liability, automobile liability, employers liability or umbrella/excess liability policies. Such umbrella/excess liability insurance must be maintained for the greater of the period under which a claim may be properly asserted under the applicable statute of limitations or repose;

(v) personal property insurance on an "all-risk" special cause of loss form covering all personal property in the Premises, including, but not limited to, Alterations, inventory, furniture, furnishings, trade or business fixtures, decorations, computers or electronics, cabling and equipment in an amount not less than the full replacement costs thereof and including coverage for sprinkler leakage, earthquake sprinkler leakage, leakage from any window or sill, and all other types of water damage, including bursting, leakage or stoppage of any pipes. It is understood by Lessee that Lessor will not carry insurance on, or be responsible for, any losses associated with Lessee's property.

(vi) business income and extra expense insurance with coverage not less than twelve (12) months of income and expenses, including all Base Rent and Additional Rent payable by Lessee under this Lease, and including a 365-day extended period of indemnity. Such coverage shall apply for all causes of loss included in Section 14(b)(v) of this Lease above.

(vii) All insurance required in this Section 14(b) shall be issued by insurance companies authorized to do business in the state where the Premises is located with an A.M. Best rating of A: VIII or better based upon the most recent issue of best's Insurance Guide. Any insurance required to be procured and maintained by Lessee shall not be subject to cancellation or material modification except after thirty (30) days prior written

notice to Lessor (with the exception of ten (10) days for non-payment of premium) through an endorsement to the insurance policy, or if such endorsement is not available, by Lessee's direct written notice to Lessor. Certificates of insurance for such policies, and copies of all endorsements, shall be deposited with Lessor on or before the date of this Lease, and again annually upon renewal thereof. Lessor, Lessor's designee, and any parent companies, subsidiaries, affiliates, employees, directors, officers, and shareholders, and Lessor's mortgagee, if any, collectively referred to as "Lessor Insureds," shall be included as an Additional Insured under the general liability, automobile liability, and umbrella liability policies required in this Section 14(b) via the CG 20 10 10 01 and CG 20 37 10 01 endorsements (or their equivalents). A waiver of subrogation shall be issued in favor of all Lessor Insureds. The insurance required in this Section 14(b) of the Lessee shall be primary insurance and shall not contribute with any insurance maintained by Lessor Insureds whether such insurance is primary, excess, self-insurance, or on any other basis. The deductible amount under all insurance policies required to be maintained under this Lease by Lessee shall not exceed \$25,000, unless Lessor provides prior written approval to the Lessee for a higher deductible. Lessor Insureds shall not be responsible for any deductible or self-insured retentions under insurance policies maintained by Lessee in connection with this Lease, and in no event shall the limits of any insurance policy limit the liability of Lessee under this Lease. If Lessee does not comply with the requirements of this Paragraph 14, Lessor may, at Lessor's option and at Lessee's expense, purchase such insurance coverage. The cost of such insurance shall be paid to Lessor by Lessee, as Additional Rent, within ten (10) days after demand.

(viii) Lessee shall require that contractors, subcontractors, vendors, and consultants entering the Premises maintain such insurance coverages and limits as appropriate for the parties scope of work, and that such parties maintain products and completed operations coverage under their commercial general liability insurance, whether by renewal, extended reporting provision, or otherwise, for the greater period under which a claim may be properly asserted under the applicable statute of limitations or

repose. Lessee shall require that Lessor Insureds be included as additional insureds under the commercial general liability and umbrella/excess liability insurance required of contractors, subcontractors, vendors, and consultants for ongoing operations and completed operations of contractors, subcontractors, vendors, and consultants performed in connection any Alterations or Tenant Improvements via the CG 20 10 10 01 and CG 20 37 10 01 endorsements (or their equivalents) which must: (i) provide at least as broad as the coverage afforded to the named insured thereunder; and (ii) not contain any limitation or exclusion due to the requirement of contractual privity between any such person or organization required to be included as an additional insured and the named insured.

(c) Lessor's Insurance. Lessor agrees to keep and maintain in effect during the Term (the costs of which are subject to reimbursement as part of Operating Expenses):

(i) Property insurance insuring the Building, including any existing improvements or alterations (including the Lessor's Work) as of the Commencement Date, against damage or destruction due to risks including fire, vandalism, and malicious mischief, sprinkler leakage, earthquake, pollution and/or flood in an amount not less than the replacement cost thereof, providing protection against those perils covered by a standard ISO Special Perils or All Risk insurance policy or its equivalent and with deductibles and endorsements at Lessor's discretion that are commercially reasonable and in line with similar deductibles and endorsements for other companies of similar size, kind, and quality of the Lessor.

(ii) One year of business interruption and loss of income and extra expense insurance insuring the same perils described in subsection (i) above and in such amount as will reimburse Lessor for loss of rent, in an amount equal to at least twelve (12) months of rent from the Premises.

(iii) Commercial general liability insurance covering bodily injury (including death) and property damage liability. Such insurance shall include coverage for premises and operations, products and completed operations, personal and advertising injury, fire legal liability and contractual liability coverage insuring all of

Lessor's indemnity obligations under this Lease. Such coverage shall have a minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, and umbrella coverage covering general liability and workers' compensation in the amount of Four Million Dollars (\$4,000,000). All such policies shall be endorsed to add Lessee as an additional insured. All such insurance shall be primary and non-contributing as regards any other insurance or self-insurance programs afforded to Lessee, shall provide for the severability of interests of insureds, and shall be written on an "occurrence" basis.

(iv) Workers' Compensation insurance as required by statute, and Employers Liability insurance in amounts not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) policy limit for bodily injury by disease; and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

(v) All such insurance shall be carried under policies issued by an insurance company authorized to do business in the State of Arizona with an A.M. Best rating of A or better, and provide that said insurer or landlord shall endeavor to provide thirty (30) days prior notice if coverage is materially changed, canceled or permitted to lapse. In addition, Lessor shall name Lessee as additional insureds under Lessee's Commercial General Liability Insurance, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date (or the date of any earlier entry or occupancy by Lessee), and thereafter, prior to the expiration of each such policy, Lessor shall furnish Lessee with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Lessee), evidencing all required coverages, and that with the exception of Workers' Compensation insurance, such insurance is primary and non-contributory. At Lessor's option, such insurance may be carried under any blanket or umbrella policies that Lessor or Lessor's affiliate has in force for other buildings and projects, the cost of which will be reasonably and equitably allocated by Lessor to the Building and such other buildings and projects. In addition, Lessor may at Lessor's sole option and cost carry such other insurance as Lessor may elect, provided that the costs of such optional insurance shall

not be included in Operating Expenses. Lessor shall not be obligated to insure, and shall have no responsibility whatsoever for any damage to, any furniture, machinery, goods, inventory or supplies, or other personal property or trade fixtures which Lessee may keep or maintain in the Premises.

15. **INDEMNIFICATION**: Lessee agrees to indemnify and save harmless Lessor and Lessor's agents, representatives, employees, officers, directors, members, managers, shareholders, affiliates, subsidiaries, parent companies, partners, lenders, mortgagees, contractors, and Lessor's and such Lessor-related parties' respective successors and assigns (collectively, the "Lessor Parties"), from and against all claims of whatever nature to the extent arising from (a) any act or omission or negligence of Lessee or Lessee's agents, representatives, employees, officers, directors, members, managers, shareholders, affiliates, subsidiaries, parent companies, partners, lenders, mortgagees, invitees, licensees, subtenants and contractors, and Lessee's and such Lessee-related parties' respective successors and assigns (collectively, the "Lessee Parties"), for personal injury or damage to the property of any person in or about the Premises, unless such claims arise from any negligence or willful misconduct of Lessor or any Lessor Parties, or (b) Lessee's breach of any of its obligations or express representations or warranties under this Lease. This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this Lease, and shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

Lessor agrees to indemnify and save harmless Lessee and the Lessee Parties from and against all claims of whatever nature arising from (a) any negligence or willful misconduct of Lessor or any Lessor Parties for personal injury or damage to the property of any person occurring in or about the Premises, unless such claims arise from any act, omission, or negligence of Lessee or any Lessee Parties, or (b) Lessor's breach of any of its obligations or express representations or warranties under this Lease. This indemnity and hold harmless agreement shall survive the expiration or earlier termination of this

Lease, and shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

16. **ASSIGNMENT**: Lessee agrees not to assign, sublet, or in any manner transfer this Lease, in whole or in part, without the previous written consent of Lessor in each instance, which consent shall not be unreasonably withheld or delayed. Any such assignment or subletting without Lessor's consent shall be void and of no force or effect. Notwithstanding the foregoing, Lessee shall have the right to sublease all or a portion of the Premises or assign this Lease to an affiliate, commonly controlled, parent or wholly-owned direct or indirect subsidiary company or to a successor entity into which or with which Lessee is merged or consolidated or which acquires substantially all of Lessee's assets or property without Lessor's consent, provided Lessor is given written notice within fifteen (15) days following said sublease or assignment. Any transfer or assignment by Lessee (including, without limitation, an assignment or sublease under the immediately preceding sentence) shall in no event release Lessee from any liability or obligation hereunder unless agreed to otherwise by Lessor in writing and at Lessor's sole and absolute discretion. Lessor may freely assign Lessor's interest hereunder at any time during the Term of this Lease; however, only if any such assignee has agreed in writing prior to such assignment to assume Lessor's obligations under this Lease.

17. **ACCESS BY LESSOR**: Lessor reserves the right to enter upon the Premises at all reasonable business hours upon reasonable prior notice to Lessee for the purpose of inspecting the same, or of making repairs, or to exhibit the Premises to prospective purchasers; provided, however, that in the event of an emergency, including, without limitation, a property, life or public safety emergency, no such notice shall be required before Lessor may exercise Lessor's access rights hereunder. Unless this Lease is renewed as provided for herein, during the last two hundred seventy (270) days of the Initial Term or any Renewal Term, Lessor shall have the right to exhibit the Premises to prospective tenants; however, only during reasonable hours and after proving at least one (1)

business days' prior notice to Lessee. All such access shall be accorded to Lessor without unreasonable hindrance by Lessee.

18. **DAMAGE OR DESTRUCTION**: In the event the Premises shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, Lessor shall promptly restore the Premises, provided, however, that Lessor shall have no such obligation to restore the Premises if (i) Lessor does not obtain all insurance proceeds for the restoration; (ii) if a lender requires that the insurance proceeds be applied to debt rather than restoration; or (iii) if Lessor does not receive the necessary building permits for such restoration. Base Rent and any other sums due and owing hereunder shall abate on a per diem basis during any period of restoration, beginning with the date of such damage or destruction.

In the event the Premises shall be damaged as aforesaid but are not thereby rendered untenable, and Lessor is otherwise obligated to restore the Premises under the first paragraph of this Section 18, Lessor shall promptly restore the Premises, and while such damage is being repaired, Lessee shall be entitled to an equitable abatement of the Base Rent and any other sums due and owing hereunder. Lessor shall not be liable for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, governmental laws or regulations, or inability to procure materials or labor or both, or any other causes beyond Lessor's control. Notwithstanding anything contained herein to the contrary and subject only to delays caused by Lessee, or any Lessee Parties, in the event that the Premises are not restored within one hundred eighty (180) days when rendered untenable, or within one hundred twenty (120) days when not rendered untenable (except in the event that despite the Premises not being rendered untenable, Lessee is unable to do business in the Premises, then within ninety (90) days), and in either case Lessor shall be expressly obligated to restore as provided in this first paragraph of this Section 18, Lessee shall have the right to terminate this Lease and all obligations hereunder by providing Lessor with written notice within thirty (30) days after the expiration of such one hundred eighty (180), one hundred twenty (120), or ninety (90) day period.

19. **DEFAULT**: Lessee shall be in default under the terms of this Lease upon the occurrence of any of the following:

(a) Lessee's failure to pay an installment of Base Rent within five (5) days following written notice to Lessee from Lessor, provided, however that Lessor shall not be obligated to give such written notice more than one (1) time in any twelve (12) month period, and any subsequent failure by Lessee during said twelve (12) month period to pay Base Rent when due shall constitute a default hereunder, without notice or opportunity to cure;

(b) Lessee's failure to pay any other sum due and owing hereunder within five (5) days following written notice to Lessee from Lessor;

(c) The making by Lessee of an assignment for the benefit of creditors;

(d) The levying of a Writ of Execution or Attachment on or against the property of Lessee, and failure to have the same discharged within thirty (30) days;

(e) The taking of any action for voluntary dissolution of Lessee;

(f) The doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefor against the land or Building of which the Premises are a part, and failure to have the same discharged within ten (10) days;

(g) If proceedings are instituted in a court of competent jurisdiction for the adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed within thirty (30) days after the institution of said proceedings;

(h) An assignment or sublease, or attempted assignment or sublease, of this Lease or the Premises by Lessee contrary to the provisions of Section 16;

(i) Any insurance required to be maintained by Lessee pursuant to this Lease shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Lease; or

(j) The failure of Lessee to perform any other of Lessee's covenants, agreements or obligations hereunder (except those failures specified as defaults in any other subsection of this Section 19, which shall be governed by such other subsection)

within thirty (30) days following written notice to Lessee or, if by reason of the nature thereof, said event cannot with due diligence be wholly cured within said period, if Lessee shall fail to commence the curing thereof within such thirty (30) day period and thereafter proceed diligently to cure the same within sixty (60) days after such written notice.

Lessor may terminate this Lease upon the happening of any one or more of the foregoing events. Upon the termination of this Lease, as aforesaid, Lessor may re-enter upon the Premises with process of law, and remove all persons and chattels therefrom, and Lessor shall not be liable for damages or otherwise by reason of such re-entry or termination of the term of this Lease. Notwithstanding such termination, the liability for the Base Rent and any other sums due and owing hereunder of Lessee provided shall not be extinguished for the balance of the Term remaining. Lessor shall be entitled to recover monthly as it becomes due, the difference between the Base Rent and that obtained by reletting the Premises. In addition, Lessor shall be entitled to all other rights and remedies available to it at law or in equity on account of any such default by Lessee, including, if applicable, Lessor's right to accelerate rent. Notwithstanding any contrary provision herein, neither Lessee nor any Lessee Parties shall be liable under any circumstances for, and Lessor hereby waives and releases Lessee and Lessee Parties from, all liability for punitive, special or consequential damages arising under or in connection with this Lease, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill, loss of use, or any other injury or damage to, or interference with, Lessor's business, in each case, however occurring.

Lessor shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after notice thereof from Lessee to Lessor; however, Lessor agrees to respond in a reasonably shorter period of time in the event of an emergency that would materially interfere with the Lessee's Permitted Use of the Premises, that would result in damage rendering the Premises untenable, or that is reasonably likely cause physical injury to persons if not immediately corrected; provided, however, that if the term, condition, covenant or

obligation to be performed by Lessor is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Lessor commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same within ninety (90) days. Upon the occurrence of any such default by Lessor, Lessee may sue for injunctive relief and/or to recover damages for any loss directly resulting from such default, but Lessee shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder; provided, however, if Lessor has not cured or commenced to cure a maintenance, repair or replacement default set forth in said notice from Lessee within said thirty (30) day period and Lessor is not diligently pursuing cure of such default as provided, Lessee may undertake all reasonable action to cure Lessor's failure of performance and Lessor agrees to reimburse Lessee on written demand for all actual, verified, reasonable, third party out-of-pocket expenses incurred by Lessee in connection therewith. If Lessor does not reimburse Lessee within thirty (30) days following Lessee's written demand, Lessee shall have the right to set off said reimbursement from the Rent payable by Lessee to Lessor hereunder.

20. **EXPENSES UPON DEFAULT:** In the event either Lessor or Lessee shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or incurs any expense, including reasonable attorneys' fees, for instituting or prosecuting any action or proceedings to enforce said party's rights hereunder, if such party prevails in any said action or proceeding, the sum or sums so paid by said party shall be deemed damages in favor of said party against the party in default, and shall be due and payable forthwith.

21. **HOLDOVER:** Upon expiration of the Term, Lessee will yield up possession to Lessor, and failing so to do, at Lessor's option, Lessee will pay as liquidated damages for each day that possession is withheld an amount equal to (i) one hundred twenty-five percent (125%) of the amount of the daily Base Rent computed on a thirty (30) day month basis for the first ninety (90) days of any holdover, and (ii) one hundred fifty percent (150%) of the amount of the daily Base Rent computed on a thirty (30) day

month basis for any holdover thereafter, together with actual damages sustained by Lessor on account of such holding over and all other payments and Additional Rent payments required to be made by Lessee hereunder.

22. **ADDRESS FOR RENT PAYMENT:** The Rent payable hereunder shall be made payable to “Becknell Industrial LLC” and shall be forwarded to the following address: 2750 E. 146th Street, Suite 200, Carmel, IN 46033.

23. **NOTICES:** Any notice under this Lease shall be deemed sufficiently given if sent by overnight courier or certified mail to Lessee at 1245 East Diehl Road, Suite 200, Naperville, IL 60563, Attn: General Counsel, Justin Mallot, with a copy to 9555 NE Alderwood Road, Portland, OR 97220, Attn: Eddie Addis, Vice President of Operations - West, and to Lessor at the address then fixed for the payment of Base Rent. Either party may designate a different address to which notices shall be sent by providing written notice to the other. Notices shall be deemed given the day of receipt or rejection thereof.

24. **ENVIRONMENTAL:** Lessor hereby warrants and represents to the best of Lessor’s knowledge, without further investigation or inquiry, that the Premises does not contain asbestos, PCB transformers, or other hazardous, toxic or contaminated materials or substances, or underground fuel storage tanks or any other material or substance which is defined or classified as hazardous or toxic under federal, state or local law (the aforementioned all of which collectively shall hereinafter be referred to as “Hazardous Materials”).

Lessor will indemnify, defend, protect, and hold Lessee and the Lessee Parties free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including reasonable attorneys’ fees), clean-up costs, remedial costs, preventative costs, and/or any governmental fees, costs, expenses, charges or the like or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials placed, in, on, under or about the Premises which were not caused by Lessee, any Lessee Parties or at Lessee’s direction; or (b) Lessor’s use, analysis, storage, transportation,

disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises; or (c) Lessor's failure to comply with any applicable Hazardous Materials law, rule or regulation.

Lessee hereby covenants and agrees to indemnify and hold harmless Lessor and the Lessor Parties from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorneys' fees and disbursements) in connection with Hazardous Materials arising out of, or resulting from (a) the use or occupancy of the Premises by the Lessee, any Lessee Parties, or any other occupant/ user of the Premises, or any portion thereof; and (b) violations by Lessee, any Lessee Parties, or any other occupant/ user of the Premises of local, state and/ or federal laws and regulations, including all applicable environmental laws and regulations as well as any liabilities resulting from the practices of Lessee, any Lessee Parties, or any other occupant/ user of the Premises whether or not such practices were or could be deemed a violation of such laws and regulations. The indemnification provided by Lessee in the preceding sentence shall not be applicable if it can be demonstrated that the Hazardous Materials found on the Premises were present on the Premises prior to the date of this Lease, and were not introduced by Lessee or any Lessee Parties, nor shall it be applicable in the event that the source of any contamination is from adjacent properties or otherwise as a result of the actions of the Lessor or any Lessor Parties.

25. **SUCCESSORS AND ASSIGNS:** The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively of Lessor and Lessee. The reference contained to successors and assigns is not intended to constitute a consent to assignment by Lessee, but as reference only to those instances in which Lessor may later give written consent to a particular assignment as required hereunder.

26. **RENEWAL OPTION:** Provided that Lessee is not then in default of any of the terms and conditions of this Lease, which default has not been cured beyond an applicable notice and cure period at the time Lessee exercises a Renewal Term (as defined

herein) and, unless waived in writing by Lessor in its sole and absolute discretion, as of the commencement date of such Renewal Term, Lessee may extend the term of this Lease and the provisions hereof for three (3), five (5) year renewal terms (each a "Renewal Term"; collectively referred to as "Renewal Terms"). Lessee may exercise a renewal option hereunder by notifying Lessor in writing at least two hundred and seventy (270) days, but no more than three hundred sixty-five (365) days, prior to the expiration of the then current Term. The Renewal Terms shall be on the same terms and conditions as herein, except that Base Rent during the first two (2) Renewal Terms shall be equal to the then current Base Rent increased at a rate of two and one-half percent (2.5%) per year each year on the anniversary of the Commencement Date for the duration thereof, and the Base Rent for the last Renewal Term shall be equal to the then current Fair Market Base Rent (as defined below) increased by two and one-half percent (2.5%) per year each year on the anniversary of the Commencement Date for the duration of such last Renewal Term. In no event shall the Base Rent for a Renewal Term be less than the then current Base Rent, and if a determination of Fair Market Base Rent is made hereunder for a value which is less than the same, the parties agree that the Base Rent shall nevertheless be deemed to be equal to the then current amount.

For purposes of this Lease, "Fair Market Base Rent" shall mean the market rent agreed to by both Lessor and Lessee, or determined hereafter. If the parties are unable to agree upon the Fair Market Base Rent within thirty (30) days after Lessee's notice to Lessor exercising the option for a Renewal Term, either Lessor or Lessee may give written notice ("Appraisal Election Notice") to the other of its election to have Fair Market Base Rent determined by appraisal under this paragraph, which notice must be accompanied by a written appraisal setting forth Fair Market Base Rent for the Premises for lessees with comparable credit for comparable space in similar buildings in the vicinity of the Premises prepared by an appraiser who is both a member of the American Institute of Appraisers and actively engaged in the appraisal of real property in the area where the Premises is located (a "Qualified Appraiser"). If one of the parties (the "Electing Party") gives a timely Appraisal Election Notice in compliance with this paragraph, then Fair

Market Base Rent shall be deemed to be as set forth in the accompanying appraisal unless the other party (the "Non-Electing Party") gives the Electing Party written notice of the Non-Electing Party's disapproval of the Electing Party's appraisal within thirty (30) days after the Non-Electing Party's receipt of Electing Party's appraisal, which notice must also be accompanied by a written appraisal from a Qualified Appraiser establishing Fair Market Base Rent. If the Non-Electing Party gives timely notice of the Non-Electing Party's disapproval of Electing Party's appraisal, Lessor's appraiser and Lessee's appraiser shall jointly, within fifteen (15) days after delivery of Non-Electing Party's appraisal, choose a third Qualified Appraiser who shall, within twenty (20) days after appointment, choose one of the two appraised values as the Fair Market Base Rent, which determination shall be binding upon both Lessor and Lessee. Each party shall bear the fees and expenses of its own appraiser, and the fees and expenses of the third appraiser shall be borne by the party whose appraisal was not chosen by the third appraiser. The guidelines for determining Fair Market Base Rent shall be rent for premises of comparable size, quality, and location, with the same or similar uses, and same or similar improvements, in good condition and repair, taking into account, without limitation, similar paving coverage, building coverage / lot size, number of loading docks, and truck parking.

27. **USE:** Lessee shall use and occupy the Premises and appurtenances thereto in a careful, safe and proper manner, and shall comply with all applicable laws, rules, regulations, covenants and restrictions regarding the same. Lessee shall use the Premises only for the operation of a warehouse, storage, office, and distribution facility, including administrative functions in connection therewith ("Permitted Use"); provided, however, Lessor will not unreasonably withhold Lessor's consent to a change or expansion of use that does not materially increase Lessor's exposure for risks, such as, by way of example and not limitation, environmental hazards. In addition to, and not in limitation of, any reasonable basis for Lessor to withhold the consent contemplated by the immediately preceding sentence, it shall be reasonable for Lessor to withhold such consent in the event any proposed use would violate any law or any public or private covenants, restriction or limitations which may then affect the Premises or any portion or use thereof.

28. **TENANT ESTOPPEL**: Upon request, Lessee will provide to Lessor, an Estoppel substantially in the form attached hereto as Exhibit "D."

29. **SIGNAGE**: Lessee, at Lessee's expense, may place signage upon the Premises, subject to Lessor's written approval of the plans and specifications thereof, which approval will not be unreasonably withheld or delayed. Lessee may only place such signage in locations approved by Lessor in writing. Any township or other approvals for such signage shall be the sole responsibility of Lessee, at Lessee's sole cost. All signs placed upon the Premises shall comply with all applicable laws, ordinances, rules and regulations. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of Lessee's signage and repair any damage occasioned by such removal, all at Lessee's sole cost and expense.

30. **BROKER**: Lessor and Lessee represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction other than Colliers International representing Lessee, whose commissions shall be paid by Lessor pursuant to a separate agreement, and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost, and expense incurred by reason of a breach of said representation, warranty and covenant.

31. **QUIET ENJOYMENT**: Without limiting any rights Lessee may have by statute or common law, Lessor covenants and agrees that, so long as this Lease is in full force and effect, Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming through or under Lessor, and subject to all applicable ordinances, laws, rules and regulations and force majeure events beyond Lessor's reasonable control, shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

32. **LESSEE FINANCIALS**: Upon request, Lessee shall deliver to Lessor, its affiliates or any potential lender or purchaser designated by Lessor such financial statements of Lessee as are reasonably available by Lessee, including without limitation, Lessee's financial statements for the past three (3) years. All such financial statements

shall be received by Lessor and such other designated parties in confidence and upon request by Lessee, as a condition of receipt of such financial statements, Lessor shall execute and deliver to Lessee a confidentiality and non-disclosure agreement in a commercially reasonable form. For purposes of this paragraph, "financial statements" shall mean (i) for such period that Lessee or its successor is not an entity whose equity securities are listed on NASDAQ, the New York Stock Exchange, or the American Stock Exchange, Lessee's audited profit and loss statement, balance sheet, and cash flow statement, and (ii) for such period Lessee or its successor is an entity whose equity securities are listed on such exchanges, the financial statement information that is available to the general public.

33. **MERGER**: All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Lease.

34. **COUNTERPARTS**: This Lease may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signature of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Lease, (a) the signature pages taken from the separate individually executed counterparts of this Lease may be combined to form multiple fully executed counterparts, and (b) a facsimile or emailed transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

35. **SEVERABILITY**: If any term or provision of this Lease be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the full extent permitted by law.

36. **LESSEE COVENANT, REPRESENTATION AND WARRANTY**: Lessee hereby covenants during the Term, and also represents and warrants to Lessor that as of

the date hereof, to Lessee's actual knowledge, the following representations and warranties are true, correct and complete and that the same will be true, correct and complete on and as of the Commencement Date: (a) Lessee is not in violation of any Anti-Terrorism Law; (b) Neither Lessee nor its U.S. parent or any of its U.S. subsidiaries, as of the date hereof: (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, North Korea, Myanmar, Sudan, Syria, Crimea Region, and Venezuela and, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person or forbidden entity; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and (c) Neither Lessee nor its U.S. parent or any of its U.S. subsidiaries and their officers, directors, shareholders, members, as applicable, is a Prohibited Person.

As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism", as may be amended from time to time. "Prohibited Person" is defined as (a) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (b) a person or entity with whom Lessor is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (c) a person or entity that is named as a "specially designated national and blocked person" on the most current list

published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

If at any time any of these representations becomes false, then it shall be considered a material default under this Lease.

37. **LIMITATION ON LESSOR'S LIABILITY:** Anything in this Lease to the contrary notwithstanding, the covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements or for the purposes of binding Lessor personally or the assets of Lessor other than the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Lessor or any Lessor Parties arising from this Lease or Lessor's obligations with respect to the Premises, or arising from any covenant, undertaking or agreement of Lessor contained in this Lease, and Lessee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, under or through Lessee. If Lessor fails to perform any covenant, term or condition of this Lease upon Lessor's part to be performed, and, as a consequence of such failure, Lessee shall recover a judgment against Lessor, such judgment shall be satisfied only out of proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Lessor in the Premises, and Lessor shall not be liable for any deficiency. Notwithstanding any contrary provision herein, neither Lessor nor any Lessor Parties shall be liable under any circumstances for, and Lessee hereby waives and releases Lessor and Lessor Parties from, all liability for punitive, special or consequential damages arising under or in connection with this Lease, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill, loss of use, or any other injury or damage to, or interference with, Lessee's business, in each case, however occurring.

38. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the internal laws of the State of Arizona, without reference to the conflicts of laws or choice of law provisions thereof.

39. **WAIVER OF JURY TRIAL:** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL CONSIDERATION AND INDUCEMENT TO THE EXECUTION OF THIS LEASE, AND CONSTITUTES A KNOWING AND VOLUNTARY WAIVER.

40. **EXPANSION OPTION:** At any time during the Initial Term, provided that Lessee is not in default of any of the terms and conditions of this Lease, beyond any notice and cure periods, both at the time of Lessee's exercise of the Expansion Option set forth in this Section 40 and, unless waived in writing by Lessor in its sole discretion, at the time of the commencement of Lessee's lease of the Expansion (as defined below) upon written notice to Lessor, Lessee shall have the option to expand the Premises (the "Expansion Option"), depending on Lessor's receipt of the necessary municipal or other governmental approvals for the Expansion (including Lessor receiving all necessary municipal or other governmental permits and approvals) and Lessor's reasonable approval of the design for the Expansion, by having Lessor construct an addition to the Premises of not less than 57,120 square feet, and not more than 167,280 square feet, as contemplated by the Site Plan attached hereto (the "Expansion"). The plans and specifications for the Expansion shall be mutually agreed upon by the parties in good faith and with due diligence following Lessee's exercise of the Expansion Option hereunder; however, such Expansion shall in all respects be substantially similar to the existing Building, including, without limitation, using the same or similar Building materials, and with such Expansion having the same or similar clear height. Notwithstanding anything to the contrary contained herein, it shall be a condition precedent to Lessee's Expansion Option hereunder that, at the time of exercising such Expansion Option, Lessee shall (i) deliver to Lessor such audited financial statements of Lessee for the past three (3) years (including, without limitation, Lessee's profit and loss

statement, balance sheet, and cash flow statement) in the form provided for in Section 32 above; and (ii) such financial statements show, in Lessor's reasonable discretion, that Lessee is in a greater or similar financial condition than it was at the time Lessee executed this Lease, the parties agreeing that if such financial statements show, in Lessor's reasonable discretion, that Lessee is not in a greater or similar financial condition as when it signed the Lease, Lessee shall not be allowed to exercise the Expansion Option.

If applicable, the total costs to construct the Expansion shall include, without limitation, the cost of design, development, construction services, construction materials, construction drawings, plans, government permits and approvals, supervision and/or management fees, development fees, and any other out-of-pocket "hard" or "soft" costs incurred by Lessor with respect to constructing the Expansion (hereinafter collectively referred to as the "Total Expansion Project Costs"). If applicable, the annual Base Rent to be paid by Lessee for the Expansion (the "Expansion Rent") shall be such Total Expansion Project Costs multiplied by the greater of: (i) 500 basis points above the ten (10) year U.S. Treasury rate in effect as of the date of Lessee's notice to Lessor exercising its option to expand hereunder; or (ii) six percent (6%) of the Total Expansion Project Costs. If applicable, the Expansion Rent shall be paid to Lessor in addition to the then current monthly Base Rent for the original Premises demised under this Lease, and the same shall constitute Rent for all intents and purposes under this Lease. In the event that, at the time the Expansion is substantially completed pursuant to the terms and conditions of this Section 40, there is less than ten (10) years left on the Initial Term of this Lease, then the Initial Term shall be automatically extended from such date of substantial completion of the Expansion for a period equal to the difference between ten (10) years less the balance of such then existing Initial Term of this Lease; it being the intent of the parties hereto that, should Lessee timely and properly exercise the Expansion Option hereunder, the Term shall have a balance left of not less than ten (10) years from and after the date the Expansion is substantially completed.

Lessor shall complete the construction of the Expansion within a commercially reasonable time following the date of Lessee's exercise of the Expansion Option

hereunder, unless delayed by Force Majeure or Lessee Delays. The parties agree that the Expansion shall be deemed substantially completed on the date that: (a) a certificate of occupancy, either temporary or permanent, has been issued for the Expansion permitting Lessee to lawfully occupy the Expansion for the Permitted Use, and (b) Lessor's architect issues a certificate of substantial completion for the Expansion. In the event that the original Lessor, being the Lessor that acquires the Land satisfying the Land Acquisition Contingency set forth above, and completes the Lessor's Work, or any entity related to or having any common ownership with such Lessor (the "Original Lessor"), is the then current Lessor at the time of the Expansion, then Lessee agrees that Becknell Services, L.L.C. may be selected as the general contractor for the Expansion if in the Original Lessor's reasonable discretion, said company is reasonably capable of completion of the construction as required by this Section 40.

The parties agree to execute an amendment to this Lease to evidence the Expansion within thirty (30) days following the date of substantial completion of the Expansion, which amendment shall set forth the Expansion Rent, provided, however, that the parties' good faith failure to so execute such amendment shall not serve to invalidate or render null and void any otherwise valid and timely exercise of the Expansion Right under this Section 40. The terms and conditions governing Lessee's Expansion Right under this Section 40 shall terminate if (a) this Lease or Lessee's right to possession of the Premises is terminated or (b) Lessee assigns its interest in this Lease or sublets more than thirty percent (30%) of the Premises.

41. **LAND ACQUISITION CONTINGENCY.** Lessee acknowledges that Lessor might not have acquired title to the Land prior to the execution of this Lease. Lessor's acquisition of the Land shall be a condition precedent to the effectiveness of, and all terms, conditions, right, obligations and liabilities in this Lease. In the event that Lessor has not acquired fee simple title to the Land within sixty (60) days of the execution of this Lease, for any reason or no reason, then either party hereto may terminate this Lease upon written notice to the non-terminating party whereupon both parties hereto shall be released from all obligations and liability hereunder; provided, however, in the

event that Lessor does acquire such title prior to receiving such notice from Lessee, then Lessee's right to terminate this Lease under this Section shall be deemed to be null and void.

42. **ASSIGNMENT OF OPTIONS/RIGHTS:** Without limiting the generality of any provision of this Lease which states that any option or other right of Lessee is personal to the original Lessee hereunder or may only be assigned under certain conditions, no option or similar right of Lessee hereunder, including without limitation, any right to assign and/or sublease, any option to extend or renew, Expansion Option, Profit Sharing, first offer or first refusal right, or first right to lease, may be assigned (except in event of a permitted assignment not requiring Lessor's consent as set forth in Section 16 herein), and any attempt to assign such right shall be null and void.

43. **SALE OF PREMISES:** Provided that Lessee is not in default of any of the terms and conditions of this Lease beyond any notice and cure periods (provided, however, that solely for purposes of making a determination of whether Lessee is in default beyond any notice and cure period under this Section 43 of this Lease, the parties agree that regardless of any cure periods set forth elsewhere in this Lease, Lessee shall not be deemed in default under this Section 43 so long as Lessee has commenced to cure any default, and is diligently pursuing to cure in good faith as expeditiously as possible), Lessor agrees to share with Lessee, the net profits of a sale of the Premises as provided in this Section (the "Profit Sharing") according to the schedule set forth below in this Section (the "Profit Sharing Schedule"), if the Original Lessor sells the Premises to a bona fide third party purchaser (a "Section 43 Purchaser") or otherwise transfers the Premises to a Profit Section 43 Purchaser for value under a real estate contract on such terms and conditions as are acceptable to Lessor in its sole and absolute discretion (a "Section 43 Sales Contract"), within the first two (2) years following the Commencement Date, or enters into a Section 43 Sales Contract with a Section 43 Purchaser within such two (2) year period that ultimately closes after such two (2) year period without the Section 43 Sales Contract having been terminated, provided, however, that if the Section 43 Sales Contract is terminated, and the Original Lessor and the Section 43 Purchaser, or any party

having common ownership with the Section 43 Purchaser, enter into a subsequent Section 43 Sales Contract on the same, or substantially similar, terms and conditions as the original Section 43 Sales Contract, and the sale closes not later than sixty (60) days following the expiration of the two (2) year period, then Lessee shall be entitled to the Profit Sharing hereunder. The net profits for purposes of the Profit Sharing pursuant to this Section shall be the purchase price payable to Original Lessor as seller under the contract less (A) all reasonable and customary closing expenses, taking into account prorations, including proration of tax credits and rent credits (B) market standard commissions paid by Original Lessor in connection with the sale of the Premises, and (C) Original Lessor's then basis in the Premises.

Lessor's then basis for purposes of calculating Profit Sharing under this Section shall be as shown on Exhibit C.

Profit Sharing Schedule

	<u>Lessor Share</u>	<u>Lessee Share</u>
Initial net profit on first 50 bps	100%	0%
Net profit on next 15 bps (51-65)	50%	50%
Net profit on next 15 bps (66-80)	45%	55%
Net profit on next 20 bps (81-100)	35%	65%
Net profit on greater than 100 bps	30%	70%

As a way of example only, if at the time of sale, Lessor's basis in the Premises is \$100.00 per square foot of Building space, and the Lessee is paying \$6.00 per square foot of Building space in Base Rent, then the project yield constant is 6.00%. If the Premises is sold for \$117.00 per square foot of Building space, and there are \$2.00 per square foot of Building space in selling expenses and commissions, then there are net profits of \$15.00 per square foot of Building space (\$117 - \$2 - \$100). The selling capitalization rate is 5.22% (\$6.00 per square foot of Building Space in Base Rent / \$115.00 per square foot of Building Space in net sale proceeds). The net profit spread used to determine the Profit Sharing is then 78 bps, being the 6.00% project yield constant less the 5.22% capitalization rate. The 78 bps would then be shared between Lessor and Lessee as follows:

	Net profit \$PSF	Lessor	Lessee	Lessor	Lessee
Initial net profit on first 50 bps	\$9.09	100%	0%	\$9.09	\$0.00
Net profit on next 15 bps	\$3.06	50%	50%	\$1.53	\$1.53
Net profit on next 13 bps	\$2.85	45%	55%	\$1.28	\$1.57
TOTAL:	\$15.00			\$11.90	\$3.10

The parties agree that, subject to all other terms and conditions of this Section 43, Lessee shall have rights to the Profit Sharing in the event that Lessor has decided in its sole discretion to structure a sale of the Premises as a Section 1031 exchange.

Lessor agrees to pay Lessee the Lessee Share of the Profit Sharing within five (5) business days following the closing of the sale of the Premises. In the event the sale of the Premises fails to close for any reason or no reason whatsoever, Lessor shall have no obligation with respect to the Profit Sharing, unless provided for otherwise above in the first paragraph of this Section 43. Notwithstanding the foregoing, the Profit Sharing is wholly conditioned upon the Original Lessor selling the Premises to a Section 43 Purchaser under a Section 43 Sales Contract within the first two (2) years following the Commencement Date or as otherwise herein provided. Furthermore, the parties agree that the Profit Sharing and the provisions of this Section 43 shall not apply to the acquisition of the Land satisfying the Land Acquisition Contingency set forth above, nor shall it apply to any sale prior to the Commencement Date.

44. **COMPLIANCE WITH LAWS:** (a) If any Law in existence as of the date of this Lease requires an alteration or modification of the Premises (a "Code Modification") and such Code Modification (i) is not made necessary as a result of the specific use being made by Lessee of the Premises (as distinguished from an alteration or improvement which would be required to be made by the owner of any warehouse building comparable to the Building irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any Alteration by Lessee, such Code Modification shall be performed by Lessor, at Lessor's sole cost and expense, and shall not be included in Operating Expenses.

(b) If, as a result of one or more Laws that are not in existence as of the date of this Lease, it is necessary from time to time during the Term, to perform a Code Modification to the Premises that (i) is not made necessary as a result of the specific use being made by Lessee of Premises (as distinguished from an alteration or improvement which would be required to be made by the owner of any warehouse building comparable to the Building irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any Alteration by Lessee, such Code Modification shall be performed by Lessor and the cost thereof shall be included in Operating Expenses to the extent permitted and in accordance with Section 7 and 8.

(c) If, as a result of one or more Laws, it is necessary from time to time during the Lease Term to perform a Code Modification to the Premises that is made necessary as a result of the specific use being made by Lessee of the Premises or as a result of any Alteration by Lessee, such Code Modification shall be the sole and exclusive responsibility of Lessee in all respects; provided, however, that Lessee shall have the right to retract its request to perform a proposed Alteration in the event that the performance of such alteration would trigger the requirement for a Code Modification.

45. **REPRESENTATIONS AND WARRANTIES:** As of the date of execution and delivery of this Lease:

(a) Each of Lessor and Lessee hereby represents and warrants to the other that the warranting party has full capacity, right, power and authority to execute, deliver and perform this Lease and all documents to be executed by it pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Lease and all other documents executed or to be executed pursuant hereto on behalf of the warranting party are and shall be duly authorized to sign the same on such party's behalf and to bind such party thereto. This Lease and all documents to be executed pursuant hereto by the warranting party are and shall be binding upon and enforceable against such party in accordance with their respective terms.

(b) Lessor represents and warrants as follows: that the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Lessor or the Property is subject or by which Lessor or the Property is bound; there are no claims, causes of action or other litigation or proceedings pending or, to the best of Lessor's knowledge, and except as disclosed to Lessee in writing prior to the Commencement Date, threatened in respect to the ownership, operation, or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation; and Lessor has (or will have subject to the land acquisition contingency set forth above in Section 41) fee simple title to the Premises, free and clear of all encumbrances and restrictions that would interfere with the Permitted Use of the Premises. Lessor furthermore represents and warrants that as of the Lease Commencement Date, all parts of the Premises and the Building are (a) complete and comply with all federal, state, and local laws, and regulations including, without limitation, all handicapped accessibility standards, such as those promulgated under the Americans With Disabilities Act ("ADA"), and (b) seismically and otherwise sound and in good, workable and sanitary order, condition, and repair.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSOR:

BECKNELL DEVELOPMENT L.L.C.,
an Illinois limited liability company

By: 

Print Name: J. Mark Shapland

Its: C.O.O.

LESSEE:

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: 

Print Name: CHRIS SIEBURG

Its: EVP OPERATIONS

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 1:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, SITUATED IN A PORTION OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 89° 58' 21" WEST, FOR A DISTANCE OF 2640.48 FEET;

THENCE SOUTH 89° 58' 21" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1966.72 FEET;

THENCE NORTH 00° 01' 39" WEST, A DISTANCE OF 55.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF THE FINAL PLAT OF FIRST PARK PV303, PHASE 2, AS RECORDED IN [BOOK 1507, PAGE 5](#), OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 21" WEST, ALONG A LINE PARALLEL WITH AND 55.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 673.46 FEET;

THENCE SOUTH 89° 58' 15" WEST, ALONG A LINE PARALLEL WITH AND 55.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1019.53 FEET;

THENCE NORTH 00° 01' 45" WEST, A DISTANCE OF 1250.00 FEET;

THENCE NORTH 89° 58' 15" EAST, A DISTANCE OF 1693.55 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;

THENCE SOUTH 00° 00' 13" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1250.02 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZERS OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS SET FORTH IN DOCUMENT RECORDED JULY 24, 1987 AS [87-468819](#) OF OFFICIAL RECORDS AND AMENDMENT RECORDED NOVEMBER 01, 2018 AS [2018-0817594](#) OF OFFICIAL RECORDS.

PARCEL NO. 2:

A NONEXCLUSIVE EASEMENT FOR ENJOYMENT OF COMMON AREA AS MORE PARTICULARLY DESCRIBED IN THE PV303 WEST MASTER COVENANT (COMMERCIAL) RECORDED DECEMBER 14, 2017 AS [2017-0925227](#) OF OFFICIAL RECORDS.

EXHIBIT "A-1"
SITE PLAN

EXHIBIT "B"
WORK LETTER

This Exhibit is attached to and forms a part of the Lease dated _____ 2020, between BECKNELL DEVELOPMENT L.L.C., an Illinois limited liability company, as Lessor, and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company, as Lessee, covering certain premises consisting of approximately 48.591 acres and known as _17505 W. Thomas Road, Goodyear, Arizona, all as more particularly described therein (the "Lease"). The terms used in this Exhibit that are not defined herein shall have the same definitions as set forth in the Lease. The provisions of this Exhibit shall prevail over any inconsistent or conflicting provisions of the Lease.

1. Lessor's Work. Prior to the Scheduled Completion Date (as defined below), Lessor, at Lessor's sole cost and expense, shall Substantially Complete the Lessor's Work (as defined below) in accordance with the terms and conditions contained in this Work Letter and in the Lease. The Lessor's Work shall be completed lien-free and in a structurally sound and rentable condition, in a good and workmanlike manner, free of defects in workmanship and material with all building systems in good, serviceable operating condition.

2. Improvements comprising the Lessor's Work: Lessor shall complete the following improvements in accordance with the Final Plans and Specifications (as defined below) and the terms and conditions contained herein and in the Lease:

- (a) the Building;
- (b) the standard improvements described in the Preliminary Outline Specifications attached hereto (the "Tenant Improvements");
- (c) the above standard improvements described in the Preliminary Outline Specifications attached hereto, if any ("Above Standard Improvements");
- (d) all on-site improvements required for the use and operation of the Premises, as depicted on Exhibit "A-1" attached to the Lease, including, without limitation:
 - (i) all sidewalks, service drives, parking areas, driveways, streets, access-ways to public streets and highways, curbs, utilities, directional signs and related improvements and landscaping,
 - (ii) the delivery and servicing areas adjoining the Building or designated as such on Exhibit "A-1", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles, and

- (iii) all traffic and parking lot striping and control signs, lighting and any fencing or screening walls required by law, ordinance or regulation (all of which improvements in (d)(i), (ii), and (iii) being herein collectively called the "On-Site Improvements");

(e) all off-site improvements required to be constructed by Lessor in connection with the construction, development, use and operation of the Premises, including, but not limited to, all off-site rights of way contiguous to the Land, all sidewalks, driveways, streets, curbs, acceleration, deceleration and stacking lanes, traffic controls, and signals, directional signs and all other related improvements required by applicable laws, ordinances and permits (the "Off-Site Improvements");

(f) all drainage retention and storm water runoff systems and other requirements, (collectively, "Drainage Improvements").

The On-Site Improvements, Off-Site Improvements, and Drainage Improvements shall be collectively referred to as the "Site Improvements" and the Site Improvements together with the Building, Above Standard Improvements, if any, Tenant Improvements, and any and all other improvements delineated in the Final Plans and Specifications shall be defined herein collectively as the "Lessor's Work."

3. Final Plans and Specifications. Lessor shall provide a "turn-key" build-out of the Lessor's Work generally within the time frames set forth in the schedule attached hereto and incorporated herewith as Exhibit "E" (the "Schedule"); provided, however that subject to Force Majeure and Lessee Delay, as defined herein, Lessor shall Substantially Complete Lessor's Work on or before August 31, 2021 (the "Scheduled Completion Date") based on design, construction, mechanical and electrical plans to be prepared by the Architect, hereinafter defined, and Lessor's contractors, at Lessor's expense. Such plans shall be initially based on and reflect the Preliminary Outline Specifications and the "Plans" as set forth in Schedule 1 attached hereto. Final plans and specifications shall be substantially similar to the Preliminary Outline Specifications and the Plans, and further, in compliance with applicable risk-engineering/insurance industry standards (the "Final Plans and Specifications") and shall be mutually agreed to by the parties within the time frames established in the Schedule (the "Review Period"). In the event Lessee fails to comment on, revise, or approve the plans delivered to Lessee by Lessor within the Review Period, then such plans as delivered by Lessor shall be deemed approved. Any delay in approving the plans within the time frames set forth in the Schedule shall be deemed to be a Lessee Delay. Notwithstanding the foregoing, Lessor agrees that, in any event, the Preliminary Outline Specifications and Final Plans and Specifications are acceptable to

Lessor. Construction of the Lessor's Work shall be performed in accordance with all applicable laws, the terms of the Lease and this Work Letter.

4. Actual Square Footage: The Architect, hereinafter defined, shall certify as to the actual square footage of the Building once it is Substantially Completed.

5. Construction Costs, Architect and Contractor. Except as set forth otherwise in the Lease, the entire cost of Lessor's Work, including, without limitation, the cost of design, construction services, construction materials, construction drawings, plans, government permits and approvals, supervision and/ or management fees and any other costs incurred by Lessor with respect to of Lessor's Work (collectively, the "Construction Costs"), shall be timely paid for by Lessor, at its sole cost and expense. Lessee has selected Ware Malcomb (the "Architect") to perform the architectural services and represents to Lessor that Ware Malcomb is licensed and qualified to perform architectural services of the size and magnitude of the Lessor's Work. Lessor shall solicit competitive bids from at least three (3), unless more or fewer competitive bids are otherwise agreed to between Lessor and Lessee, qualified general contractors, including Lessor's affiliate, Becknell Services L.L.C., an Illinois limited liability company. Lessor and Lessee shall jointly select the general contractor.

6. Substantial Completion; Completion Date(s) and Remedies. For purposes of this Work Letter and the Lease, the date Lessor has "Substantially Completed" Lessor's Work, or the date of "Substantial Completion" shall be the date that: (a) a certificate of occupancy, either temporary or permanent, has been issued for the Building, and (b) the Architect issues a certificate of substantial completion. Lessor acknowledges and agrees that Substantial Completion of Lessor's Work shall occur on or before the Scheduled Completion Date, subject to Lessee Delay and Force Majeure. In the event the Scheduled Completion Date is not met by Lessor, subject to Force Majeure and Lessee Delay, then for each day of delay that is thirty (30) days beyond the Scheduled Completion Date, Lessee shall be entitled to a credit against the Base Rent until Substantial Completion of the Lessor's Work in the amount of \$5,000.00 per day.

7. Force Majeure and Lessee Delay. If Lessor's ability to meet the Scheduled Completion Date is delayed by reason of Force Majeure (as defined below) or any actual delays caused solely by Lessee, or any of Lessee's contractors, professional consultants hired by Lessee, employees, agents, subcontractors, or vendors (including ALTA Refrigeration, and the Architect; and further provided that such delay is through no fault of Lessor), including, without limitation, as a result of change orders requested by Lessee (each a "Lessee Delay"), the time for the completion of the obligation directly affected by such delay shall be extended for a period equal to such delay. No extension of time shall be granted

for delays on account of, or resulting from weather conditions (except only for certain weather conditions mentioned in the following sentences), or the Lessor's failure to obtain or delay in obtaining any governmental approvals or permits necessary for the construction and/or operation of Building and the Site Improvements, unless Lessor has timely filed all applications and timely made all requests for the same, and has at all times diligently pursued such approvals and permits. As used herein, the term "Force Majeure" shall mean any general labor dispute, general strike, lockout, fire, unavailability of material, acts of God, riots, insurrection, war or other casualty or events of a similar nature beyond a party's reasonable control, including, without limitation, any epidemics or pandemics or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics. For purposes of clarity, weather conditions that are not customary and/or reasonably anticipated for the particular time of year shall constitute Force Majeure.

8. Inspection. Provided Lessee does not unreasonably interfere with Lessor's Work, representatives of Lessee may inspect the Lessor's Work at any time and with such reasonable frequency as Lessee deems necessary during regular working hours, or otherwise as mutually agreed, to confirm that the Lessor's Work is being constructed in substantial accordance with the Final Plans and Specifications. Representatives of Lessee shall be allowed the use of Lessor's general contractors or subcontractors' lifts, ladders and scaffolding for the purpose of inspecting the Lessor's Work. Lessee shall indemnify, defend and hold Lessor harmless from and against any loss resulting from Lessee's inspections of Lessor's Work.

9. Early Access Rights. As of the date of this Lease, to the extent Lessor is legally and physically able to provide Lessee access to the Premises for the purposes set forth herein, but in no event later than sixty (60) days prior to Substantial Completion, provided that Lessee does not unreasonably delay or interfere with Lessor's Work, Lessor shall provide Lessee and its employees, agents, representatives, contractors and vendors 24/7, 365 days' use and access to the Premises to prepare the Premises for operation, including without limitation, to install Lessee's, furniture, fixtures, equipment, and other personal property ("Lessee's FF&E") during regular working hours, or otherwise as mutually agreed. Lessee shall indemnify, defend and hold Lessor harmless from and against any loss, claim or damage resulting from Lessee's installations and early access work. Such early access shall be deemed to be upon all the terms, covenants, conditions and provisions of this Lease, except the obligation to pay Rent. The parties agree to cooperate in good faith during any such period of early access.

10. Change Orders. During the performance of the Lessor's Work, either Lessor or Lessee may submit a written request to the other party for one or more change orders to the Final Plans and Specifications. No change order shall be accepted and incorporated into the Lessor's Work unless the same is approved in writing by the other party to this Lease within three (3) business days of the request therefor. Any proposed change in the construction schedule or additional cost for the work must be set forth in the change order request, and Lessee shall be responsible for any additional costs to Lessor's Work related to a change order submitted by Lessee, provided, however, that Lessee may apply any such additional costs related to change orders to the Improvement Allowance as provided in the Lease.

11. Email Notices. Notwithstanding any other provisions in the Lease or this Work Letter, any written notice or written request under this Work Letter shall be deemed sufficiently given if sent by email transmission to Lessor's Representative, Craig Kouri, at ckouri@becknellindustrial.com, and to Lessee's representative, Brian Freese, at brian.freese@kehe.com.

12. No Consequential Damages. In no event shall either party be liable under this Work Letter for special, incidental or consequential damages.

13. Warranty. Lessor hereby warrants to Lessee, which warranty shall survive for the two (2) year period following the date of Substantial Completion, that (a) the materials and equipment furnished by Lessor's contractors in the completion of the Lessor's Work will be of good quality and new, and (b) such materials and equipment and the work of such contractors shall be free from defects of any kind that would materially and negatively impact Lessee's Permitted Use or occupancy of the Premises (the "Warranty"). Lessee shall notify Lessor in writing of any latent defect, or nonconforming portion of Lessor's Work regardless of its nature, including, without limitation, any costs related to water infiltration and/or damage to the Premises due to underground water not caused by Lessee or resulting from Lessor having failed to follow the recommendations of its geotechnical report obtained prior to the closing of the Land, and drawings produced by the Architect (each a "Warranty Item"), which becomes apparent during the first two (2) years of the Lease Term (the "Warranty Period"). Upon receipt of such notice Lessor shall promptly repair or replace the Warranty Item at Lessor's expense. Failure or omission of Lessee to identify a Warranty Item during the Warranty Period shall constitute a waiver of Lessee's right to reject or require Lessor to remedy such work under the Warranty, but shall not otherwise relieve Lessor from its maintenance, repair and replacement obligations under the Lease. Lessor shall make available to Lessee, and Lessee shall receive full benefit

of, any manufacturers' warranties/guarantees associated with any component(s) of the Premises, structural or non-structural, including mechanical systems.

Schedule 1 to Work Letter
Preliminary Outline Specifications and Plans

OUTLINE SPECIFICATIONS

KeHE Distributors, LLC

New 468,182 SF Distribution Facility

**17505 W. Thomas Road
Goodyear, AZ 85395**

PREPARED BY



August 28, 2020

1.00 GENERAL DESCRIPTION

1.10 Parcel Description:

Site Area: +/- 48.59 Acres

Zoning: Planned Area Development (PAD) - Light Industrial (I-1)

City: Goodyear

County: Maricopa County

1.20 Building Area:

Office – Main	13,440 GSF
Office – Shipping (two floors)	4,358 GSF
Office – Receiving	3,693 GSF
Office – Receiving Restrooms	155 GSF
Utility – Fire Pump & Electric	898 GSF
Bulk Room	13,792 GSF
Freezer	79,920 GSF
Cooler	62,160 GSF
Cold Dock	53,446 GSF
Fire Riser Rooms (at refrigerated areas)	473 GSF
Dry Warehouse	235,847 GSF
Grand Total	468,182 GSF

2.00 DESIGN

The design of the facility will be completed by licensed architects and engineers. The design will include architectural, structural, civil, electrical, mechanical, plumbing, low temperature refrigeration, fire protection, fire alarm and landscape plans. These plans will be in sufficient detail to allow the issuance of a building permit by local authorities for the scope as described herein and will be in compliance with all federal, state, and local codes, including the Americans with Disabilities Act (ADA).

The current design contemplates a mixed use, unlimited area building consisting S-1 Moderate Hazard Storage and B Business.

Building shall be designed to meet LEED Certified; commissioning is included.

3.00 SITE WORK

3.10 Grading:

All work necessary to clear, strip, excavate, backfill and grade the site for the building construction in accordance with recommendations contained within the Report on Geotechnical Investigation as prepared by Speedie & Associates (Report #200853SA) and dated June 5, 2020.

3.20 Paved Areas (reference Exhibit A-1 Site Plan for locations):

- Automobile Parking Stalls: 303 - 9' x 18.5' dedicated car parking stalls are provided, including 8 handicap accessible stalls, as required by code. Future parking shown is subject to building expansion and not included in the proposed construction.

- Trailer Parking Stalls: 63 – 12' x 60' trailer stalls are provided on the south side of the site. Up to 104 future trailer stalls shown are subject to future needs and are not included.
- Automobile paving shall be light duty concrete, thickness/section for a 20-year design life (with typical maintenance) per Report on Geotechnical Investigation for Auto Parking, as follows:
 - 5" concrete over 4" ABC stone base on prepared subgrade (option to eliminate 4" ABC stone base if joints are sealed).
- Truck Drives & Dock Apron paving shall be concrete pavement, , thickness/section for a 20-year design life (with typical maintenance) per Report on Geotechnical Investigation, as follow:
 - 8" concrete over 4" ABC stone base on prepared subgrade (option to eliminate 4" ABC stone base if joints are sealed).
- Trailer Parking paving shall be concrete pavement, thickness/section for a 20-year design life (with typical maintenance) per Report on Geotechnical Investigation, as follows:
 - 7" concrete over 4" ABC stone base on prepared subgrade (option to eliminate 4" ABC stone base if joints are sealed).
- Concrete curbing, striping, and ADA signage is provided, as required by code.
- Note: VE option for Light Duty and Heavy-Duty asphalt in-lieu of concrete at Tenant's discretion.

3.30 Utility Pads, Patios and Sidewalks:

- Utility pads as reflected on Exhibit A-1 Site Plan. Additional electrical utility pads not shown subject to final design and location per Electrical Site Plan.
- Sidewalk construction as shown and per local code.
- Three (3) patios areas are provided at each office area as reflected on Exhibit A-1 Site Plan. The main office patio includes a perimeter decorative metal fence with man door exit to the site sidewalk and a canopy (per architectural plan).

3.40 Underground Utilities:

All necessary storm, sanitary, electrical and water connections to new and existing municipal lines. All materials are to conform to local codes. **No gas is required or provided for this project.**

- Domestic Water: 3" service w/2" meter.
- Fire Water: 12" service, 10" site loop, 8" fire risers, remote FDC & FHs on loop.
- Sanitary: 8" site main with 6" service laterals to building in three (3) locations.
- Storm: Roof Drainage surface discharges, site runoff to onsite ponds. Main office roof drains are pipe to pond on the east. Ponds are piped together as required.
- Electric & Data: Proposed and future service conduits to and around building provided. Final locations to be determined by utility provider.
- Electric service per Electric Section 9 below. Tenant to enter into agreement directly with electrical provider, APS.

3.50 Storm Water Detention:

Storm water detention and water quality provided on site as required by local and state codes and as reflected on Exhibit A-1 Site Plan. Final pond design and configuration subject to civil engineering plans and drainage approvals.

- 3.60 Landscaping:
Landscaping and irrigation provided as required by local code. Perimeter rodent strip to be part of site ground cover of crushed granite rock, 2" minimum depth.
- 3.70 Fencing and Gates:
Fencing provided as shown on Exhibit A-1 Site Plan to consist of 8' high ornamental aluminum fence and posts with two (2) manual sliding gates and traffic control arms.
- Main truck entrance gate to have 2 inbound access lanes with key pad/ card swipe access.
 - Main entrance electric and data conduits and service for key pad and camera system provided.
 - Gates to include required emergency access control system per local fire dept.
- 3.80 Screen Walls and Gates:
Masonry screen walls as required by local codes and as reflected on Exhibit A-1 Site Plan. Gates located at secondary entry/exit as shown on the Exhibit A-1 Site Plan.
- Gates to include two (2) manual slide or swing gates and traffic control arms.
 - Gates to include required emergency access control system per local fire dept.
- 3.90 Offsite Road & Utility Improvements (By Others):
The Park owner is responsible to provide the following improvements per land purchase contract.
- Thomas Road to be built from subject property east line West to Citrus Road.
 - Two driveways and a bus stop to be provided to serve the site as shown on the Offsite Improvement Plans. Street striping and signage to be included.
 - Utilities in the road to include water main, sanitary sewer, electric, data, street lighting, and others as required.
 - Sanitary public main to be extended through subject property along the east property line to provide site service and future service to the north.
- 3.10 Truck Scale:
 - A \$95,000 Truck Scale Allowance has been included, to be provided in location shown on the Exhibit A-1 Site Plan. Scale type, size and service needs to be provided by Tenant.

4.00 **BUILDING SHELL**

- 4.10 Exterior Walls:
The building shall consist of a combination of load bearing concrete tilt wall panels and non-load bearing insulated metal panels (IMPs), as follows:
- Non-refrigerated areas: The building walls shall be constructed of load bearing reinforced solid concrete tilt wall panels adjacent to all non-refrigerated areas (current & future). Exterior wall face will be standard smooth finish with decorative reveals and will be painted as reflected on Architectural Exhibit. Wall parapets shall extend a maximum 3'-0" above roof for equipment screening. Prefinished aluminum coping (standard color) will be installed at top of all perimeter walls. All panel joints shall be caulked on interior and exterior sides with urethane material, color to be selected from manufacturer's standard color chart.
- Note: Main Office shall be a combination of load bearing tilt wall panels, structural steel framing, curtain wall and decorative metal panels, per the Architectural Exhibit.

- Refrigerated areas: The building walls shall consist of non-load bearing insulated metal panels (IMPs) supported by structural steel adjacent to all refrigerated areas (current & future). Exterior wall face shall be standard embossed pattern in manufacturers standard color or painted, as required, per the Architectural Exhibit. Wall parapets shall extend a maximum 3'-0", or as permitted by IMP manufacturer, above roof for equipment screening. Prefinished aluminum coping (standard color) will be installed at top of all perimeter walls. All panels joints will be gasketed and sealed per manufacturer's recommendations.

Exterior load bearing concrete tilt walls and all structural columns will be supported on reinforced concrete foundations designed per Report on Geotechnical Investigation. Formed concrete stem walls are included at Insulated Metal Panels.

4.20 Windows:

Window glazing is to be 1 inch thick, low e double pane insulated glass with gray tint, set in prefinished aluminum thermally broken frames with anodized aluminum finish by Kawneer or equal. Interior vestibules will be ¼ inch thick clear glass, tempered in areas required by code. Refer to Architectural Exhibit for locations and sizes.

4.30 Steel Structure:

Steel structure is to be a combination of open web steel bar joists, joist girders, steel deck and tube columns. Columns to be spaced as shown on Architectural Exhibit. Clear height to the bottom of the structure is 36 feet minimum above top of slab as measured at first column line in from exterior dock walls. Roof structure shall slope at ¼" per foot minimum and drainage to low points on the roof shall be via sloped structure (not tapered insulation). Steel roof deck shall be galvanized at current & future refrigerated areas and prefinished white at Dry Warehouse. Structural steel shall be factory primed gray throughout.

Note: Structural steel framing shall be thermally broken (i.e. double row of columns, IMPs extend through roof framing) and "K" bracing as shown on Architectural Exhibit.

Second floor office structure shall consist of W-section beams, open web bar joists, steel deck with concrete topping and tube columns, supported by load bearing interior concrete tilt wall panels. Typical column spacing shall be approximately 20' x 25'.

The building structure shall be designed shall be designed for all current rooftop mounted low temperature refrigeration units and HVAC units.

4.40 Roof:

Roof is to be a minimum .60 mil, single ply, reinforced mechanically fastened membrane (white TPO) system applied in accordance with manufacturer's specifications, and shall carry a manufacturer's 15-year NDL warranty. Roof membrane will be installed over polyisocyanurate insulation for minimum R-value ratings as follows:

- Freezer (current and future) and Initial Cooler: R-50
- Protein Room: R-50
- Future Cooler/Cold Dock/Bulk Storage: R-38.
- Dry Warehouse: R-30
- Main Office: R-30

Roof will be sloped to building perimeter and drained via exterior scupper boxes with downspouts and overflow scuppers. Drainage to low points on roof at scuppers shall be via sloped roof structure (not tapered insulation). All primary roof scuppers and downspouts will be surface

drained per Civil engineering drawings.

Roof access to warehouse areas shall be via an exterior galvanized stair with guard railing and locking gate.

Roof access for Main Office shall be via roof hatch and ladder.

4.50 Floor Slab:

- Dry Warehouse: Floor slab shall be a 7" thick concrete, 4000 psi (Ff/FI 50/35 minimum) and reinforced with #3's at 18" o.c. each way over 4" ABC stone aggregate on 12" compacted Common Borrow non expansive fill (Modulus of Subgrade Reaction k of 150 pci) per *Report on Geotechnical Investigation* for industrial slabs on grade.
- Main Office Area: Floor slab shall be 5" thick unreinforced concrete, 3500 psi, over 4" ABC stone aggregate on 12" compacted Common Borrow non expansive fill (Modulus of Subgrade Reaction k of 150 pci) per *Report on Geotechnical Investigation* for industrial slabs on grade. A 10-mil vapor barrier is to be installed at the Main Office area.
- Freezer Floor (current & future) and Initial Cooler Floor: Floor slab shall be a 7" thick concrete, 4000 psi (Ff/FI 50/35 minimum) and reinforced with #3's at 18" o.c. each way placed over 6" rigid insulation and 3" mud slab on 12" compacted Common Borrow non expansive fill (Modulus of Subgrade Reaction k of 150 pci) per *Report on Geotechnical Investigation* for industrial slabs on grade. Glycol piping shall be placed below mud slab.
- Future Cooler / Cold Dock / Bulk Storage: Floor slab shall be a 7" thick concrete, 4000 psi (Ff/FI 50/35 minimum) and reinforced with #3's at 18" o.c. each way over 4" ABC stone aggregate on 12" compacted Common Borrow non expansive fill (Modulus of Subgrade Reaction k of 150 pci) per *Report on Geotechnical Investigation* for industrial slabs on grade.
- Note: A 10-mil vapor barrier shall be provided throughout the facility

All construction joints will be doweled with #5 smooth bars at 24 inches on center maximum. Slabs will be saw-cut in both directions, no greater than 15 feet on center. All construction and control joints shall be filled (partial depth with backer rod per manufacturer recommendations) with two part semi-rigid joint filler suitable for final temperature of space.

4.60 Overhead Drive in Doors:

One (1) 12' wide x 14' high, 26 gauge insulated (R-9.4) drive-in doors (high lift, sectional) will be provided with vision light and motorized operator, as shown on Architectural Exhibit.

4.70 Truck Docks:

Sixty-eight (68) vertical truck dock positions and one (1) compactor position. All truck docks are 48 inches high as measured from finished grade to finish floor slab.

Each truck dock position shall receive a sectional overhead door as follows:

- 9' wide x 11' high, 26 gauge insulated (R-9.4 at Dry Warehouse & R-18 at Cold Dock) sectional door (manual operation) with vision light and motorized operator

Each truck dock position shall receive a PowerAamp equipment package as follows:

- VS Series Vertical Dock Leveler

- 7' Wide x 6' Long Nominal
 - 45,000 pound capacity
 - 20" Lip
 - Infinite Lip Control
 - Push Button Activation - Raise, Lower, Lip Control
 - Electrical & Mechanical Storage Locks
 - Constant Pressure Buttons with Stop in Lieu of E-Stop
 - Hydraulic Operation of Lip and Deck
 - Run off Guards
 - Remote Mount Power Pack
 - Rear Imbed and miscellaneous steel rear filler pieces
 - Rotary Fused Disconnect
 - Interconnected (upper limits) to the overhead door
 - (2) VB420-11 Laminated Bumpers with Raised Brackets
 - Automatic Prop Kicker Storage
 - Safely Stored Indicator Light
 - Under bottom leveler pads
- Combination Control Box
 - iDock Integrated Controls for Dock Leveler
 - Controls for Dock Alert Light Communication System
 - Door buttons with vertical leveler panels
 - Interconnected (upper limits) to the overhead door
- Soft Sided Shelters at Cold Dock
 - Sized for 9'-0" wide x 10'-0" high door (height off finished floor)
 - Sized for 48" dock Height
 - 24" projection
 - 12'2" shelter width X 11'0" off of finished floor
 - Up to 36" head curtain (size to open Doors in building)
 - Soft sided shelter with rigid translucent fiberglass cover.
 - Designed for snow loads to 30lbs per foot
 - Dynaflex highest performance base material with
 - Dynalon Performance fabric curtains
 - Dynalon Wear pleats
 - Pleated protectors
 - Yellow Guide stripes
- Fairborn 1400 Dock Seals at Dry Warehouse
 - Custom fit for 9'-0" wide x 10'-0" high (off finished floor) Door
 - Side Pads: Bevel 8/16 Wedge x 10" projection x 10' long
 - Up to 24" drop curtain with 12" split with Velcro
 - Treated wood backers
 - DynaFlex Base fabric
 - Dynalon 8" Pleats on side pads and head curtain
 - Color Black with Yellow Guide Stripes
- VS Control Panel Stanchions
- Lip Keepers for Vertical Levelers
- DLA LED Dock Light
 - 42" Arm
 - LED Light
 - Energy efficient - operates on 16W
- Dock Alert Communication System
- Wheel Chocks with Chain.

Note: VE option for Kelly, Serco or Rite Hite will be considered at Tenant's discretion.

4.80 Entry:

A Standard storefront entry is provided at entrance as shown on Architectural Exhibit. Also refer to Section 4.20 Windows.

5.00 **INTERIOR IMPROVEMENTS**

5.10 Dry Warehouse Interior

1. Floor sealer is provided (Ashford, Lapidolith, Kure-N-Seal, or equal). Also refer to Section 4.50 Floor Slab.
2. Roof structure and will be left exposed with factory applied light gray prime coat. Steel roof deck shall be prefinished white.
3. 3' x 7' swing doors are to be insulated, hollow metal in hollow metal frames, and painted to match the building.
4. Interior of tilt wall panels shall have smooth trowel finish, unpainted.
5. Floor joints (saw cut control joints and constructions joints) shall be caulked with semi-rigid two part filler (MM80 or equal) and backer rod (partial depth).
6. Warehouse columns shall be painted.
7. Warehouse wall insulation as required by code, shall be white vinyl faced batt insulation.
8. 42" high guardrail between vertical docks.
9. Bollards and/or guardrail as required to protect fire risers, electrical panels, etc.
10. Epoxy floor coating is excluded.
11. Utility Rooms.
12. Secured Trucker's Restrooms.
13. Bulk Room consisting of 5" IMPs and strip curtain openings.

5.20 Cold Dock / Cooler / Freezer (current & future)

1. Floor sealer is provided (Ashford, Lapidolith, Kure-N-Seal, or equal). Also refer to Section 4.50 Floor Slab.
2. Roof structure and will be left exposed with factory applied light gray prime coat. Steel roof deck shall be galvanized and prefinished white.
3. 3' x 7' swing doors are to be standard USDA white, insulated, with R-value and frame suitable for low temperature installation.
4. Insulated Metal Panels (IMPs), 6" thick.
5. Six (6) High Speed 12' x 14' bi-parting doors, Rytek or equal, with steel "goal post" protection each side.
6. Four (4) High Speed Roll up doors with steel "goal post" protection each side.
7. Floor joints (saw cut control joints and constructions joints) shall be caulked with semi-rigid two part filler (MM80 or equal) and backer rod (partial depth).
8. Warehouse columns shall be painted.
9. Concrete curb, 12" high, as shown in Architectural drawings.
10. 42" high guardrail between vertical docks.
11. Bollards and/or guardrail as required to protect fire risers, electrical panels, etc.
12. Fire Riser rooms as required.

5.30 Main Office: An Allowance of \$85 / SF has been included for 13,440 SF of interior buildout consisting of framing, carpentry, finishes, millwork, electrical, lighting, HVAC, plumbing, fire protection and fire alarm.

5.40 Shipping Office: An Allowance of \$125 / SF has been included for 4,358 SF of interior buildout consisting of framing, carpentry, finishes, millwork, electrical, lighting, HVAC, plumbing, fire

protection and fire alarm. Note: Interior tilt wall bearing walls and second floor structure included in base building cost and not part of allowance.

5.50 Receiving Office & Trucker's Restrooms: An Allowance of \$125 / SF has been included for 3,848 SF of interior buildout consisting of framing (including demising wall), carpentry, finishes, millwork, electrical, lighting, HVAC, plumbing, fire protection and fire alarm.

5.60 Electrical and Pump Rooms: Rooms to be full height framing and drywall

6.00 HVAC SYSTEMS

6.10 Dry Warehouse Area: Installation shall consist of a combination of rooftop mounted package air conditioning units, mechanical ventilation / make-up air and eight (8) HVLV fans (no heat, except if code required for fire pump room).

6.20 Office Areas: Office is to be heated and cooled with rooftop package units as required to provide for an indoor temperature of 70 degrees at 0 degrees outdoor temperature and 72 degrees at 100 degrees outdoor temperature. The units will be York, Carrier, Trane or equal. This scope is included in the Office Improvement Allowances.

6.30 Low Temperature Refrigerated Areas and Bulk Storage Temperatures as follows:

Ice Cream Freezer	-20°F
Freezer	-10°F
Cooler	+35°F
Cold Dock	+35°F
Protein Room	+28°F
Bulk Room	+68°F

6.40 Low Temperature Refrigerated Areas: Per Design Build Proposal by ALTA Refrigeration, Proposal Number 001-8830 Rev. 1 dated June 30, 2020 and attached hereto as Exhibit 1.

Note: VE option to remove min-penthouse units will be considered, at Tenant's discretion.

Note: A mid-level Building Management System is included.

7.00 PLUMBING

7.10 A domestic water service with meter, fire main and sanitary sewer connections to building as shown on Civil drawings and as described in Section 3.40.

Sanitary Sewer shall be designed to enter the building at multiple locations to minimize underground distribution below the Freezer and Cooler floor slab.

A scrubber dump area with floor drain and oil/water separator and hose bib is included.

An eyewash station and hose bib is included at scrubber dump location as required by code.

Hose bibs shall be located around the facility exterior per Plumbing drawings and as required by code.

Hub drains and piping of for all condensate lines.

Domestic water distribution, underground sanitary, floor drains and plumbing fixtures related to Office Areas are included in the Office Improvement Allowances.

Roof drainage to external scupper boxes with downspouts at the north and south walls and surface drained. Main Office roof drainage shall consist internal roof drains and surface drained.

8.00 FIRE PROTECTION

8.10 Dry Warehouse Areas / Bulk Storage:

An ESFR (wet system) automatic fire sprinkler system shall be provided per code and NFPA 13 at the roof level, utilizing K22.4 heads at 40 psi design pressure, based on a building not exceeding 45' maximum deck height. The roof sprinkler design will meet NFPA criteria for the dry goods to protect Class I-IV commodities and cartoned unexpanded plastics stored on the floor, or on single, double, or multiple row racks up to 40' high, but no higher than 4'6" below the roof deck.

8.20 Freezer / Cooler / Cold Dock:

A dry automatic fire sprinkler system shall be provided per code and NFPA 13 at the roof level, utilizing K25.2 storage heads at 50 psi design pressure per FM Global. The equivalency section in NFPA #13, FM Global data sheet 8-9 design criteria will be used for the refrigerated areas for refrigerated storage of Class I-III commodities stored on single or double row racks with minimum of 6' wide aisles. Maximum allowed time of water delivery is 20 seconds. Includes Dry Air Pac compressor with air piping and protect-o-wire system with releasing panels and low voltage wiring.

8.20 Office Areas:

Light Hazard (wet system) automatic fire sprinkler system shall be provided per code and NFPA 13, utilizing semi-recessed chrome heads with UL listed flex drops. This scope is included in the Office Improvement Allowances.

8.30 Fire Pump:

Variable speed diesel operating on municipal water supply.

9.00 ELECTRICAL SERVICE, POWER, AND LIGHTING

9.10 Electric Service:

Four (4) 3000 Amp, 277/480 volt, 3 phase, 4 wire main electric service entrances shall be provided, with utility pads. Switch gear sections shall have aluminum buss and conductors with factory circuit breakers as required for distribution to base building panelboards. Distribution to panelboards shall be underground (PVC) if located at building perimeter or overhead (EMT) if traversing the building. Distribution panels as shown on Electrical drawings. Includes connection of refrigeration equipment.

9.15 An emergency generator is included for life safety systems and two (2) portable generator docking stations are included, per Electrical drawings.

9.20 Fire alarm system to meet local code, including tamper and flow switches.

9.30 Lighting Fixtures:

Office area lighting is to be 2'x4' LED fixtures designed to provide 50-foot candles of illumination

at desktop height. Occupancy sensors shall be installed in office and conference areas per code requirements. Office Areas are included in the Office Improvement Allowances.

Warehouse lighting is to be LED high bay fixtures designed to provide 30-foot candles of illumination measured at 3'-0" above finish floor, per Tenant supplied racking plan. Base building includes fixtures as provided by Tenant's preferred vendor, Vivid Energies, for both Dry Warehouse and Freezer/Cooler/Cold Dock Areas.

Note: VE option to use alternate light fixtures, at Tenant's discretion.

All emergency and exit lighting to comply with local code, assuming general warehousing conditions (no racking or obstructions). All exit lights shall be LED type with 90-minute battery back-up per code.

Exterior lighting is to be pole mounted LED fixtures situated around the perimeter of the truck/trailer parking areas, LED building mounted wall packs and recessed LED fixtures at office entries, designed to comply with local code.

9.40 Power and Receptacles:

All necessary receptacles and power connections for base building systems. Office Areas are included in the Office Improvement Allowances

9.50 Electrical Distribution for Conveyors & MHE:

Three (3) 200A electrical panels will be provided for connection of KeHE supplied and installed conveyors and Material Handling Equipment.

10.00 EXCLUSIONS

10.10 Exclusions:

- Installation and connection of any Owner supplied equipment.
- Intercom, telephone, low voltage and security systems.
- Smoke removal equipment.
- Lightning Protection.
- Epoxy flooring / special floor coatings.
- FM Global insurance requirements.
- Skylights and smoke & heat vents.
- Fire suppression water storage tank.
- Seismic bracing.
- Pick Module / Conveyors.
- Monument and Building Signage
- Provisions for Solar Arrays

END OF OUTLINE SPECIFICATIONS

Exhibit 1

ALTA Proposal Number 001-8830 Rev. 1 dated June 30, 2020

EXPERT PROPOSAL

TO Becknell Industrial

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We are pleased to have the opportunity to offer our proposal to furnish the following:

DESIGN PARAMETER:

This is a design/build proposal using 2nd generation EXPERT industrial Freon packages (R-134a) designed for automatic operation. The industrial split packages are designed to consume the same (or less) power as a central ammonia refrigeration system on a yearly basis with no water usage. The life cycle of the industrial split package equipment is the same as equipment used on central industrial systems. All are industrial stainless steel evaporators with hot gas defrost. The system is designed to produce refrigeration for the following:

1. -20°F Ice Cream Freezer (7,700sf)
2. -10°F Freezer (72,300sf)
3. +35°F Cooler (54,200sf) – Cooler will be convertible to -10°F.
4. +28°F Protein Room (8,000sf)
5. +35°F North Cold Dock (23,000sf)
6. +35°F South Cold Dock (30,100sf)

Refrigeration equipment and piping systems shall comply with the latest codes and standards at the time of this proposal including ASME/ANSI B31.5, ASHRAE15.

ASSUMPTIONS:

ALTA has taken into consideration the following criteria in design of the refrigeration system:

1. 800 Door Openings to the Freezer from the Shipping/Receiving Dock per day @ 15 seconds an opening. Due to the high throughput, ALTA highly recommends the use of air doors on the freezer to help minimize the infiltration.
2. All incoming product is within $\pm 5^\circ\text{F}$ of specified room storage temperatures (no product load).
3. North & South Dock will be open to the Cooler.

SCOPE OF WORK:

1. We propose to furnish all labor, material, equipment and services as necessary for the installation of the refrigeration system. We include all of the items listed below in order to have an operable system for use by the owner. Exclusions and services required by others for a completed system are as noted in work by others.
2. In general, the project shall include the furnishing and installing of the following as noted:
 - A. Industrial Split Freon System(s): QTY: (9) EXPERT Industrial Series Air Cooled Packages, each unit includes the following equipment:
 1. Screw Compressors.
 2. Air Cooled Condenser (Stainless Steel Tubes / Aluminum Fins) with hail guards.
 3. Evapco Air Unit (Stainless Steel Tubes / Aluminum Fins).
 4. Condenser has Stainless Steel Piping (No copper).
 5. VFD's on compressors, condenser fans, and evaporators.
 6. Independent Starter Panel and Control Panel (UL Listed and NFPA 70 compliant).
 7. Control system is PLC with remote access via the Data Collector which requires an internet connection. System can perform self-diagnoses as well as email alarms.

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8. 50% Redundancy on compressors.
9. Hot Gas Defrost of evaporators.
 - a. Freezer will have (3) LT3, 3-Fan Expert Package with the roof top package weighing around 30,000lbs, 373"CL x 85"CL.
 - b. Ice Cream Freezer will have (2) LT2, 2-Fan Expert Package which will require a 200amp breaker with the roof top package weighing around 24,000lbs, 325"CL x 85"CL.
 - c. Cooler will have (1) LT4, 4-Fan Expert Package with the roof top package weighing around 34,000lbs, 421"CL x 85"CL.
 - d. Cooler will have (1) LT3, 3-Fan Expert Package with the roof top package weighing around 30,000lbs, 373"CL x 85"CL.
 - e. North Dock will have (1) HT4, 4-Fan Expert Package with the roof top package weighing around 34,000lbs, 421"CL x 85"CL.
 - f. South Dock will have (1) HT4, 4-Fan Expert Package with the roof top package weighing around 34,000lbs, 421"CL x 85"CL.
 - g. HT4 Evaporators for the Dock weigh around 13,000lbs each.
 - h. LT2 Evaporators for the Ice Cream Freezer weigh around 6,500lbs each.
 - i. All evaporators for Dock & Ice Cream Freezer are hanging from the building primary steel in the rooms.
 - j. All evaporators for Cooler & Freezer are provided as Mini Penthouse configuration w/ individual ductwork.
- B. Century Packages: QTY: (2) Century packages, each unit includes the following equipment:
 1. Bitzer or Frascold Semi-hermetic reciprocating compressors.
 2. Integrated with control system.
 3. Electric Defrost.
 - a. +28°F Protein Room will have two (2) Century packages with the rooftop package weighing approximately 3,600lbs. Each Century package will be installed with one (1) ceiling hung evaporator each. Each evaporator will weigh approximately 1,400 lbs.
- C. (2) Auxiliary Circulation fans for the +28°F Protein Room.
- D. Glycol under-floor heating system for approximately ~144,000 sq. ft. (2) glycol pits on the truck dock must be allowed for.
 - i. Future glycol pit will include only the manifold and underfloor piping. The pump, expansion tank, and piping to the Expert are not included.
- E. All piping listed below:
 1. Refrigeration piping.
 2. Condensate piping to floor hub drains to within 10' of plan view of the air units. Mini penthouse units to drain on roof.
 3. Underfloor glycol heating system.
- F. Pipe and fitting insulation system consisting of rigid polystyrene with "welded" white PVC jacketing indoors and aluminum jacketing outdoors for the following:
 1. Refrigeration piping between condenser(s) and evaporator(s).
 2. Condensate drain lines.

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3. Under-floor heating system.
- G. Motors and combination starters for all equipment furnished.
- H. Drawings for the refrigeration system control, power, and signal wiring (**all wiring and final stamped electrical drawings by others**).
- I. Refrigerant and oil charge.
- J. Data Collector system, (computer) for the Expert Packages, that will email alarms and keep room temperature logs.
- K. All transportation, storage, unloading, moving, rigging and setting of the equipment.
- L. Crane – ALTA has included (1) crane mobilization to set all units at once.
- M. Secondary supports for all evaporators and piping (All primary steel must be installed and level prior to ALTA arriving on site)
- N. Check, test and start-up of the refrigeration system.
- O. Three day equipment training during start-up, by Start-Up personnel.
- P. Manuals and final drawings.
- Q. 1 Year Warranty on refrigeration system from date of startup.

WORK BY OTHERS:

1. General Contractor:
 - A. Condensing unit support steel (lower service catwalks and ladders – if applicable). All steel shall be installed and level prior to ALTA arriving on site.
 - B. Primary air unit support steel (bar joist).
 - C. A flat and level surface for penthouse units shall be provided by others (this includes removing roof membrane and insulation, removal of any roof deck inside curb perimeter, installing shims or curb steel for a level surface to set unit - details will be coordinated w/ ALTA).
 - D. Items A thru C shall be completed prior to ALTA arriving on site to set condensing units and/or penthouses. If ALTA arrives and work is not completed, ALTA will be entitled to reimbursement of any incurred costs.
 - E. Roof access ladders, including piping crossovers, stairs, platforms, catwalks, etc.
 - F. Job-site dumpster.
 - G. Auxiliary heat if required to maintain minimum room temperature.
 - H. Concrete core drilling and/or cutting as required for the installation of the refrigeration system.
 - I. Sealing of all wall and roof penetrations.
 - J. Under-floor heating systems require a 4" minimum mud slab or 8" to 12" of sand fill without a mud slab.
 1. A glycol pit must be provided (pit by others) as to route heating pipes from freezer floor to dock area.
 2. Glycol piping is to be installed on a smooth, level grade.
 3. Trenching of compacted earth or fill to install the glycol piping (normally not required).
 4. Compacting prior to or after glycol piping installation (normally not required).
 5. Water must be used to pressure test. Water furnished by others.

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- K. Access to building shall be adequate to handle equipment delivery trucks, work trucks, forklifts, and truck crane. Crane rentals are based on using the shortest possible reach from the edge of the building without the use of “mud mats”.
 - L. Primary roof marking (warning line and guard rail system).
 - M. Roofing Systems:
 - 1. Before the refrigeration piping systems and equipment located on any roof are installed, a walkway system must be installed to protect the roofing system and must be adequate to accommodate excessive foot traffic for welding operations during construction. This walkway system will be utilized for future maintenance and service of the refrigeration system after construction.
 - 2. Roofing systems that utilize rock ballast will be required to have the ballast kept clear from the refrigeration piping and equipment locations by at least 5’ on all sides until the installation of the refrigeration system is complete.
 - 3. Reasonable protection of any existing or new roofing systems will be implemented including the use of plywood sheeting and fire blankets in the areas where welding operations take place, however, roof wear and damage may occur from heavy personnel traffic and the installation of the equipment.
 - 4. Repairs to any part of the roofing system are to be provided by others at no additional expense to ALTA Refrigeration.
 - N. ALTA will provide 2D drawings as a part of this proposal. Any 3D drawings (i.e. Revit, Inventor, etc.) are not included and will require a change order.
 - O. Temporary power and temporary lighting.
 - P. Toilet facilities.
 - Q. Permits & any Excise taxes.
2. Plumbing:
- A. Under-floor plumbing lines and hub drains for air unit condensate drains to within 10’ of plan view of the air units, unless otherwise noted.
3. Electrical:
- A. Main electrical service with breakers and feeders for refrigeration system 460-3-60.
 - B. Power, control and signal wiring for the refrigeration system.
 - 1. Installation and termination of all control wiring.
 - 2. Installation and termination of all power wiring (including breakers, feeders, and disconnects).
 - 3. Installation and termination of all signal wiring.
 - C. Internet connectivity for the refrigeration Data Collection System computer (this is required for emailing alarms, warranty support, & remote access).
 - D. CAT5E (if under 200’) or Fiber Optic wire from each EXPERT system to the Data Collection computer.
 - E. Any other remote disconnects as may be required by local code or local jurisdiction.

EXPERT SIZE	TEMP	MCA	RLA	MOCP	BREAKER
4 FAN	LT	371	319	449	400A
	HT	261	239	306	300A
3 FAN	LT	283	239	342	300A
2 FAN	LT	193	159	230	200A

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4. Miscellaneous:
 - A. Performance or payment bond. If required add 1.10% to final contract price.
 - B. Routine maintenance and general housekeeping as needed such as keeping leaves, dirt, cardboard, and cleaning condenser and evaporator coils or cleaning drain lines
 - C. If online management and/or billing is required by customer or general contractor. Any costs associated with utilizing this system will be added to the total contract price.

NOTES:

1. All drawings are to be prepared under the direct supervision of a refrigeration engineer licensed in the State of project.
2. Prices based upon using open shop, non-union labor.
3. Door management is important to maintain proper temperatures. Automatic doors with strip curtains are required in refrigerated areas.
 - A. Strip curtains must be tight sealing to prevent air infiltration.
 - B. Truck dock door seals must be close fitting to minimize air infiltration.
 - C. Doors must remain closed when not in use.
 - D. Passage between refrigerated truck dock and dry storage must be adequately sealed with doors to prevent air infiltration due to temperature and pressure differentials.
 - E. Conveyor openings must be sealed to minimize air infiltration and not remain open.
4. Post weld heat treatment for vessel(s) are not included in the scope of work.
5. All refrigeration piping welds are in accordance with ASME B31.5. If more than a visual inspection is required, additional time and costs will be required and must be addressed prior to construction.
6. A flat and level frame for condensing units (lower service catwalks and ladders – if applicable) is to be provided by others.
7. A flat and level surface for penthouse units shall be provided by others (this includes removing roof membrane and insulation, removal of any roof deck inside curb perimeter, installing shims or curb steel for a level surface to set unit - details provided by ALTA).
8. Items 6 and 7 shall be completed prior to ALTA arriving on site to set condensing units and/or penthouses. If ALTA arrives and work is not completed, ALTA will be entitled to reimbursement of any incurred costs due to project not being ready.
9. Price is based on being able to coordinate the setting of each condensing package at the shortest reach possible onto building. Price is also based upon condensing package being within 10' plan view of evaporator.
10. Price is based on (2) two mobilizations. (1) one mobilization is to install glycol and (1) one mobilization to set and install EXPERT units and penthouses (unless otherwise noted).
11. All equipment and material pricing is current to the date on the proposal. If a price increase is incurred by supplier(s) within the 30 day period of the proposal AND before execution of contract, ALTA may ask to be compensated for the direct increase of cost.
12. Retainage on subcontract to be the same as what is held by client on GC's contract but not to exceed 10% of subcontract price.
13. ALTA will judiciously exercise its Mechanics Lien rules by state. If final payment has not been received within deadline as outlined by state of project from substantial completion (or Notice of Completion), ALTA will proceed in filing a lien on the project.
14. Liquidated damages are not included in this proposal. If liquidated damages are required, ALTA will issue a change order to cover these.

PROJECT SCHEDULE:

1. Major equipment delivery is 41 weeks after placing order but is subject to change depending on manufacturing backlog. A down payment, as outlined below, is required.
2. Total installation duration is no less than 13 weeks continuous construction time (ALTA will be allowed to work 7-days a week) beginning when crew arrives on-site for main construction work. (This excludes underfloor glycol work because it may happen earlier than the main portion of work and the startup of the refrigeration system.)

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3. Schedule cannot be compressed without changing contract price.
4. Start-up / Commissioning requires around **4** weeks (temporary or permanent power **IS** required to begin this process)
5. Pull-down requires about **14** days after required electrical work is completed.

ATTACHMENTS:

1. ALTA Refrigeration General Terms and Conditions of Sale.
2. Guarantee, Warranty and Obligations: Definitions, contractor, owner and general liability.

THE PRICE FOR THE ABOVE SCOPE OF WORK EXCLUDING USE TAX IS: \$5,665,788.00**NOTE: PLEASE SEE ALTA TERMS FOR DOWN PAYMENT REQUIREMENTS****ALTERNATES:**

1. Include 8.6% Use Tax., **ADD:** **\$351,451.00**

CONFIDENTIALITY: The contents of this proposal, technical information and drawings supplied by ALTA Refrigeration in connection herewith shall remain confidential pending Buyer's acceptance of this Proposal. ALTA Refrigeration has original ideas and time invested in the preparation of this proposal and this information is not to be provided to others without the express written permission of ALTA Refrigeration. ALTA Refrigeration will be properly compensated for any information provided to any other entity without proper authorization.

****Proposal valid for a period of 30 days from date of issue unless otherwise notified in writing****

TERMS: Net 20 days**F.O.B. POINT: Jobsite****ESTIMATED SHIPPING DATE 41 weeks from receipt of approved order at Peachtree City, GA, complete with all specifications and final approvals.**

The General Terms and Conditions of Sale appearing on the following page are part of this proposal. If you wish to submit a purchase order based on this proposal please attach the signed original of this proposal to your purchase order. Your purchase order will constitute an acceptance of this proposal and will be final when approved by ALTA Refrigeration. Any terms and conditions contained in your purchase order that vary from those contained herein shall be inapplicable.

*(See Attached Guarantee and Warranty)***Submitted by:** Ethan Blevins**Sales Representative****Approved:**
ALTA Refrigeration_____
Purchaser

By: _____

By: _____

Title: _____

Title: _____

Date

Date

TERMS FOR DOWN PAYMENT REQUIREMENTS

This document outlines steps the CUSTOMER must take to secure EXPERT Units for their project. Because of the current high demand for the EXPERT product line, ALTA requires Down Payment(s) to secure production slots for all incoming orders. In an effort to be fair to all customers, production slots are secured on a first come first serve basis.

There are (2) two components of the down payment:

1. Down Payment to Secure a Manufacturing position
2. Down Payment to Proceed with Manufacturing

The first down payment component is to secure a manufacturing position for the requested units. The first down payment is 10% of the total contract price (**no retainage to be applied / withheld**). This down payment will be requested immediately by ALTA from CUSTOMER when a production slot is requested. ALTA will allow 10 working days to receive the first down payment to secure that position. **This is a “one time” grace period per job.** If funding is not received within 10 working days, the production slot will be forfeited, and the next available production slot will be secured once the first down payment is received. The initial 10% down payment is fully refundable if order is canceled 16 weeks prior to ALTA entering production or earlier.

Sixteen (16) weeks prior to production, ALTA will bill for the second down payment, the Down Payment to Proceed with Manufacturing. The second down payment is an additional 20% of the total contract price (**no retainage to be applied / withheld**). CUSTOMER can either “hold / not pay” or “proceed / pay” with the manufacturing of these units. If CUSTOMER opts to “hold / not pay”, the current manufacturing position will be forfeited, and the CUSTOMERS manufacturing position will go to the end of the production schedule.

If CUSTOMER opts to “proceed”, the second down payment will be requested immediately. Upon receipt of payment, all units will enter production and continue through production until finished or until CUSTOMER specifically tells ALTA to stop production. If ALTA does not receive the second down payment within 30 days of billing, this will be considered “hold / not pay” and production slot will be forfeited.

Again, there is no risk for CUSTOMER receiving a refund of the first down payment as long as ALTA does not move forward with production (16-week threshold as outlined above).

Separate from the down payments, ALTA will submit progress billing for units completed each month. Progress payment(s) must be received by ALTA prior to units shipping (**no retainage to be applied / withheld**). ALTA can provide proof of the completed EXPERT Unit(s) as well as proof of insurance on the unit(s) that will be held on ALTA’s premises until ready to ship.

In summary, ALTA will require the following payments prior to shipment:

1. (10% of contract price) Down Payment to Secure manufacturing position.
2. (20% of contract price) Down Payment to Proceed with manufacturing.
3. Progress payment for completed units prior to shipping.

GENERAL TERMS AND CONDITIONS OF SALE

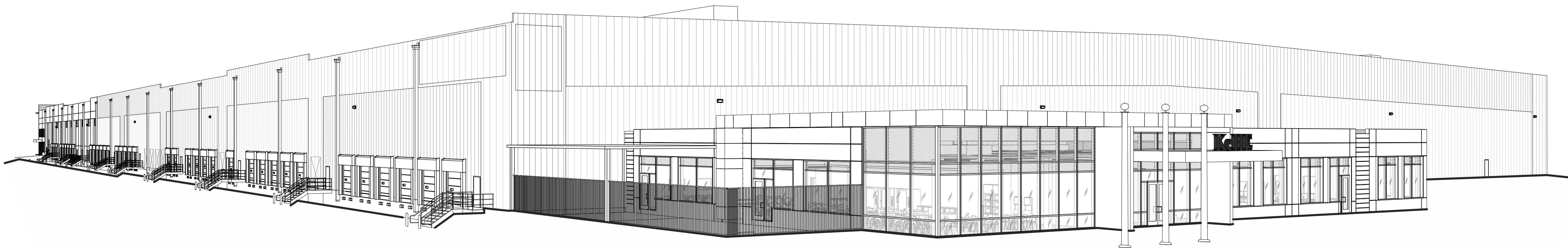
1. **PRICES** – Prices shown on this Proposal are Seller's prices in effect on the date the Proposal is made. All Proposals expire thirty (30) calendar days from the date of the Proposal, unless withdrawn sooner or otherwise stipulated in writing. Seller has the option to revise or extend quoted prices after thirty (30) calendar days.
2. **PAYMENT** – All invoices shall be due according to the payment terms shown on the proposal. Seller shall have the option to progress bill the total shown on the Proposal for projects longer than thirty (30) calendar days in duration.
3. **TAXES AND DUTIES** – Unless otherwise indicated in this Proposal, all prices are exclusive of excise, sales, use, property, occupational or like taxes and duties which may be imposed by any taxing authority. Any such taxes and duties that must be paid by Seller or if Seller is responsible for the collection of such taxes or duties, the amount thereof shall be in addition to the amount quoted in this Proposal. Buyer agrees to pay all such taxes or duties to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any duty, sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax or duty, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.
4. **TITLE** – Seller retains title to the equipment covered by this Proposal until full payment is made and received hereunder.
5. **FREIGHT** – All shipments are F.O.B. point of manufacture. Charges to deliver materials and equipment to the "ship to" address will be added to Sellers' invoice to Buyer unless otherwise specified in the Proposal.
6. **INSTALLATION** – Unless otherwise specifically provided for in this Proposal, Buyer has full responsibility for the installation and the initial start-up of the equipment and Seller shall not be responsible for any damages to the equipment or any consequential damages by reason thereof. Any materials not specifically listed in this Proposal are to be furnished by Buyer, Seller makes no representations or warranties for Buyer furnished materials.
7. **WARRANTY** – Seller warrants that the items sold hereunder shall be free from defects in material or workmanship for a period of one year (365 calendar days) from the date of initial start-up or eighteen (18) months from date of shipment from the factory, whichever occurs first, unless noted differently above. This warranty comprises Seller's sole and entire warranty pertaining to items and equipment provided hereunder, Seller makes no other warranty, guarantee, or representation of any kind whatsoever. All other warranties, including but not limited to, merchantability and fitness for purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing are hereby disclaimed. With respect to equipment, materials, parts and accessories manufactured by others, Seller will undertake to obtain for Buyer the full benefit of the manufacturers' warranties. Seller will not be liable for any consequential damages, loss or expense arising in connection with the sale, resale, use of or inability to use its goods for any purpose whatever and Seller's maximum liability shall not, in any case, exceed the price of the goods claimed to be defective. Seller will not be liable for the infringement of any patent by Buyer's use of any materials delivered hereunder.
8. **FORCE MAJEURE** – Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.
9. **CANCELLATION** – Buyer may request to cancel all or any part of an order upon written notice to Seller, no such request shall become part of this Agreement unless agreed upon by Seller with a written amendment to this Proposal. Buyer agrees to payment of a reasonable and proper sum to compensate Seller for expenses incurred in the engineering and/or manufacture of said order to the date of cancellation.
10. **ENTIRE AGREEMENT/GOVERNING LAW** – The terms and conditions set forth herein, together with any amendments, modifications and any different terms and conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the Uniform Commercial Code, as enacted by the State of Georgia.
11. **CONFIDENTIALITY** – The contents of this proposal, technical information and drawings supplied by the Seller in connection herewith shall remain confidential pending Buyer's acceptance of this Proposal.

GUARANTEE, WARRANTY AND OBLIGATIONS:

1. Definitions:
 - A. Materials - Items such as pipe and fittings, structural steel, pipe hangers, pipe and vessel insulation, welding rods, etc., which are purchased from a materials supplier and installed by the workmen during construction.
 - B. Equipment - Items such as pressure vessels, air handling units, compressors, condensers, electric motors, valves, etc., which are purchased from an equipment manufacturer and installed by the workmen during construction.
 - C. Workmanship - Quality of performance of the workmen during the construction phase of the project. The Contractor is responsible for furnishing installation workers that have a thorough knowledge of refrigeration system installation and proper welding procedures.
 - D. Start-up Date - The date that a piece of refrigeration equipment or the system is initially placed in operation. Equipment that has been started and then placed in a "standby" mode will continue to have the Warranty Period continue from the Start-up Date.
 - E. Warranty Period - The Warranty Period for Materials and Workmanship shall commence from the Start-up Date and end one year (365 calendar days) from the Start-up Date. The Warranty Period for Equipment shall commence on the Start-up Date and end one year (365 calendar days) from the Start-up Date or eighteen (18) months from the date of shipment from the factory, whichever occurs first, unless noted differently above.
2. The Contractor:
 - A. The Contractor shall warrant all Materials and Workmanship for a period of one (1) year from the Start-up Date. Defects in Materials or Workmanship shall be corrected at no cost to the Owner during the Warranty Period, unless noted differently above.
 - B. The Contractor shall assign and furnish to the Owner a copy of all manufacturers' "warranties" for Equipment supplied on the project. It is the responsibility of the Contractor to process all "warranty" claims for the Owner that occur during the Warranty Period. All manufacturers stated warranty terms and conditions shall apply to the Owner.
 - C. The Contractor shall furnish all labor not covered by any manufacturers' warranty during the (30) day period after initial start-up at no additional charge to the Owner.
 - D. The Contractor shall provide for the start-up of the refrigeration system and verify the operation at design room or product temperatures.
 - E. The Contractor shall provide training of the Owners' representative for a minimum period of three (3) days after design conditions are reached at no additional charge to the Owner.
3. The Owner:
 - A. The Owner shall provide "boiler and machinery insurance" or will assume the liability for the cost of replacing Materials after the initial thirty (30) day warranty period.
 - B. The Owner will assume responsibility for refrigerant loss thirty (30) days after the Start-up Date of the refrigeration system.
 - C. The Owner shall assume responsibility for the proper operation and maintenance (including ongoing water treatment) of the system after the design conditions are obtained.
 - D. The Owner shall give notice to the Contractor of observed defects with reasonable promptness.
 - E. The Owner shall provide a minimum of one (1) person to receive system training when notified by the Contractor.
4. General Liability:
 - A. The Contractors' general liability shall be in accordance with the law of the place of building, and shall not be limited by any of the foregoing provisions, any provision in the contract documents or any special guarantee time limit.

BUILD TO SUIT FOR KeHE BY BECKNELL INDUSTRIAL

17505 W. THOMAS ROAD
GOODYEAR, ARIZONA 85395



SHEET INDEX

TOTAL
SHEETS
60

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PLUMBING SHEET COUNT: 5

LANDSCAPE

UNDER SEPARATE SUBMITTAL

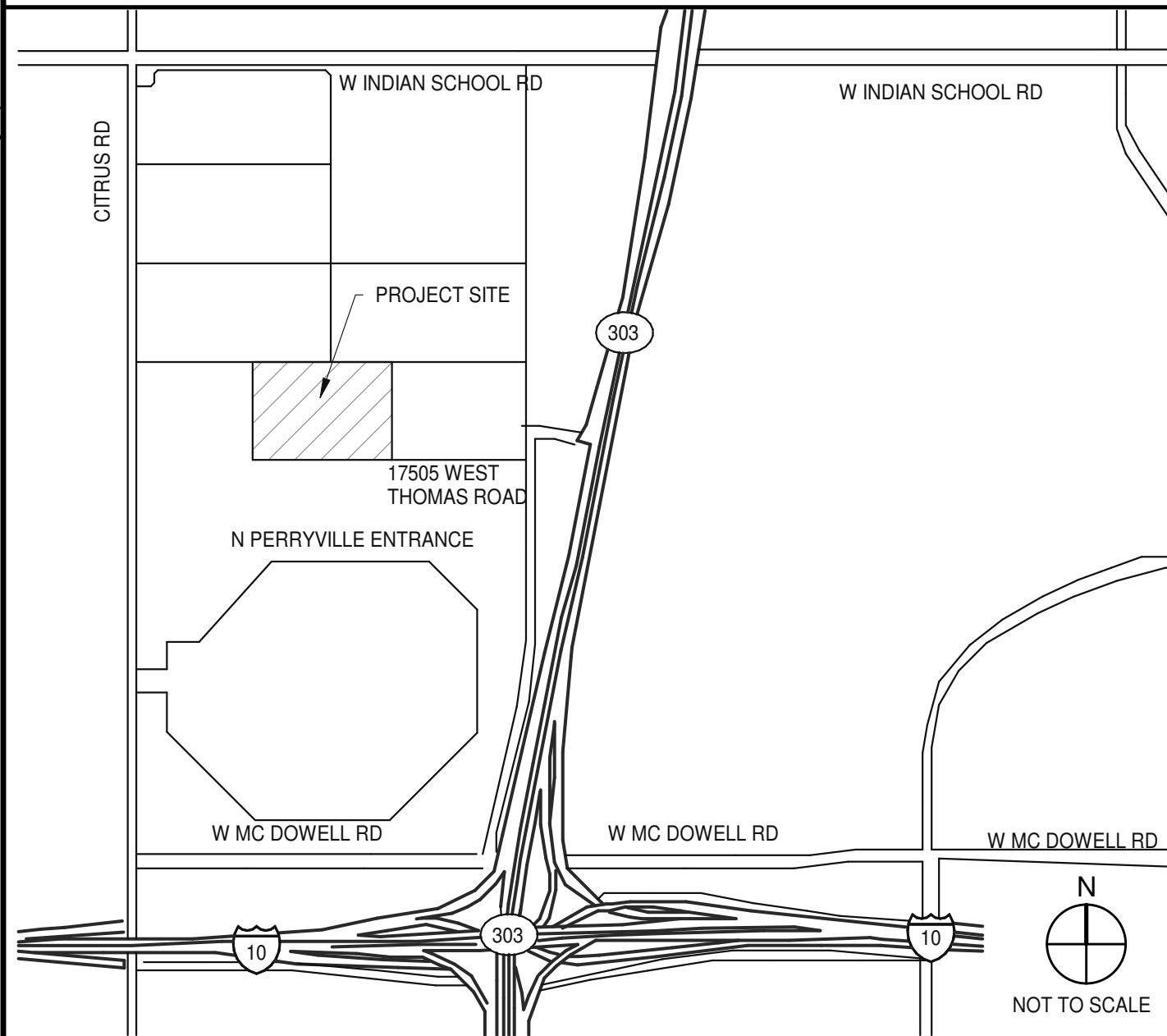
CIVIL

UNDER SEPARATE SUBMITTAL

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STRUCTURAL SHEET COUNT: 21

VICINITY MAP



OWNER

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PHOENIX, AZ 85040

KEN EUGE
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keuge@speedie.net

DEFERRED SUBMITTALS

DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE ARCHITECT AND ENGINEERS OF RECORD WHO SHALL REVIEW AND PROVIDE NOTATION INDICATING DOCUMENTS HAVE BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE BUILDING DESIGN. SUBMITTAL MATERIALS SHALL INCLUDE PLANS, DETAILS AND CALCULATIONS PREPARED AND SIGNED BY A STATE REGISTERED ENGINEER. CONTRACTOR SHALL SUBMIT ARCHITECT AND ENGINEER REVIEWED SUBMITTAL MATERIALS TO THE BUILDING OFFICIAL FOR REVIEW AND PERMIT APPROVAL. DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED PRIOR TO OBTAINING THE BUILDING OFFICIALS APPROVAL OF THE SUBMITTAL.

1. AUTOMATIC FIRE SPRINKLER SYSTEM.
2. FIRE ALARM SYSTEM.
3. STEEL JOISTS, TRUSSES AND GIRDERS CONFORMING TO SJI STANDARDS SPECIFICATIONS.
4. HIGH PILED STORAGE RACKING. (UNDER SEPARATE PERMIT)
5. EXTERIOR BUILDING SIGNAGE.
6. ANCHORAGE DESIGN FOR ALL ELECTRICAL EQUIPMENT REQUIRED.
7. HAZARDOUS MATERIAL INVENTORY SUBMITTAL.
8. PREMANUFACTURED METAL CANOPY.
9. ACCESS LADDERS.
10. EXTERIOR STAIRS

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TITLE SHEET

DATE	REMARKS
07/14/2020	60% ISSUED FOR PRICING
08/17/2020	ISSUED FOR PERMIT

PA/PM:	J. MITROS/ M. PIRAINO
DRAWN BY:	M.R.V.O.
JOB NO.:	CH20-0069-00

SHEET

A0.1

State of Illinois Design Firm Registration No. 184-004069

architecture
planning
interiors
graphics
civil engineering

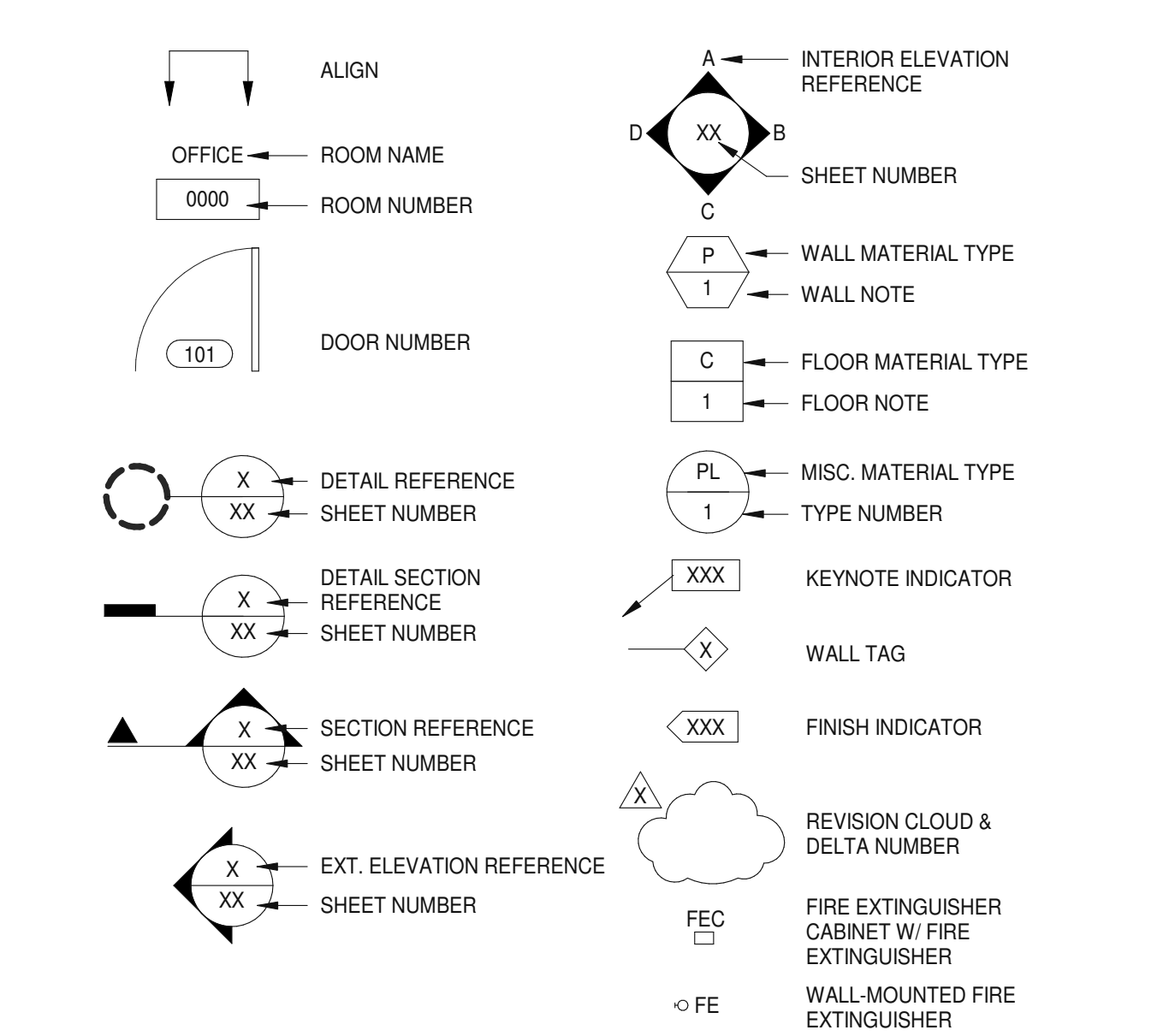
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BUILD TO SUIT FOR KeHE BY
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17505 W. THOMAS ROAD
GOODYEAR, ARIZONA 85395

ABBREVIATIONS

#	POUND or NUMBER	G.B.	GRAB BAR	R.	RISER
&	AND	G.C.	GENERAL CONTRACTOR	R.B.	RUBBER / RESILIENT BASE
(E)	EXISTING	G.F.I.	GROUND FAULT	R.C.P.	REFLECTED CEILING PLAN
@	AT	GA	INTERRUPT	R.D.	ROOF DRAIN
-	DIAMETER or ROUND	GA	GALVE	R.O.	ROUGH OPENING
Ø	DIAMETER	GL	GALVANIZED	R.O.W.	RIGHT OF WAY
□	CENTERLINE	GL	GLASS	R.T.U.	ROOF TOP UNIT
∠	ANGLE	GND.	GROUND	R.W.L.	RAIN WATER LEADER
A.D.	AREA DRAIN	GR.	GRADE	RAD.	RADIUS
ACOUS.	ACOUSTICAL	GYP.	GYPSON	REF.	REFERENCE
ADJ.	ADJUST, ADJUSTABLE or ADJACENT	H.B.	HOSE BIBB	REFR.	REFRIGERATOR
AGGR.	AGGREGATE	H.C.	HOLLOW CORE	REINF.	REINFORCE(D)
AL	ALUMINUM	H.M.	HOLLOW METAL	REQ.	REQUIRED
APPROX.	APPROXIMATE(LY)	H.P.	HIGH POINT	RESIL.	RESILIENT
ARCH.	ARCHITECTURAL	H.V.	HIGH VOLTAGE	RGTR.	REGISTER
ASB.	ASBESTOS	HDWD.	HARDWOOD	RM	ROOM
ASPH.	ASPHALT	HDWE.	HARDWARE	RWD.	REDWOOD
B.O.C.	BOTTOM OF CONCRETE	HORIZ	HORIZONTAL	S.	SOUTH
B.O.M.	BOTTOM OF MULLION	HT.	HEIGHT	S.A.F.	SELF-ADHERED FLASHING
B.O.P.	BOTTOM OF PANEL	I.D.	INSIDE DIMENSION	S.C.	SOLID CORE
B.O.R.	BOTTOM OF REVEAL	I.H.P.	INTERMEDIATE HIGH POINT	S.C.D.	SEAT COVER DISPENSER
BD.	BOARD	I.M.P.	INSULATED METAL PANEL	S.D.	SOAP DISPENSER
BITUM.	BITUMINOUS	INT.	INTERIOR	S.F.	SQUARE FOOT
BLDG.	BUILDING	J.B.	JUNCTION BOX	S.I.	SANITARY NAPKIN DISPENSER
BLK.	BLOCK	JAN.	JANITOR	S.N.R.	SANITARY NAPKIN RECEPTACLE
BLKG.	BLOCKING	JST.	JOIST	S.S.	STAINLESS STEEL
BM.	BEAM	JT.	JOINT	S.SK.	SERVICE SINK
BOT.	BOTTOM	K.O.	KNOCK-OUT	S.T.C.	SOUND TRANSMISSION COEFFICIENT
C.B.	CATCH BASIN	K.P.	KICK PLATE	SCHED.	SCHEDULE
C.G.	CORNER GUARD	K.W.H.	KILOWATT HOUR	SOWD.	SOLID CORE WOOD
C.I.	CAST IRON	KIT.	KITCHEN	SECT.	SECTION
C.O.	CASED OPENING	L.P.	LOW POINT	SH.	SHELF
C.O.M.	CENTER OF MULLION	L.S.	LIMESTONE	SHR.	SHOWER
C.O.R.	CENTER OF REVEAL	L.V.	LOW VOLTAGE	SHT.	SHEET
CAB.	CABINET	L.W.C.	LIGHT WEIGHT CONCRETE	SIM.	SIMILAR
CEM.	CEMENT(ITIOUS)	LAM.	LAMINATE(D)	SPEC.	SPECIFIED or SPECIFICATION
CER.	CERAMIC	LAV.	LAVATORY	STA.	STATION
CLG.	CEILING	LIN.	LINEAR	STD.	STANDARD
CLKG.	CAULKING	LIQ.	LIQUID	STL.	STEEL
CLR.	CLEAR	LKR.	LOCKER	STOR.	STORAGE
CNTR.	COUNTER	LT.	LIGHT	STRL.	STRUCTURE or STRUCTURAL
COL.	COLUMN	LTL.	LINTEL	SUPP.	SUPPLEMENT or SUPPLEMENTARY
CONC.	CONCRETE	LVR.	LOUVER	SUSP.	SUSPENDED
CONN.	CONNECTION	M.B.	MOP BASIN	SYMM.	SYMMETRICAL
CONSTR.	CONSTRUCTION	M.C.	MEDICINE CABINET		
CONT.	CONTINUOUS	M.O.	MASONRY OPENING	T&G	TONGUE AND GROOVE
CORR.	CORRIDOR	MAINT.	MAINTENANCE	T.	TREAD
CTR.	CENTER	MAN.	MANUAL	T.B.	TOWEL BAR
CTSK.	COUNTER-SUNK	MAS.	MASONRY	T.C.	TOP OF CURB
D.F.	DRINKING FOUNTAIN	MAX.	MAXIMUM	T.O.C.	TOP OF CONCRETE
D.O.	DOOR OPENING	MECH.	MECHANICAL	T.O.M.	TOP OF MULLION
D.S.	DOWNSPOUT	MEMB.	MEMBRANE	T.O.P.	TOP OF PARAPET
D.S.P.	DRY STANDPIPE	MET.	METAL	T.O.R.	TOP OF REVEAL
DBL.	DOUBLE	MEZZ.	MEZZANINE	T.O. REC.	TOP OF DEEP RECESS
DEPT.	DEPARTMENT	MFR.	MANUFACTURER	T.O.S.	TOP OF STEEL
DET.	DETAIL	MH.	MANHOLE	T.O.W.	TOP OF WALL
DIA.	DIAMETER	MIN.	MINIMUM	T.P.	TOP OF PAVEMENT
DIM.	DIMENSION	MIR.	MIRROR	T.P.D.	TOILET PAPER DISPENSER
DISP.	DISPENSER	MISC.	MISCELLANEOUS	T.V.	TELEVISION
DN.	DOWN	MTD.	MOUNTED	TEL.	TELEPHONE
DR.	DOOR	MUL.	MULLION	TER.	TERRAZZO
DWG.	DRAWING	N.	NORTH	THK.	THICK
DWR.	DRAWER	N.I.C.	NOT IN CONTRACT	TOL.	TOLERANCE
E.	EAST	N.R.C.	NOISE REDUCTION COEFFICIENT	TYP.	TYPICAL
E.J.	EXPANSION JOINT	N.T.S.	NOT TO SCALE	U.C.	UNDERCUT
E.P.	ELECTRIC PANELBOARD	NO.	NUMBER	U.H.	UNIT HEATER
E.W.C.	ELECTRIC WATER COOLER	NOM.	NOMINAL	U.L.	UNDERWRITERS' LABORATORIES
EA.	EACH	O.A.	OVERALL	U.O.N.	UNLESS OTHERWISE NOTED
EL.	ELEVATION	O.C.	ON CENTER	UNF.	UNFINISHED
ELEC.	ELECTRICAL	O.D.	OUTSIDE DIAMETER	UR.	URINAL
ELEV.	ELEVATOR	O.F.	OUTSIDE FACE		
EMER.	EMERGENCY	O.H.	OVERHEAD or OPPOSITE		
ENCL.	ENCLOSED or ENCLOSURE	OPS.	OPERATION	V.C.T.	VINYL COMPOSITE TILE
EQ.	EQUAL	OFF.	OFFICE	V.I.F.	VERIFY IN FIELD
EQPT.	EQUIPMENT	OPNG.	OPENING	V.P.	VISION PANEL
EXP.	EXPANSION	OPP.	OPPOSITE	V.R.	VAPOR RETARDER
EXPO.	EXPOSED	P.C.	PRECAST	VAC.	VACUUM
EXST.	EXISTING	P.J.	PANEL JOINT	VERT.	VERTICAL
EXT.	EXTERIOR	P.LAM.	PLASTIC LAMINATE	VEST.	VESTIBULE
F.A.	FIRE ALARM	P.S.F.	POUNDS PER SQUARE FOOT	VIT.	VITREOUS
F.A.R.	FLOOR AREA RATIO	P.T.D.	PAPER TOWEL DISPENSER	W.	WEST
F.B.	FLAT BAR	P.T.R.	PAPER TOWER	W.C.	WATER CLOSET
F.D.	FLOOR DRAIN	PL.	PLATE	W.I.	WROUGHT IRON
F.E.	FIRE EXTINGUISHER	PLAS.	PLASTER	W.P.	WORKING POINT
F.E.C.	FIRE EXTINGUISHER CABINET	PLYWD.	PLYWOOD	W.S.	WEATHER STOP or STRIPPING
F.H.C.	FIRE HOSE CABINET	POL.	POLISHED	W.W.F.	WELDED WIRE FABRIC
F.O.C.	FACE OF CONCRETE	PR.	PAIR	WO.	WITHOUT
F.O.F.	FACE OF FINISH	PT.	POINT	WD.	WOOD
F.O.M.	FACE OF MULLION	Q.T.	QUARRY TILE	WPM.	WATERPROOFING MEMBRANE
F.O.SH.	FACE OF SHEATHING	QUAL.	QUALITY	WRB.	WEATHER / WATER RESISTIVE BARRIER
F.P.	FIREPROOF	QUAN.	QUANTITY	WSCT.	WAINSCOT
F.R.	FULL SIZE			WT.	WEIGHT
FDN.	FOUNDATION				
FIN.	FINISHED				
FL.	FLOOR				
FLASH.	FLASHING				
FLUOR.	FLUORESCENT				
FT.	FOOT or FEET				
FTG.	FOOTING				
FURR.	FURRING				
FUT.	FUTURE				

SYMBOLS



PROJECT DATA

APPLICABLE CODES

CITY OF:	GOODYEAR, ARIZONA
BUILDING:	2018 INTERNATIONAL BUILDING CODE
STRUCTURE:	2012 INTERNATIONAL BUILDING CODE
MECHANICAL:	2018 INTERNATIONAL MECHANICAL CODE
ELECTRICAL:	2017 NATIONAL ELECTRIC CODE
PLUMBING:	2018 INTERNATIONAL PLUMBING CODE
FIRE / LIFE SAFETY:	2018 INTERNATIONAL FIRE CODE
ENERGY:	2018 INTERNATIONAL ENERGY CONSERVATION CODE
FUEL GAS:	2018 INTERNATIONAL FUEL GAS CODE
ACCESSIBILITY:	2009 ICC A117 ACCESSIBLE AND USABLE BUILDING 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE

I.B.C. CHAPTER 3 - USE & OCCUPANCY CLASSIFICATION

OCCUPANCY	SECTION	USE	PROPOSED AREA (SF)
S-2 STORAGE	(311.3)	WAREHOUSE / COLD STORAGE	SEE ALLOWABLE AREA BELOW
B / BUSINESS AREAS	(304)	OFFICE AREAS	SEE ALLOWABLE AREA BELOW
A2 / ASSEMBLY AREA	(303.3)	REMOTE BREAK RM / LOCKER RM	SEE ALLOWABLE AREA BELOW

I.B.C. CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS

ALLOWABLE BUILDING HEIGHT:

MOST RESTRICTIVE OCCUPANCY GROUP	(TABLE 602) TYPICAL BUILDING TABLE ALLOWABLE HEIGHT	(504.2) SPRINKLER INCREASE	ALLOWED BUILDING HEIGHT	PROPOSED BUILDING HEIGHT
BUILDING HEIGHT	55'	+ 20'	75'	52' - 6"
NUMBER OF STORIES	2 STORY	1 STORY	3 STORY	1 STORY

ALLOWABLE BUILDING AREA:

UNLIMITED AREA ALLOWED PER	507.4
W/ AUTOMATIC SPRINKLER AND OPEN YARDS GREATER THAN 60 FEET ON ALL SIDES	

PROPOSED TOTAL BUILDING AREA: 468,182 S.F.

I.B.C. CHAPTER 6 - TYPES OF CONSTRUCTION

EXTERIOR BEARING WALLS	0 HR.
TYPE OF CONSTRUCTION (602)	TYPE: II-B
BUILDING ELEMENTS	(TABLE 601)
STRUCTURAL FRAME	0 HR.
INTERIOR BEARING WALLS	0 HR.
EXTERIOR NON-BEARING WALLS	SEE BELOW
INTERIOR NON-BEARING WALLS	0 HR.
NORTH EXTERIOR WALL (X > 60')	0 HR.
EAST EXTERIOR WALL (X > 60')	0 HR.
SOUTH EXTERIOR WALL (X > 60')	0 HR.
WEST EXTERIOR WALL (X > 60')	0 HR.
EXTERIOR WALLS BASED ON FIRE SEPARATION	(TABLE 602)

I.B.C. CHAPTER 7 - FIRE AND SMOKE PROTECTION FEATURES

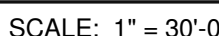
ALLOWABLE AREA OF OPENINGS (TABLE 705.8) (FULLY SPRINKLERED THROUGHOUT)

EXTERIOR WALLS	FIRE SEPARATION DISTANCE (FT.)	EXTERIOR WALL NEWLY AREA (%)	EXTERIOR WALL AREA (SF)	ACTUAL AREA OF PROTECTED OPENINGS (A ₁)	ALLOWABLE AREA OF PROTECTED OPENINGS (A ₂)	UNLIMITED AREA OF PROTECTED OPENINGS (A ₃)	UNLIMITED AREA OF PROTECTED OPENINGS (A ₄)	(A ₁)(A ₂)(A ₃)(A ₄)
FLOOR 1								
NORTH								
EAST								
SOUTH								
WEST								

I.B.C. CHAPTER 9 - FIRE PROTECTION SYSTEMS

(903.3.1.1) AUTOMATIC SPRINKLER SYSTEM WILL BE PROVIDED AND INSTALLED WITH ACCORDANCE WITH NFPA 13.
(903.4) AUTOMATIC SPRINKLER SYSTEM MONITORING AND ALARMS WILL BE PROVIDED.
E.S.F.R. (EARLY SUPPRESSION FAST RESPONSE) AUTOMATIC FIRE PREVENTION SPRINKLER SYSTEM PROVIDED THROUGHOUT. SPRINKLER DESIGN AND CALCULATIONS TO BE SUBMITTED UNDER SEPARATE PERMIT.
(910-1) EXCEPTION 2: SMOKE AND HEAT VENTS NOT REQUIRED WHERE E.S.F.R. SPRINKLER SYSTEM IS PROVIDED
(910.3.5) EXCEPTION: DRAFT CURTAINS NOT REQUIRED WHERE E.S.F.R. SPRINKLER SYSTEM IS PROVIDED.

I.B.C. CHAPTER 10 - MEANS OF EGRESS (SEE OCCUPANCY AND EGRESS PLANS)



A0.5

2/17/2020 0:57:12 AM 059/ PROCEEDS SET

GENERAL NOTES

- SEE SHEETS A0.1 AND A0.2 FOR ADDITIONAL GENERAL NOTES.
- POSTED SIGNS IN AN ASSEMBLY OCCUPANCY SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR AUTHORIZED AGENT.

KEYNOTES:

- OPEN STAIR.
- WALL-MOUNTED TACTILE SIGN, INDICATING "EXIT".
- WALL-MOUNTED TACTILE SIGN, INDICATING "EXIT STAIR DOWN".
- WALL-MOUNTED MAXIMUM OCCUPANCY SIGNAGE IN A CONSPICUOUS LOCATION STATING "MAXIMUM OCCUPANCY: 194 PERSONS" NEAR EXIT DOOR.
- FULLY ACCESSIBLE RESTROOM FACILITY.
- THIS DOOR IS NOT AN EXIT.

RESTROOM SUMMARY

PER 2018 INTERNATIONAL PLUMBING CODE - TABLE 403.1

		WC M	WC W	URINALS	LAVATORY M	LAVATORY W	DRINKING FOUNTAINS	UNISEX WC	UNISEX LAV
TOTAL OFFICE	17,609 S.F.	3	3	-	2	2			
TOTAL WAREHOUSE	448,795 S.F.								
TOTAL ASSEMBLY	1,778 S.F.	3	3	-	2	2			
PER OWNER MAX EMPLOYEE COUNT 360									
= 180 MEN / 180 WOMEN									
TOTAL REQUIRED		9	9	-	7	7	4		
TOTAL PROVIDED		5	9	4	9	9	4	3	3

FOR CALCULATIONS:
MAIN - SHIPPING OFFICE = 17,609 / 150 = 118 / 2 = 60 M / 60 W
REMOTE BREAK ROOM = 1,778 / 15 = 119 / 2 = 60 M / 60 W
WAREHOUSE= ASSUME MAX EMPLOYEE COUNT OF 360* = 180 M / 180 W
*MAX EMPLOYEE COUNTER PER OWNER INCLUDES OFFICE AND ASSEMBLY AREAS.

MAX. TRAVEL DISTANCE TO EXITS

MAXIMUM TRAVEL DISTANCE TO EXITS	(1017.2 SPRINKLERED BUILDING)
A/ASSEMBLY	250 FEET MAX.
B/BUSINESS (OFFICE)	300 FEET MAX.
S-2/STORAGE (LOW-HAZARD WAREHOUSE)	400 FEET MAX.

MAX. COMMON PATH OF TRAVEL

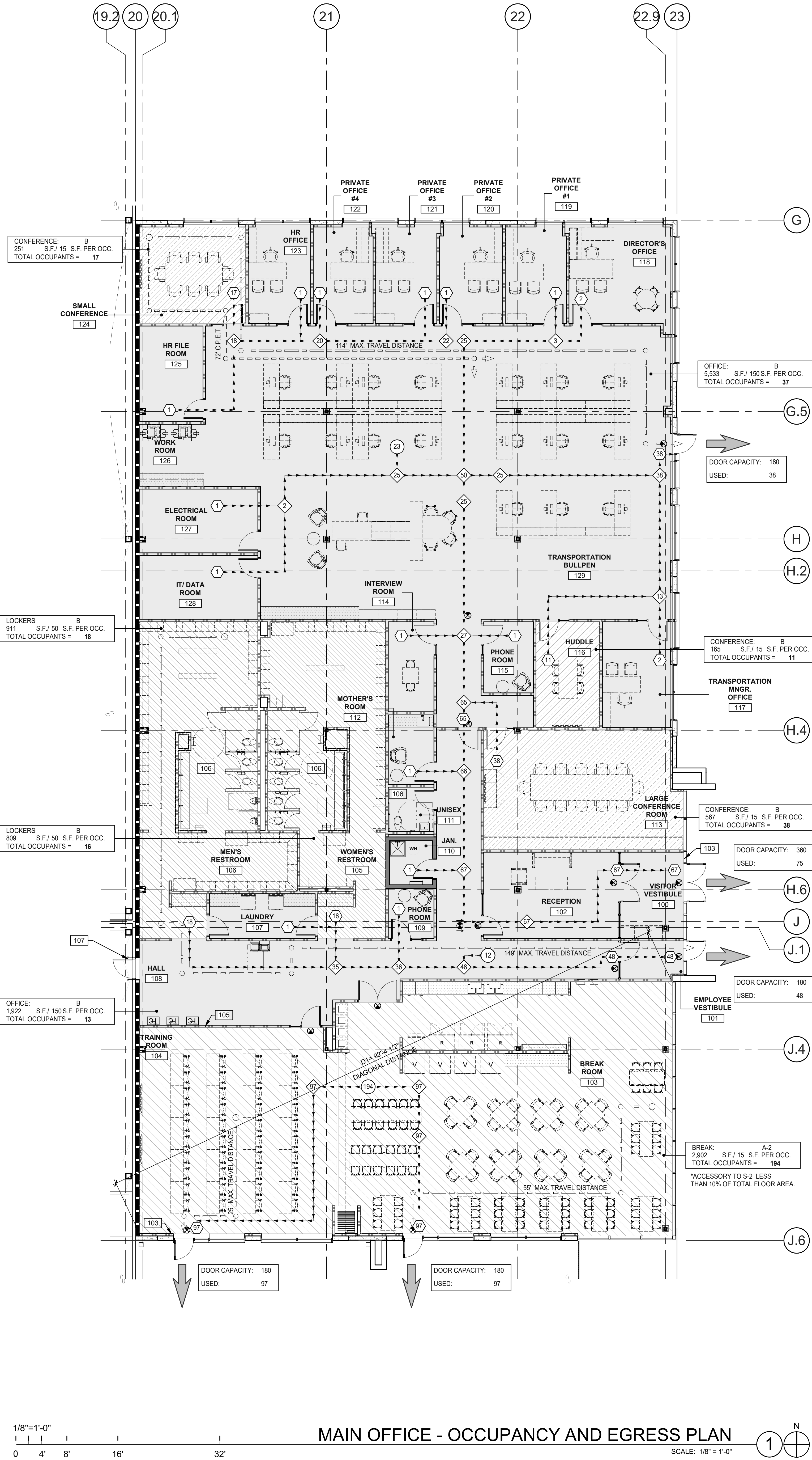
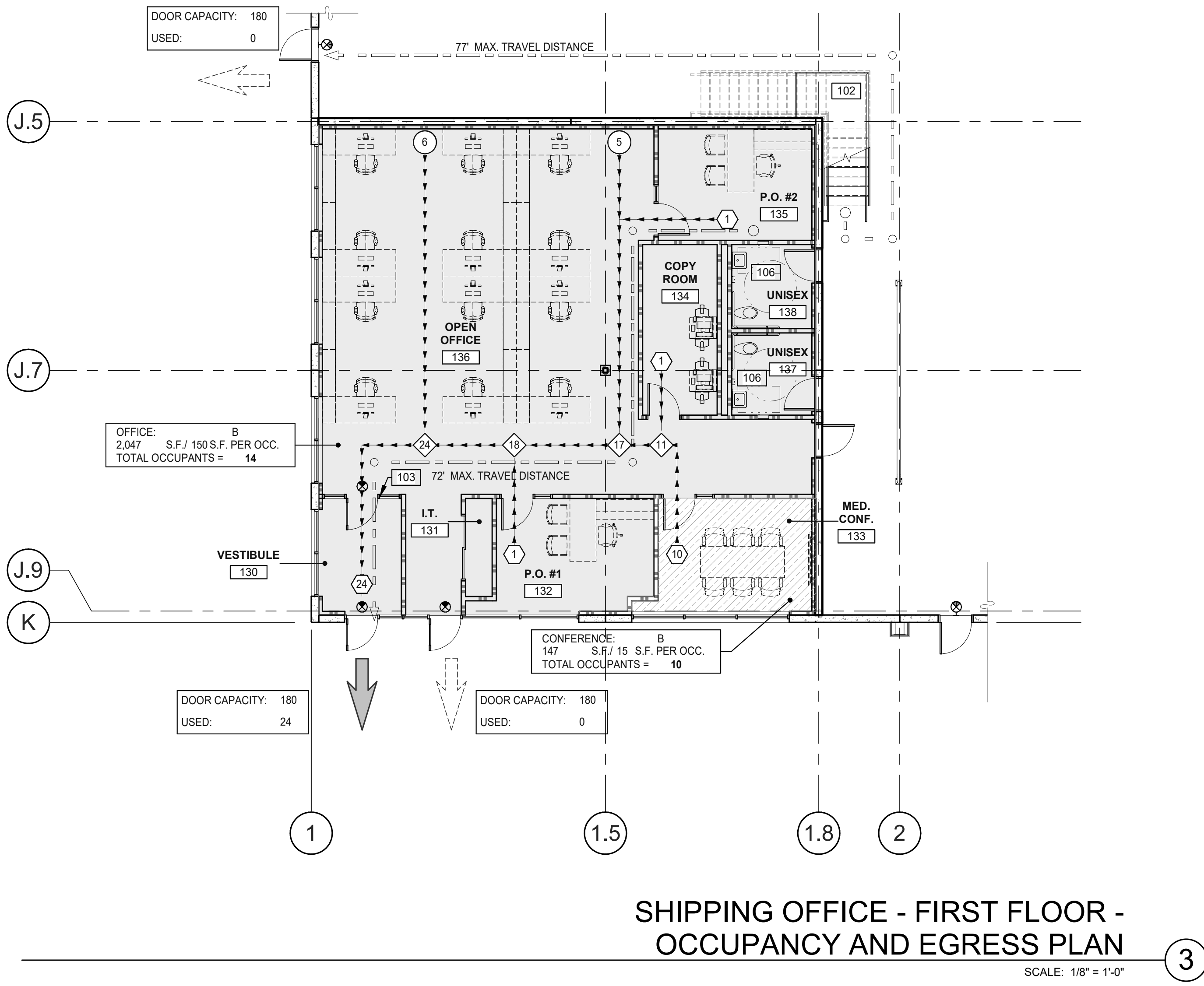
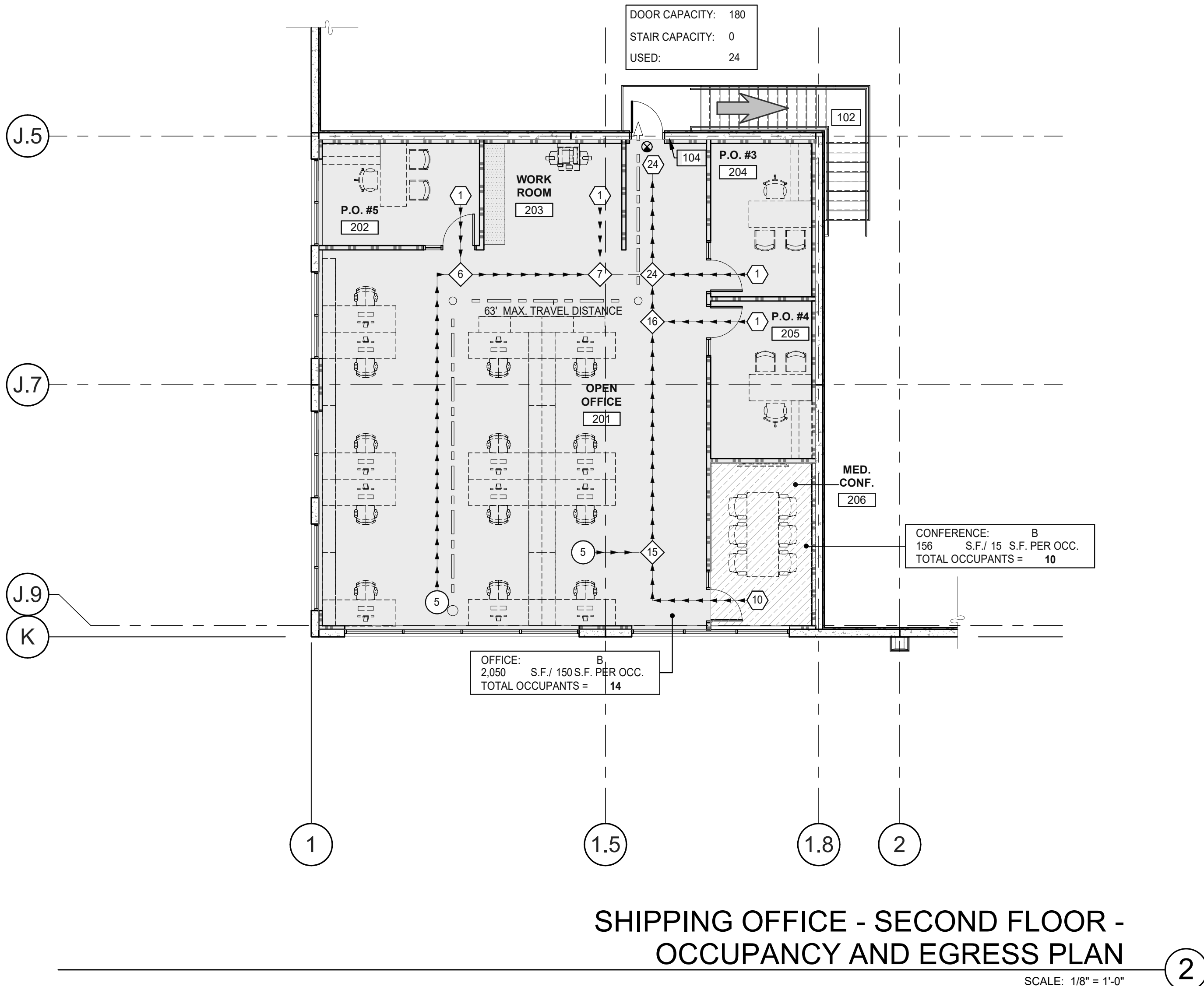
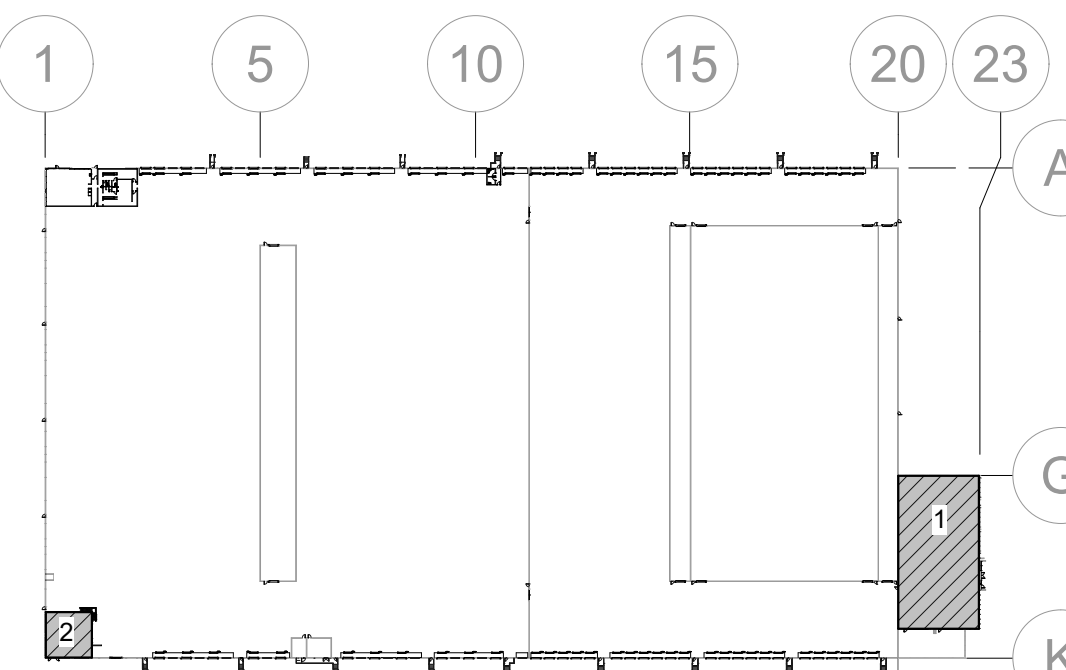
MAX. COMMON PATH OF TRAVEL DISTANCE	(1006.2.1 SPRINKLERED BUILDING)
A/ASSEMBLY	75 FEET MAX.
B/BUSINESS (OFFICE)	100 FEET MAX.
S-2/STORAGE (LOW-HAZARD WAREHOUSE)	100 FEET MAX.

LEGEND

- INDICATES AREA OF OCCUPANCY CLASSIFICATION S-2 WITH OCCUPANT LOAD FACTOR OF 500 GROSS
- INDICATES AREA OF OCCUPANCY CLASSIFICATION B WITH OCCUPANT LOAD FACTOR OF 15 NET
- INDICATES AREA OF OCCUPANCY CLASSIFICATION A-3 WITH OCCUPANT LOAD FACTOR OF 15 NET
- INDICATES AREA OF OCCUPANCY CLASSIFICATION B WITH OCCUPANT LOAD FACTOR OF 50 GROSS
- INDICATES AREA OF OCCUPANCY CLASSIFICATION B WITH OCCUPANT LOAD FACTOR OF 150 GROSS

- REQUIRED EXIT
 - DIRECTION OF TRAVEL
 - COMMON PATH OF EGRESS TRAVEL (C.P.E.T.)
 - MAXIMUM TRAVEL DISTANCE
 - ORIGINATING OCCUPANT LOAD
 - CUMULATIVE OCCUPANT LOAD FROM ADJOINING ROOMS
 - AGGREGATE OCCUPANT LOAD AT DESIGNATED POINT
 - AGGREGATE OCCUPANT LOAD AT DOOR
 - CEILING-MOUNTED EXIT SIGN WITH BATTERY BACKUP. SHADED QUADRANT INDICATES FACE OF LETTERING. SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED.
 - WALL-MOUNTED EXIT SIGN WITH BATTERY BACKUP. SHADED QUADRANT INDICATES FACE OF LETTERING. SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED.
- NOTE: ADDITIONAL DIRECTIONAL EXIT SIGNS MAY BE REQUIRED PRIOR TO FINAL INSPECTION AND SUBJECT TO BUILDING INSPECTOR.

KEY PLAN



GENERAL NOTES

- SEE SHEETS A0.1 AND A0.2 FOR ADDITIONAL GENERAL NOTES.
- POSTED SIGNS IN AN ASSEMBLY OCCUPANCY SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR AUTHORIZED AGENT.

KEYNOTES:

103 WALL-MOUNTED TACTILE SIGN, INDICATING "EXIT".

RESTROOM SUMMARY

PER 2018 INTERNATIONAL PLUMBING CODE - TABLE 403.1

		WC	M	WC	W	URINALS	LAVATORY	M	LAVATORY	W	DRINKING FOUNTAINS	UNISEX WC	UNISEX LAV
TOTAL OFFICE	17,609 S.F.	3	3	-	2	2	2						
TOTAL WAREHOUSE	448,795 S.F.												
TOTAL ASSEMBLY	1,778 S.F.	3	3	-	2	2	2						
PER OWNER MAX EMPLOYEE COUNT 360 = 180 MEN / 180 WOMEN													
TOTAL REQUIRED		9	9	-	7	7	4						
TOTAL PROVIDED		5	9	4	9	9	4	3	3				

FOR CALCULATIONS:
MAIN + SHIPPING OFFICE = 17,798 / 150 = 119 / 2 = 60 M / 60 W
REMOTE BREAK ROOM = 1,778 / 15 = 119 / 2 = 60 M / 60 W
WAREHOUSE= ASSUME MAX EMPLOYEE COUNT OF 360* = 180 M / 180 W
* = MAX EMPLOYEE COUNTER PER OWNER INCLUDES OFFICE AND ASSEMBLY AREAS.

MAX. TRAVEL DISTANCE TO EXITS

MAXIMUM TRAVEL DISTANCE TO EXITS (1017.2 SPRINKLERED BUILDING)

A/ASSEMBLY	250 FEET MAX.
B/BUSINESS (OFFICE)	300 FEET MAX.
S-2/STORAGE (LOW-HAZARD WAREHOUSE)	400 FEET MAX.

MAX. COMMON PATH OF TRAVEL

MAX. COMMON PATH OF TRAVEL DISTANCE (1008.2.1 SPRINKLERED BUILDING)

A/ASSEMBLY	75 FEET MAX.
B/BUSINESS (OFFICE)	100 FEET MAX.
S-2/STORAGE (LOW-HAZARD WAREHOUSE)	100 FEET MAX.

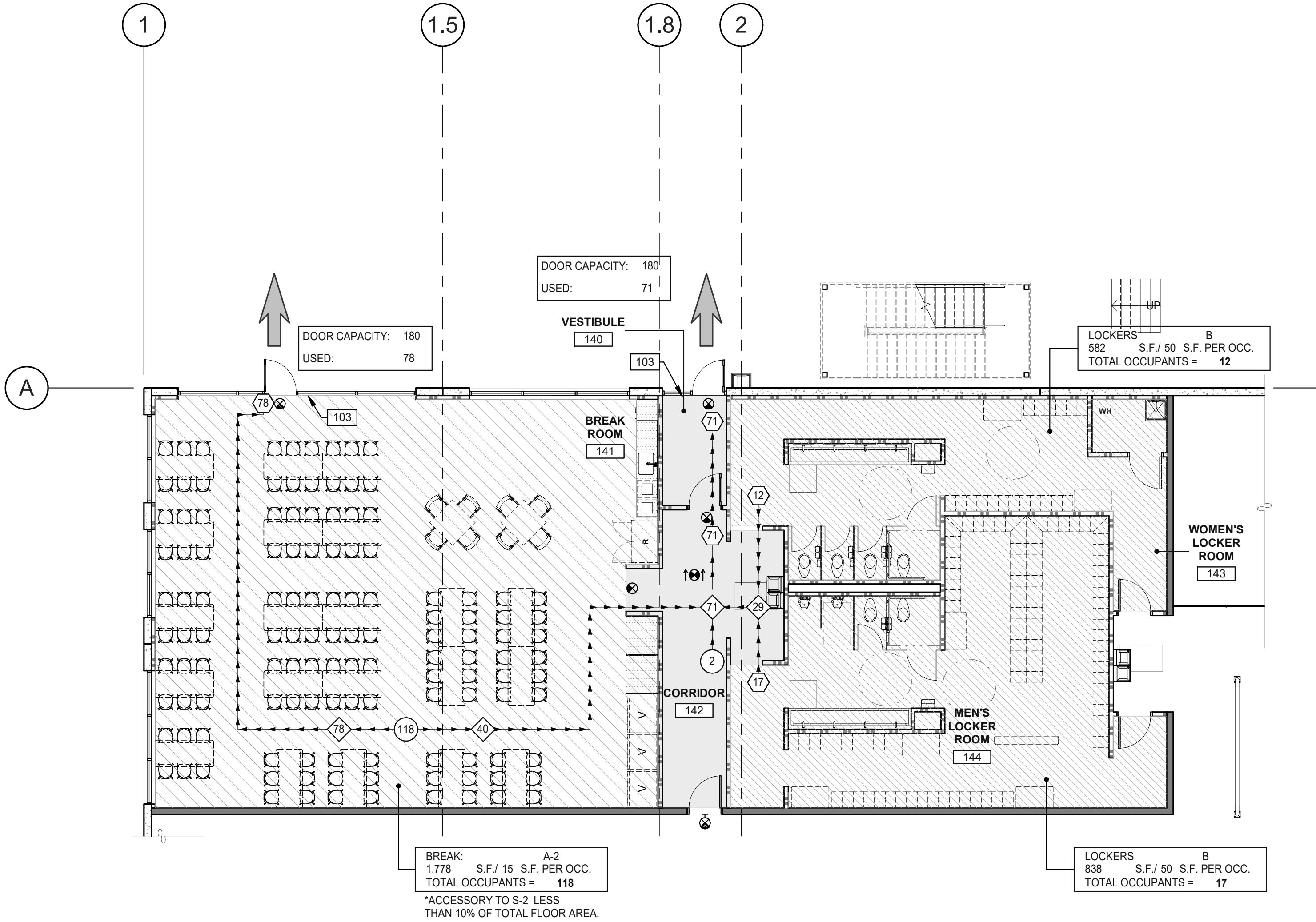
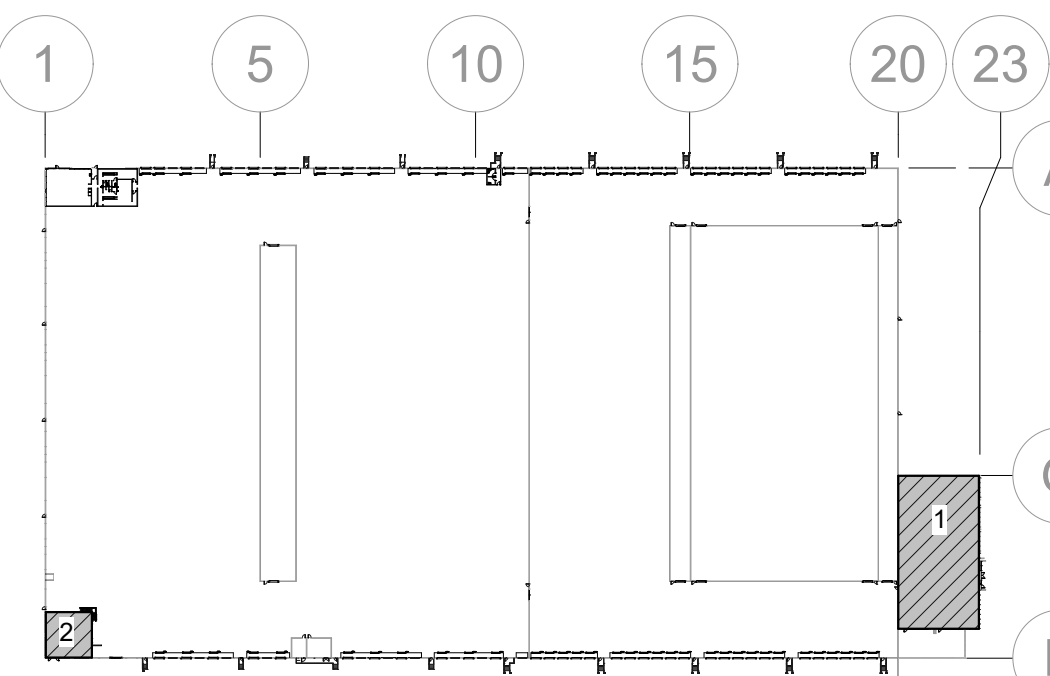
LEGEND

- INDICATES AREA OF OCCUPANCY CLASSIFICATION S-2 WITH OCCUPANT LOAD FACTOR OF 500 GROSS
- INDICATES AREA OF OCCUPANCY CLASSIFICATION B WITH OCCUPANT LOAD FACTOR OF 15 NET
- INDICATES AREA OF OCCUPANCY CLASSIFICATION A-3 WITH OCCUPANT LOAD FACTOR OF 15 NET
- INDICATES AREA OF OCCUPANCY CLASSIFICATION B WITH OCCUPANT LOAD FACTOR OF 50 GROSS
- INDICATES AREA OF OCCUPANCY CLASSIFICATION B WITH OCCUPANT LOAD FACTOR OF 150 GROSS

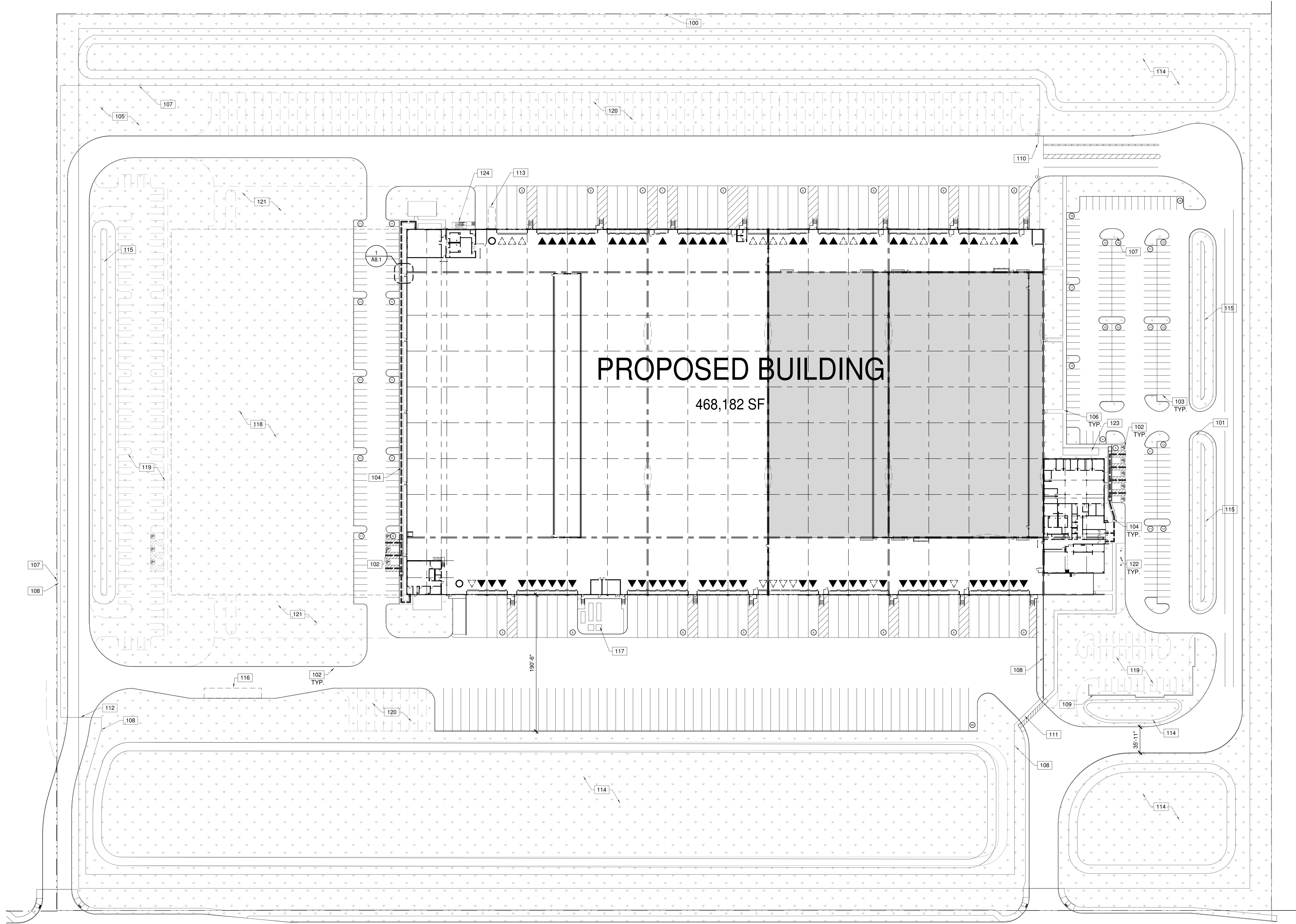
- REQUIRED EXIT
- DIRECTION OF TRAVEL
- COMMON PATH OF EGRESS TRAVEL (C.P.E.T.)
- MAXIMUM TRAVEL DISTANCE
- ORIGINATING OCCUPANT LOAD
- CUMULATIVE OCCUPANT LOAD FROM ADJOINING ROOMS
- AGGREGATE OCCUPANT LOAD AT DESIGNATED POINT
- AGGREGATE OCCUPANT LOAD AT DOOR
- CEILING-MOUNTED EXIT SIGN WITH BATTERY BACKUP, SHADED QUADRANT INDICATES FACE OF LETTERING, SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED
- WALL-MOUNTED EXIT SIGN WITH BATTERY BACKUP, SHADED QUADRANT INDICATES FACE OF LETTERING, SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED

NOTE: ADDITIONAL DIRECTIONAL EXIT SIGNS MAY BE REQUIRED PRIOR TO FINAL INSPECTION AND SUBJECT TO BUILDING INSPECTOR.

KEY PLAN



BREAKROOM/ LOCKER ROOM -
OCCUPANCY AND EGRESS PLAN



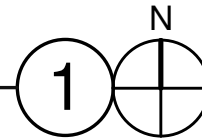
THOMAS ROAD (BY SELLER)

1"=60'

0 30' 60' 100' 300'

ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)

SCALE: 1" = 60'-0"



SITE LEGEND

- PROPERTY LINE
- ACCESSIBLE PATH OF TRAVEL
- PARKING STALL COUNT TOTAL
- DOCK HIGH TRUCK DOOR
- FUTURE DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR

KEYNOTES

SEE SHEET A0.2 FOR GENERAL NOTES

- 100. PROPERTY LINE
- 101. ACCESSIBLE ENTRY SIGNAGE
- 102. ACCESSIBLE PARKING STALL WITH SIGNAGE
- 103. PAINTED PARKING STRIPING PER CITY STANDARDS, 2'-0" PARKING OVERHANG
- 104. ACCESSIBLE PATH OF TRAVEL 1:20 MAX. SLOPE, 2% MAX. CROSS SLOPE
- 105. LANDSCAPE AND IRRIGATION AREA
- 106. CONCRETE PAVEMENT
- 107. SCREEN FENCE 8'-0" HEIGHT
- 108. SCREEN WALL 8'-0" HEIGHT
- 109. SCREEN WALL 3'-0" HEIGHT
- 110. MAIN TRUCK ENTRANCE GATE
- 111. TRUCK EXIT & EMERGENCY ENTRANCE GATE
- 112. SHARED DRIVE CAR ENTER/EXIT (TRUCK EXIT ONLY) GATE
- 113. TRASH COMPACTOR
- 114. DETENTION BASIN
- 115. DETENTION SWALE
- 116. TRUCK SCALE
- 117. UTILITY PAD
- 118. FUTURE EXPANSION
- 119. FUTURE PARKING
- 120. FUTURE TRAILER STALLS
- 121. FUTURE DOCKS
- 122. 6" DIA. FLAG POLES
- 123. BIKE RACKS
- 124. EXTERIOR STAIRS TO ROOF

SITE PLAN

REMARKS

DATE

07/14/2020

60% ISSUED FOR PRICING

08/17/2020

ISSUED FOR PERMIT

P.A./M.

J. MITCHELL / M. PERAZO

DRAWN BY:

M.R./V.D.

JOB NO.:

CH20-0069-00

SHEET

A1.1

8/17/2020 9:57:20 AM 65% PROGRESS SET

BUILD TO SUIT FOR KeHE BY

BECKNELL INDUSTRIAL

17505 W. THOMAS ROAD

GOODYEAR, ARIZONA 85395

architecture

planning

graphics

civil engineering

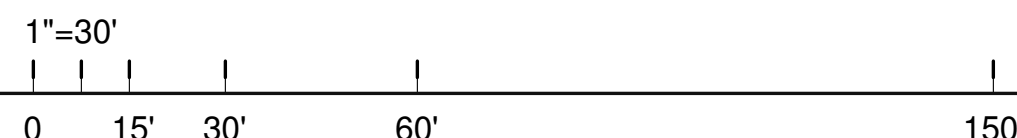
1315 22nd Street, Suite 410

Oak Brook, IL 60521

F 630.218.0064

State of Illinois Design Firm Registration No. 184-004069

WARE MALCOMB
Leading Design for Commercial Real Estate



SCALE: 1" = 30'-

11

AREA FOR FREEZER AND FUTURE FREEZER WITH MUDSLAB AND GLYCOL SYSTEM

SEE SHEET A0.2 FOR GENERAL NOTES

218 BATTERY CHARGING STATION.
221 4" THICK UNREINFORCED CONCRETE MUD SLAB AND GLYCOL UNDERFLOOR
HEAT IN INITIAL AND FUTURE FREEZER EXPANSION AREAS.

PA/PM:	J. MITROS/ M. PIRAINO
DRAWN BY.:	M.R./V.O.
JOB NO.:	CHI20-0069-00

A2.0

3/17/2020 9:57:21 AM 959/ PROCESS SET

**BUILD TO SUIT FOR KeHE BY
BECKNELL INDUSTRIAL**
17505 W. THOMAS ROAD
GOODYEAR, ARIZONA 85395

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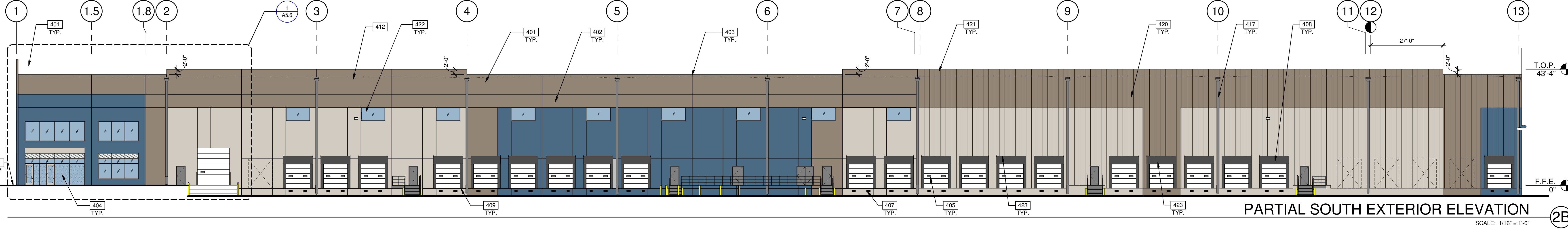
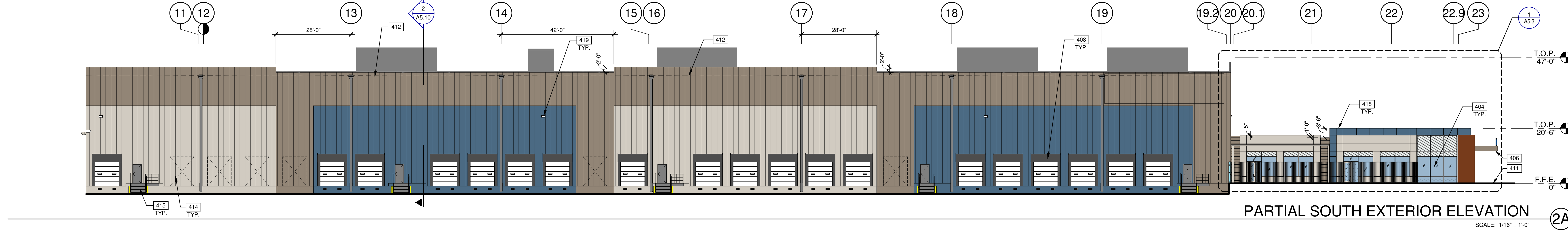
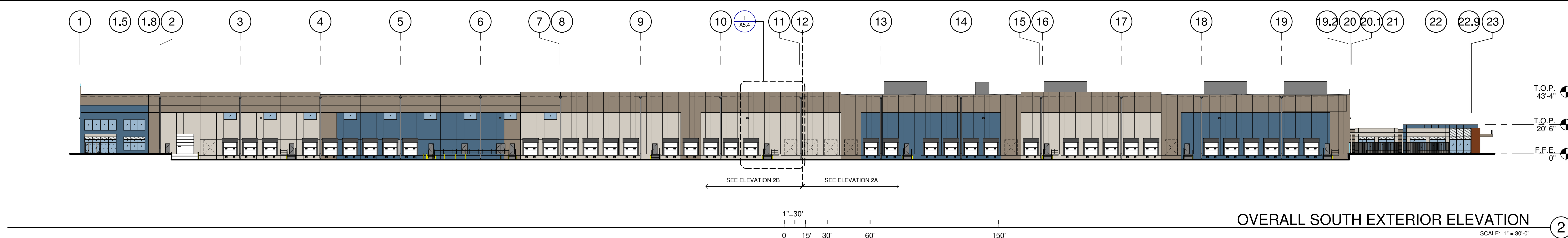
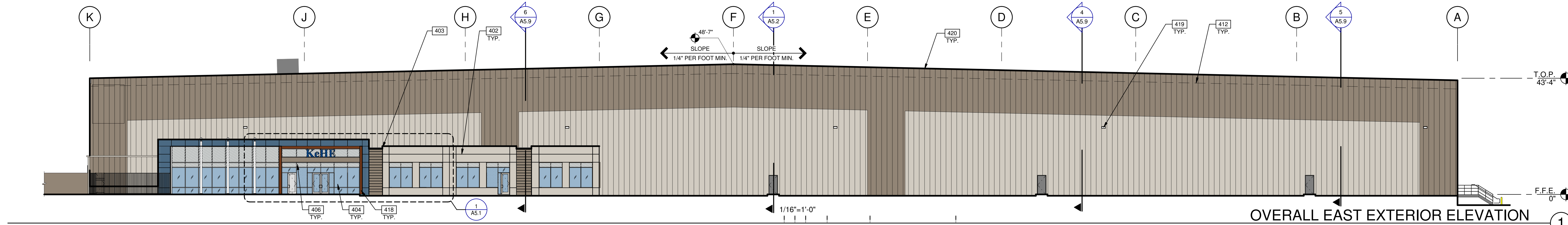
**BUILD TO SUIT FOR KeHE BY
BECKNELL INDUSTRIAL**
17505 W. THOMAS ROAD
GOODYEAR, ARIZONA 85395

EXTERIOR ELEVATIONS	
DATE	REMARKS
07/14/2020	60% ISSUED FOR PRICING
08/17/2020	ISSUED FOR PERMIT

PA/PM:	J. MITCHELL / M. PRANO
DRAWN BY:	M.R.V.O.
JOB NO.:	CH20-0069-00

SHEET
A4.1

8/17/2020 10:51:38 AM 65% PROGRESS SET



LEGENDS

- GLASS:**
- VISION GLASS
 - TEMPERED GLASS

- COLORS:**
- PROVIDE 6'-0" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR OWNER/ARCHITECT REVIEW.
- A BASE COLOR: MATCH KINGSPAN - TAPESTONE
 - B SECONDARY COLOR: MATCH KINGSPAN - BONE WHITE
 - C ACCENT COLOR: MATCH KINGSPAN - REGAL BLUE
 - D BASE COLOR: KINGSPAN - TAPESTONE
 - E SECONDARY COLOR: KINGSPAN - BONE WHITE
 - F ACCENT COLOR: KINGSPAN - REGAL BLUE
 - G ACCENT COLOR: KINGSPAN - REDWOOD

KEYNOTES:

- SEE SHEET A0.2 FOR GENERAL NOTES
- 401 CONCRETE WALL, PAINTED.
 - 402 3/4" V-REVEAL
 - 403 CONCRETE WALL JOINT.
 - 404 ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
 - 405 8'W X 11'H DOCK DOORS @ 13" BELOW FINISH FLOOR, DOORS TO BE MOTOR OPERATED. MINIMUM 24 GAUGE PANELS WITH TWO VISION LIGHTS PER DOOR. SECTIONAL CONSTRUCTION. INSTALLED ON VERTICAL TRACK. INSULATED (MINIMUM 1" AT DRY DOCK AND 3" AT COLD DOCK); AND SAFETY SWITCH AND POWER.
 - 406 METAL CANOPY, PRE-FINISHED ACM.
 - 407 DOCK SEALS AT DRY WAREHOUSE DOORS AND SHELTERS AT COLD DOCK DOORS.
 - 408 DOCK SEAL.
 - 409 DOCK SHELTER.
 - 411 FINISH GRADE VARIES.
 - 412 LINE OF ROOF BEYOND.
 - 414 KNOCK-OUT PANEL FOR FUTURE LEVELER.
 - 415 EXTERIOR STEEL STAIR, ALL COMPONENTS GALVANIZED AND PAINTED.
 - 417 DOWNSPOUT WITH PROTECTION.
 - 418 PRE-FINISHED ALUMINUM COMPOSITE METAL PANEL OVER METAL STUD FRAMING.
 - 419 WALL PACK MOUNTED.
 - 420 IMP WALL PAINTED.
 - 421 INSULATED METAL PANEL (I.M.P.)
 - 422 CLERESTORY WINDOW.
 - 423 ALL DOCK DOORS TO BE NUMBERED AT INTERIOR AND EXTERIOR, VERIFY NUMBERING WITH USER.

architecture
planning
graphics
civil engineering
1315 22nd Street, Suite 410
Oak Brook, IL 60521
Tel: 630.583.8800
Fax: 630.218.0964

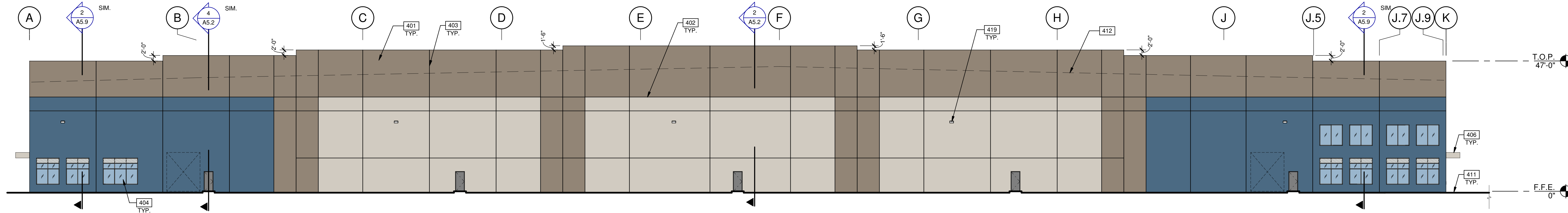
BUILD TO SUIT FOR KeHE BY
BECKNELL INDUSTRIAL
17505 W. THOMAS ROAD
GOODYEAR, ARIZONA 85395

EXTERIOR ELEVATIONS	
DATE	REMARKS
07/14/2020	60% ISSUED FOR PRICING
08/17/2020	ISSUED FOR PERMIT

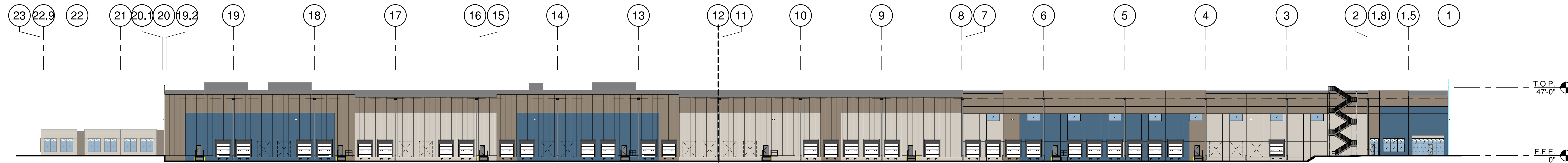
PA/PM:	J. MITCHELL / M. PERANO
DRAWN BY:	M.R./V.D.
JOB NO.:	CH20-0069-00

SHEET
A4.2

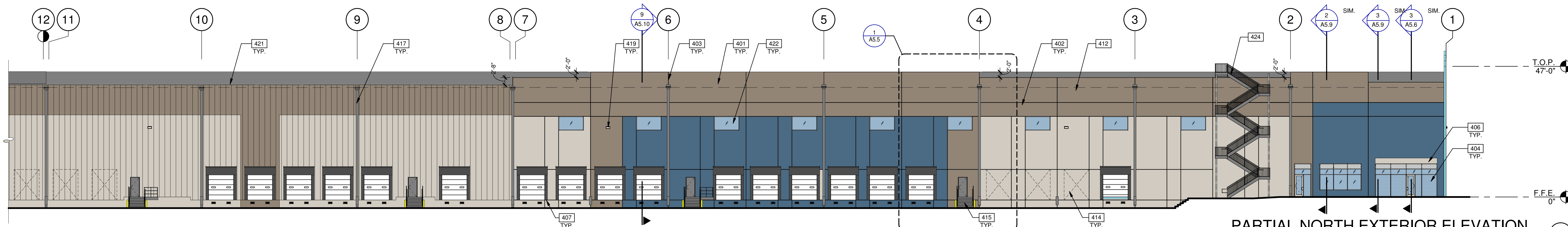
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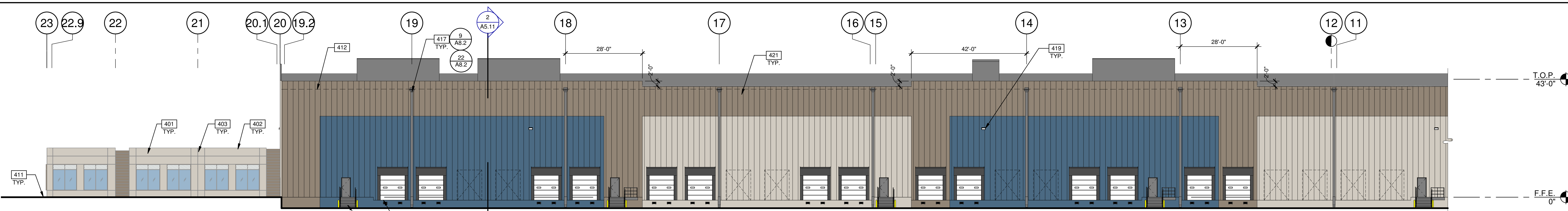
OVERALL WEST EXTERIOR ELEVATION ③
SCALE: 1/16" = 1'-0"



OVERALL NORTH EXTERIOR ELEVATION ④
SCALE: 1" = 30'-0"



PARTIAL NORTH EXTERIOR ELEVATION ④A
SCALE: 1/16" = 1'-0"



PARTIAL NORTH EXTERIOR ELEVATION ④B
SCALE: 1/16" = 1'-0"

LEGENDS

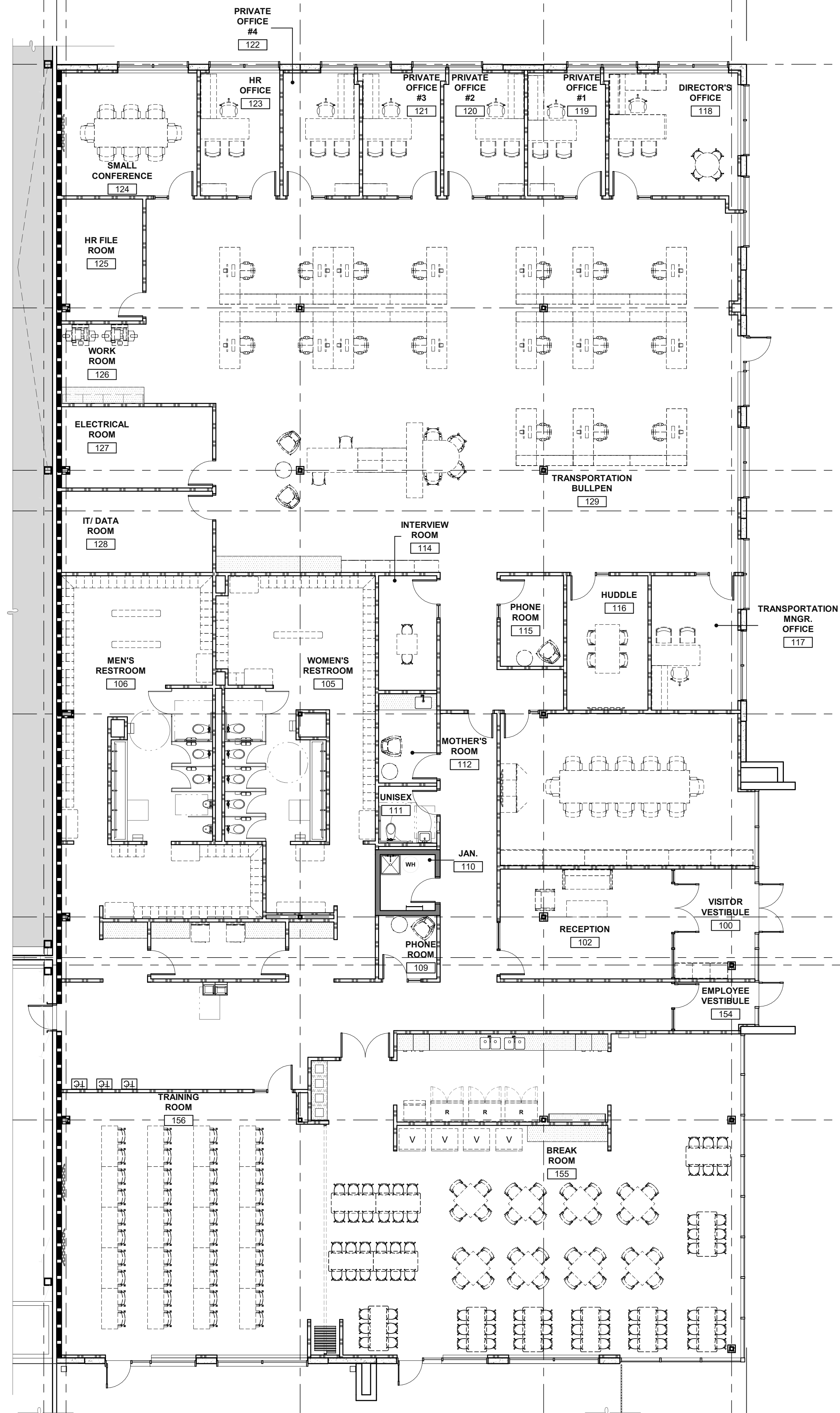
- GLASS:
- VISION GLASS
 - TEMPERED GLASS

- COLORS:
- PROVIDE 6'-0" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR OWNER/ARCHITECT REVIEW.
- A BASE COLOR: MATCH KINGSPAN - TAPESTONE
 - B SECONDARY COLOR: MATCH KINGSPAN - BONE WHITE
 - C ACCENT COLOR: MATCH KINGSPAN - REGAL BLUE
 - D BASE COLOR: KINGSPAN - TAPESTONE
 - E SECONDARY COLOR: KINGSPAN - BONE WHITE
 - F ACCENT COLOR: KINGSPAN - REGAL BLUE
 - G ACCENT COLOR: KINGSPAN - REDWOOD

KEYNOTES:

- SEE SHEET A4.2 FOR GENERAL NOTES
- 401 CONCRETE WALL, PAINTED.
 - 402 3/4" V-REVEAL.
 - 403 CONCRETE WALL JOINT.
 - 404 ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
 - 406 METAL CANOPY, PRE-FINISHED ACM.
 - 407 DOCK SEALS AT DRY WAREHOUSE DOORS AND SHELTERS AT COLD DOCK DOORS.
 - 411 FINISH GRADE VARIES.
 - 412 LINE OF ROOF BEYOND.
 - 414 KNOCK-OUT PANEL FOR FUTURE LEVELER.
 - 415 EXTERIOR STEEL STAIR, ALL COMPONENTS GALVANIZED AND PAINTED.
 - 417 DOWNSPOUT WITH PROTECTION.
 - 419 WALL PACK MOUNTED.
 - 421 INSULATED METAL PANEL (I.M.P.)
 - 422 CLERESTORY WINDOW.
 - 424 EXTERIOR GALVANIZED STEEL STAIRS TO ROOF.

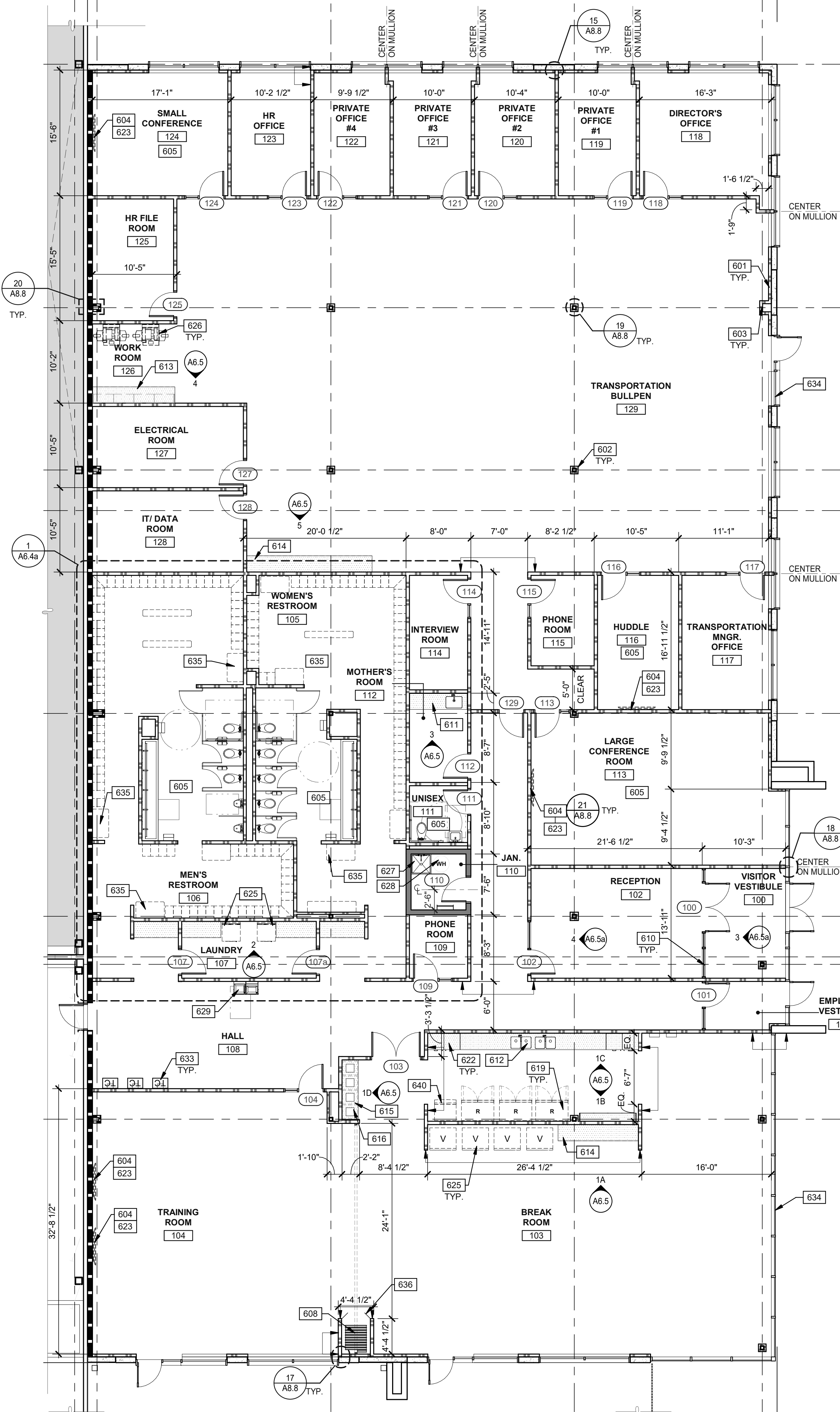
19.2 20 20.1 21 22 22.9 23



MAIN OFFICE - SCHEMATIC FURNITURE LAYOUT

SCALE: 1/8" = 1'-0"

19.2 20 20.1 21 22 22.9 23



MAIN OFFICE - FLOOR PLAN

SCALE: 1/8" = 1'-0"

GENERAL NOTES

SEE SHEETS A0.2 AND A0.2a FOR GENERAL NOTES

- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS THAT MIGHT ARISE.
- FOR METAL STUDS SIZES AND SPACING SEE LIMITING WALL HEIGHT TABLE L2/40.
- ALL WALL STUDS TO BE 3/8" U.O.N.
- ALL RESTROOM WALL STUDS TO BE FULLY INSULATED, U.O.N.
- SEE KEYNOTE INFORMATION FOR ANY REQUIRED INSULATION.
- CONTRACTOR SHALL PROVIDE RECORD DOCUMENTS AND PROVIDE SAID DOCUMENTATION TO TENANT CONSTRUCTION COORDINATOR OR ARCHITECT UPON COMPLETION.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS (IF ANY) AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO INCLUDE ALL FLOOR PREPARATIONS IN BASE BID.
- ALL DRYWALL CORNERS AND COLUMN EDGES TO BE FINISHED WITH CORNER "L" BEAD.
- DIMENSIONS OF COLUMN FURRING IN A COMMON AREA ARE TO BE EQUAL DIMENSIONS WITH EDGE ALIGNED, U.O.N.
- INTERIOR GYPSUM BOARD SHALL CONFORM TO ICC REPORT ESR-1338.

SCHEMATIC FURNITURE LAYOUT PLAN

- REFER TO ELECTRICAL PLANS FOR POWER AND DATA.

KEYNOTES:

FLOOR PLAN

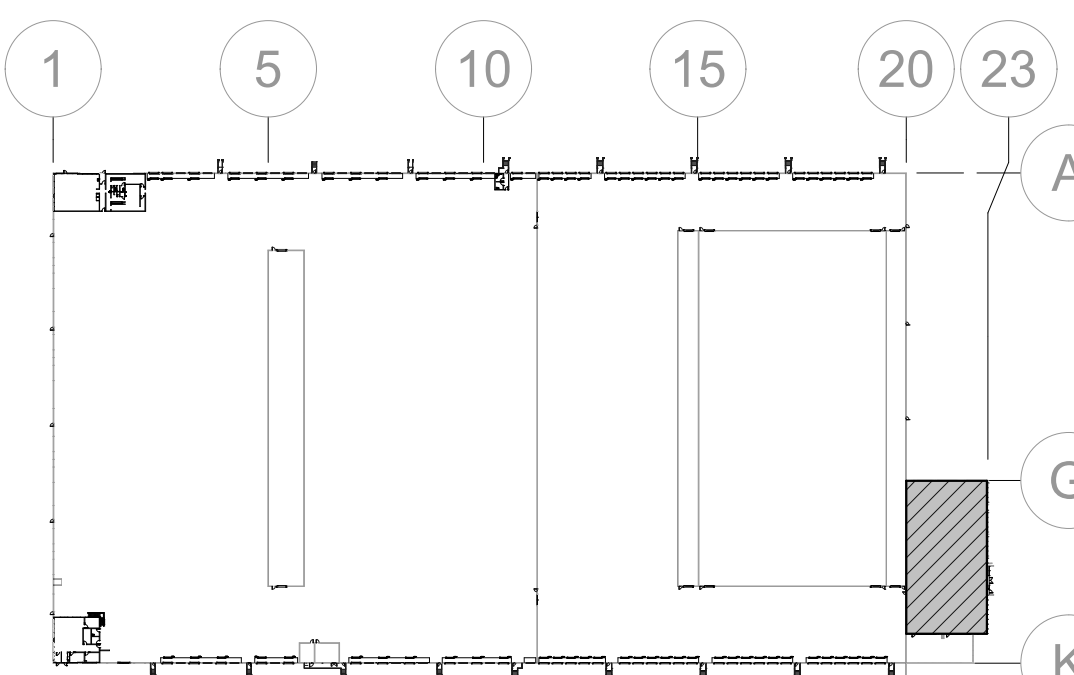
- EXTERIOR WALLS TO BE FURRED WITH 2-1/2" METAL STUDS, FIBERGLASS INSULATION AND (1) LAYER 5/8" GYPSUM BOARD TO 6" ABOVE CEILING AT OPEN CEILING AREAS. FURRING TO BE PROVIDED TO DECK ABOVE. FURRING TO CONTINUE ABOVE & BELOW WINDOWS WHICH ARE NOT FULL HEIGHT. GYPSUM BOARD TO WRAP WINDOW FRAME AT SILL, JAMB AND HEAD.
- COLUMNS TO BE FURRED WITH METAL STUDS AND (1) LAYER 5/8" GYPSUM BOARD TO 6" ABOVE CEILING. SIZE OF COLUMN FURRING TO BE CONSISTENT AND ALIGN WITH OTHERS.
- FURR-OUT EXPOSED ROOF DRAIN LEADERS AS REQUIRED. MINIMIZE SIZE OF FURRING.
- BACKING SUPPORT BEHIND WALL-MOUNTED EQUIPMENT LOCATIONS.
- WALLS OF THIS ROOM TO BE INSULATED WITH R-13. ACOUSTIC BATT INSULATION.
- PAIRED PANEL MOVABLE PARTITION WITH POCKET DOOR BY MODERNFOLD OR EQUAL. COORDINATE POCKET WIDTH / DEPTH WITH PANEL SUPPLIER.
- TEMPERED GLASS FIXED WINDOWS WITH INTERMEDIATE VERTICAL MULLIONS IN FRAME TO MATCH DOOR FRAMES. ALIGN TOP OF FRAME WITH TOP OF DOOR FRAME AND BOTTOM OF FRAME AT FLOOR SIMILAR TO SIDELITES.
- LOWER CABINETRY WITH DRAWERS, BACK SPLASH AND SINGLE-BASIN STAINLESS STEEL SINK.
- LOWER CABINETRY WITH DRAWERS, BACK SPLASH AND (2) DOUBLE-BASIN STAINLESS STEEL SINK.
- UPPER & LOWER CABINETRY, NO DRAWERS OR BACK SPLASH.
- LOWER CABINETRY, NO DRAWERS OR BACK SPLASH.
- LOWER CABINETRY WITH (1) RECYCLE DISPOSAL CABINET, SEE ELEVATION FOR ADDITIONAL INFORMATION.
- LOWER CABINETRY WITH (1) GARBAGE DISPOSAL CABINET, SEE ELEVATION FOR ADDITIONAL INFORMATION.
- REFRIGERATOR TO BE PROVIDED AND INSTALLED BY TENANT. PROVIDE RECESSED WATER LINE FOR ICE MAKER.
- (3) STACKED MICROWAVES TO BE PROVIDED AND INSTALLED BY TENANT.
- FLATSCREEN TV TO BE PROVIDED BY TENANT.
- DRYER TO BE PROVIDED AND INSTALLED BY GC.
- COPY/PRINTER MACHINE TO BE PROVIDED AND INSTALLED BY TENANT.
- MOP SINK.
- WATER HEATER.
- ACCESSIBLE H-I-O DRINKING FOUNTAIN WITH WATER BOTTLE FILLER.
- TIME CLOCKS TO BE PROVIDED AND INSTALLED BY TENANT.
- PROVIDE AUTOMATIC SOLAR SHADE AT ALL MAIN OFFICE, SHIPPING OFFICE & BREAKROOM WINDOWS. 3% OPEN FACTOR, TYP.
- 42"x24" ADA BENCH.
- VERIFY POCKET WIDTH WITH PANEL MANUFACTURER.
- ICE MACHINE TO BE PROVIDED AND INSTALLED BY TENANT.

LEGEND

FLOOR PLAN

- 1R A8.8 1HR FIRE-RESISTANCE RATED PARTITION
- UC A8.8 CONCRETE WALL WITH FURRING
- F A8.8 FULL HEIGHT NON-RATED PARTITION TO STRUCTURE
- A A8.8 PARTITION TO 6" ABOVE CEILING

KEY PLAN



**BUILD TO SUIT FOR KeHE BY
BECKNELL INDUSTRIAL**
17505 W. THOMAS ROAD
GOODYEAR, ARIZONA 85395

MAIN OFFICE - FLOOR AND SCHEMATIC FURNITURE LAYOUT PLANS	
DATE	REMARKS
07/14/2020	60% ISSUED FOR PRICING
08/17/2020	ISSUED FOR PERMIT

PA/PM:	J. MITCHELL / M. PRINANO
DRAWN BY:	M.R.V.O.
JOB NO.:	CH20-0069-00

SHEET

A6.1

8/17/2020 8:08:57 AM

architecture
planning
graphics
civil engineering

WARE MALCOMB
Leading Design for Commercial Real Estate

State of Illinois Design Firm Registration No. 184-004069
1315 22nd Street, Suite 410
Oak Brook, IL 60521
P. 630.218.0064

GENERAL NOTES

SEE SHEETS A0.2 AND A0.2a FOR GENERAL NOTES

- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS THAT MIGHT ARISE.

REFLECTED CEILING PLAN

- SEE SHEET A6.1c FOR FINISHES.
- SEE KEYNOTE INFORMATION FOR ANY REQUIRED INSULATION.
- PROVIDE SOUND BOOTS AT ALL RIA DIFFUSERS AT ALL OFFICES, TRAINING ROOMS AND CONFERENCE ROOMS.

KEYNOTES:

- 802 CEILING GRID/TILE TO BE CENTERED IN THIS ROOM.
804 LIGHT FIXTURE TO BE CENTERED IN THIS ROOM.
806 METAL STUDS AND GYPSUM BOARD SOFFIT.
807 METAL STUDS AND GYPSUM BOARD HEADER TO BE ALIGNED AT TOP OF THE DOOR FRAME HEIGHT, U.O.N.
808 METAL STUDS AND GYPSUM BOARD SOFFIT AT CEILING TO ACCOMMODATE FOLDING PARTITION TRACK.
810 THIS ROOM/AREA IS OPEN TO STRUCTURE ABOVE. PROVIDE GALVANIZED RIGID DUCTS, ROUND DIFFUSERS AND RIGID CONDUITS. ALL MECHANICAL, ELECTRICAL, PLUMBING, TELECOMMUNICATIONS AND AUDIO VISUAL COMPONENTS VISIBLE AT OPEN CEILING AREAS ARE TO BE INSTALLED NEATLY. STRUCTURE ABOVE, CONDUITS AND PIPES TO RECEIVE PAINT. SEE FINISH LEGEND FOR ADDITIONAL INFORMATION.

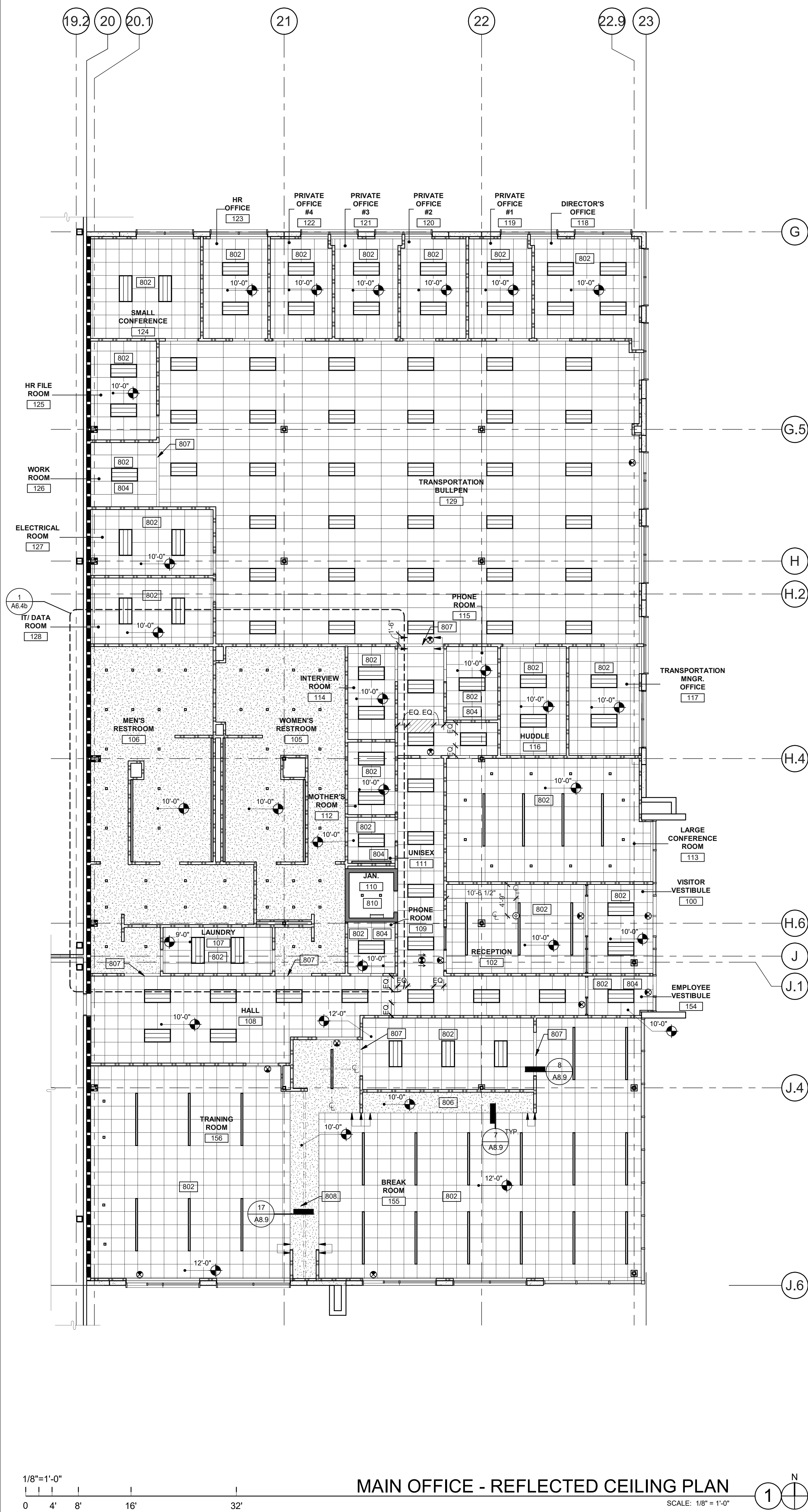
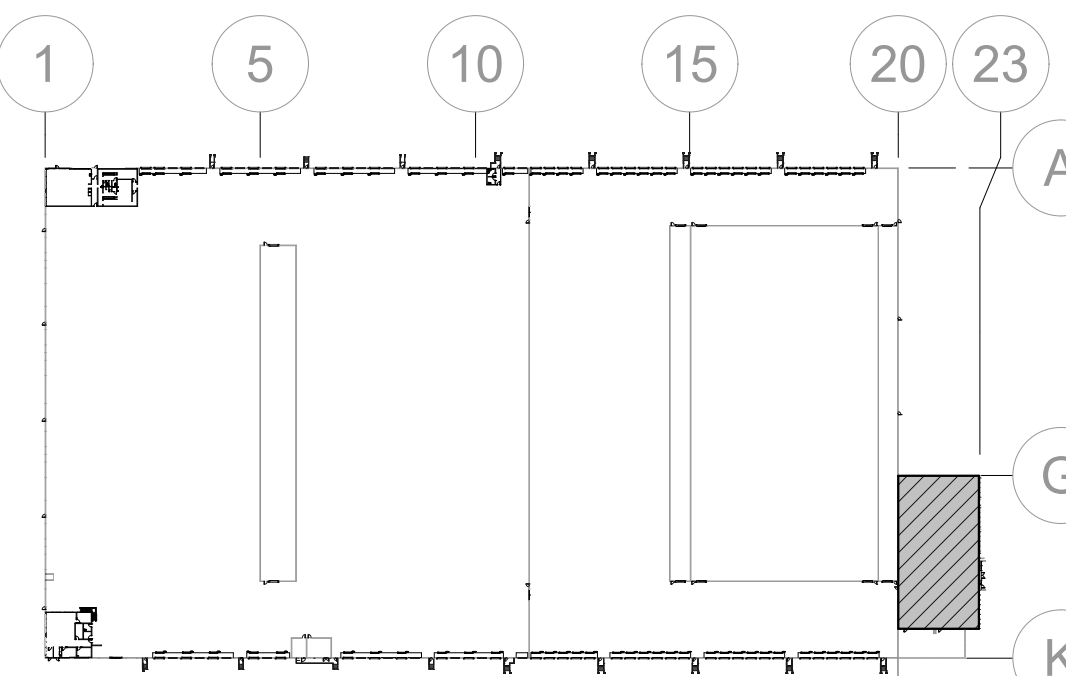
LEGEND

REFLECTED CEILING PLAN

- SUSPENDED CEILING SYSTEM THROUGHOUT TO BE ARMSTRONG 2'x4' "SECOND LOOK" IF #2776 WHITE TILE WITH ANGLED REGULAR EDGE, WITH 9/16" SUPRAPHINE GRID. SEE THROUGH 3 A6.9 5 A6.9
- SUSPENDED CEILING SYSTEM THROUGHOUT TO BE ARMSTRONG 2'x2' "SECOND LOOK" IF #2776 WHITE TILE WITH ANGLED REGULAR EDGE, WITH 9/16" SUPRAPHINE GRID. SEE THROUGH 3 A6.9 5 A6.9
- 5/8" GYPSUM BOARD CEILING OR SOFFIT - USE RATED MATERIAL & CONSTRUCTION WHERE REQUIRED. SEE 6 A6.9
- 2x4 LED LAY-IN DIRECT/INDIRECT FIXTURE
- 4"x6" OR 4"x8" LINEAR RECESSED LIGHT FIXTURE
- 4" SQUARE RECESSED DOWNLIGHT
- PENDANT LIGHT FIXTURE
- X-1 CEILING-MOUNTED EXIT SIGN WITH BATTERY BACKUP. SHADED QUADRANT INDICATES FACE OF LETTERING. SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED.
- X-2 WALL-MOUNTED EXIT SIGN WITH BATTERY BACKUP. SHADED QUADRANT INDICATES FACE OF LETTERING. SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED.

NOTE: ADDITIONAL DIRECTIONAL EXIT SIGNS MAY BE REQUIRED PRIOR TO FINAL INSPECTION AND SUBJECT TO BUILDING INSPECTOR.

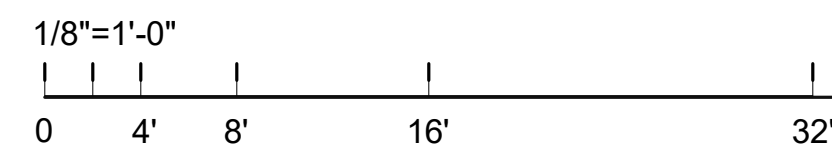
KEY PLAN



1/8"=1'-0"
0 4' 8' 16' 32'

MAIN OFFICE - REFLECTED CEILING PLAN

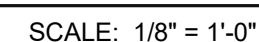
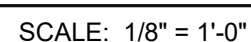
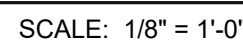
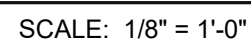
SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

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8/17/2020 8:07:11 AM 85% PROGRESS SET



- 8/17/2020 8:07:18 AM 85% PROGRESS SET

GENERAL NOTES

SEE SHEETS A0.2 AND A0.2a FOR GENERAL NOTES

- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS THAT MIGHT ARISE.

REFLECTED CEILING PLAN

- SEE SHEET A6.3a FOR FINISHES.
- SEE KEYNOTE INFORMATION FOR ANY REQUIRED INSULATION.
- PROVIDE SOUND BOOTS AT ALL R/A DIFFUSERS AT ALL OFFICES, TRAINING ROOMS AND CONFERENCE ROOMS.

FLOOR PLAN

- FOR METAL STUD SIZES AND SPACING SEE LIMITING WALL HEIGHT TABLE L/240.
- ALL WALL STUDS TO BE 3-5/8" U.O.N.
- ALL RESTROOM WALL STUDS TO BE FULLY INSULATED, U.O.N.
- SEE KEYNOTE INFORMATION FOR ANY REQUIRED INSULATION.
- CONTRACTOR SHALL PROVIDE RECORD DOCUMENTS AND PROVIDE SAID DOCUMENTATION TO TENANT CONSTRUCTION COORDINATOR OR ARCHITECT UPON COMPLETION.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS (IF ANY) AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO INCLUDE ALL FLOOR PREPARATIONS IN BASE BID.
- ALL DRYWALL CORNERS AND COLUMN EDGES TO BE FINISHED WITH CORNER 1" BEAD.
- DIMENSIONS OF COLUMN FURRING IN A COMMON AREA ARE TO BE EQUAL DIMENSIONS WITH EDGE ALIGNED, U.O.N.
- INTERIOR GYPSUM BOARD WALL SHALL CONFORM TO ICC REPORT ESR-1338

KEYNOTES:

REFLECTED CEILING PLAN

- 641 42" HIGH INDUSTRIAL GUARDRAIL, SAFETY YELLOW.
802 CEILING GRID/TILE TO BE CENTERED IN THIS ROOM.
804 LIGHT FIXTURE TO BE CENTERED IN THIS ROOM.
807 METAL STUDS AND GYPSUM BOARD HEADER TO BE ALIGNED AT TOP OF THE DOOR FRAME HEIGHT, U.O.N.
811 PROVIDE 18X18 ACCESS PANEL, COORDINATE LOCATION WITH MEP.

FLOOR PLAN

- 601 EXTERIOR WALLS TO BE FURRED WITH 2-1/2" METAL STUDS, FIBERGLASS INSULATION AND (1) LAYER 5/8" GYPSUM BOARD TO 6" ABOVE CEILING AT OPEN CEILING AREAS. FURRING TO BE PROVIDED TO DECK ABOVE. FURRING TO CONTINUE ABOVE & BELOW WINDOWS WHICH ARE NOT FULL HEIGHT. GYPSUM BOARD TO WRAP WINDOW FRAME AT SILL, JAMB AND HEAD.
611 LOWER CABINETS WITH DRAWERS, BACK SPLASH AND SINGLE-BASIN STAINLESS STEEL SINK.
615 LOWER CABINETS WITH (1) RECYCLE DISPOSAL CABINET, SEE ELEVATION FOR ADDITIONAL INFORMATION.
616 LOWER CABINETS WITH (1) GARBAGE DISPOSAL CABINET, SEE ELEVATION FOR ADDITIONAL INFORMATION.
619 REFRIGERATOR TO BE PROVIDED AND INSTALLED BY TENANT. PROVIDE RECESSED WATER LINE FOR ICE MAKER.
620 VENDING MACHINE TO BE PROVIDED AND INSTALLED BY TENANT.
622 (3) STACKED MICROWAVES TO BE PROVIDED AND INSTALLED BY TENANT.
627 MOP SINK.
628 WATER HEATER.
629 ACCESSIBLE HI-LO DRINKING FOUNTAIN WITH WATER BOTTLE FILLER.
634 PROVIDE AUTOMATIC SOLAR SHADE AT ALL MAIN OFFICE, SHIPPING OFFICE & BREAKROOM WINDOWS. 3% OPEN FACTOR, TYP.
635 42"x24" ADA BENCH.

LOCKER COUNT:

- MEN = (94) 2-TIER LOCKERS (188 TOTAL)
WOMEN = (18) 2-TIER LOCKERS (36 TOTAL)

LEGENDS

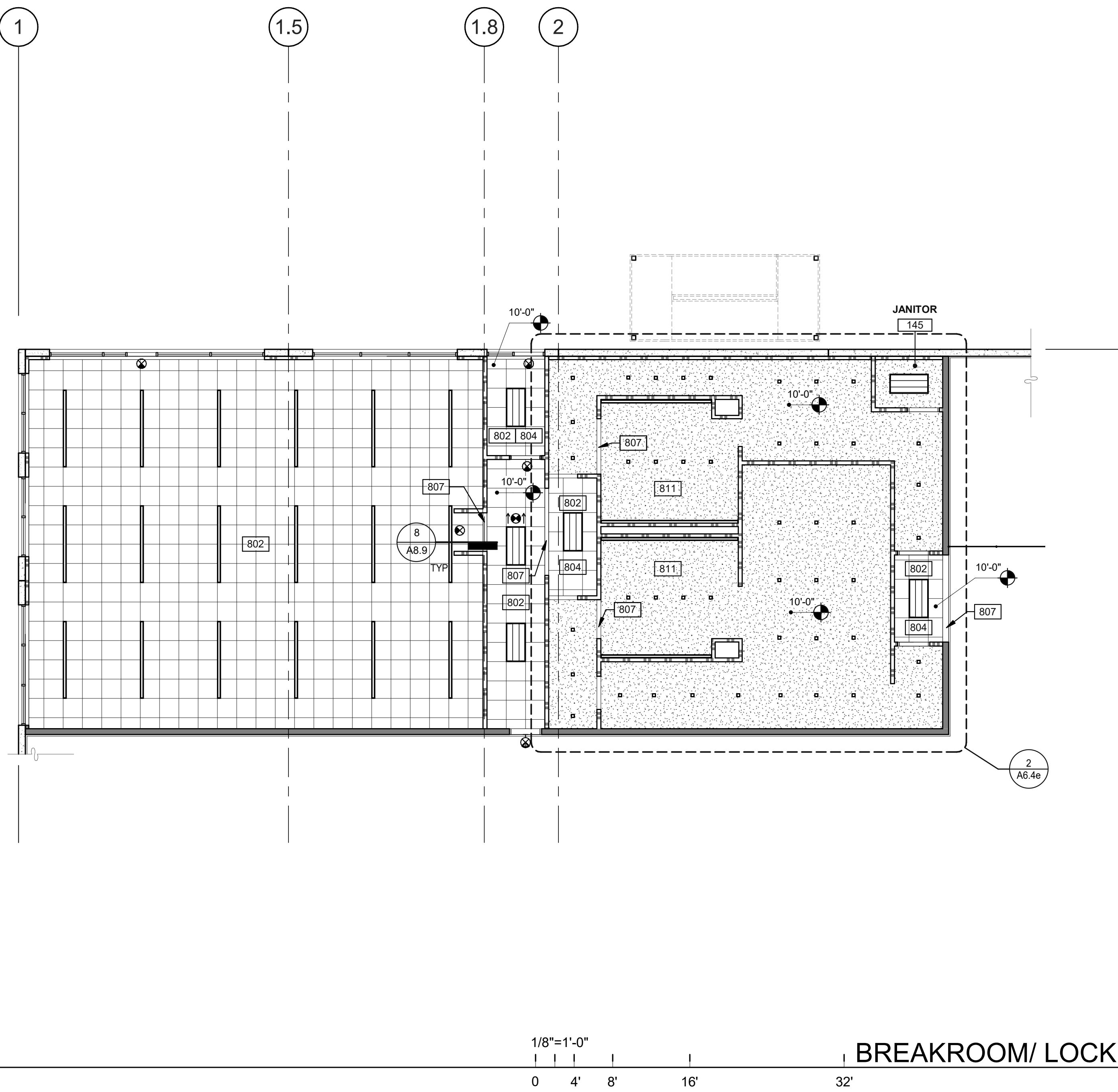
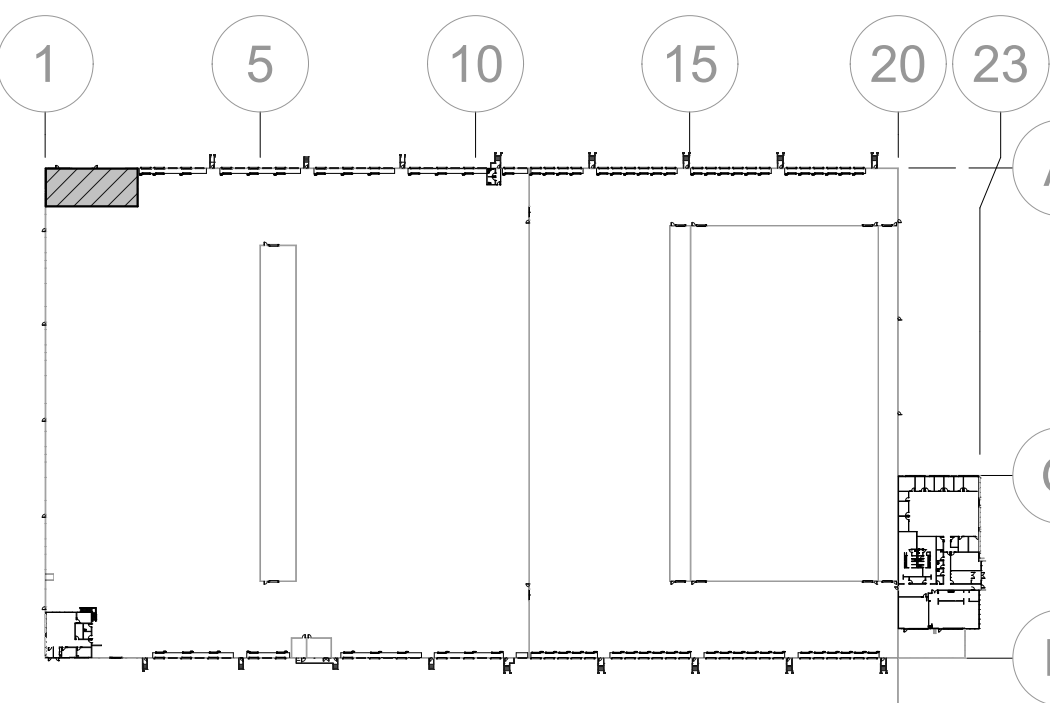
REFLECTED CEILING PLAN

- SUSPENDED CEILING SYSTEM THROUGHOUT TO BE ARMSTRONG 2'x4" "SECOND LOOK II" #2776 WHITE TILE WITH ANGLED REGULAR EDGE, WITH 9/16" SUPRAPHINE GRID. SEE 3 THROUGH 5
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FLOOR PLAN

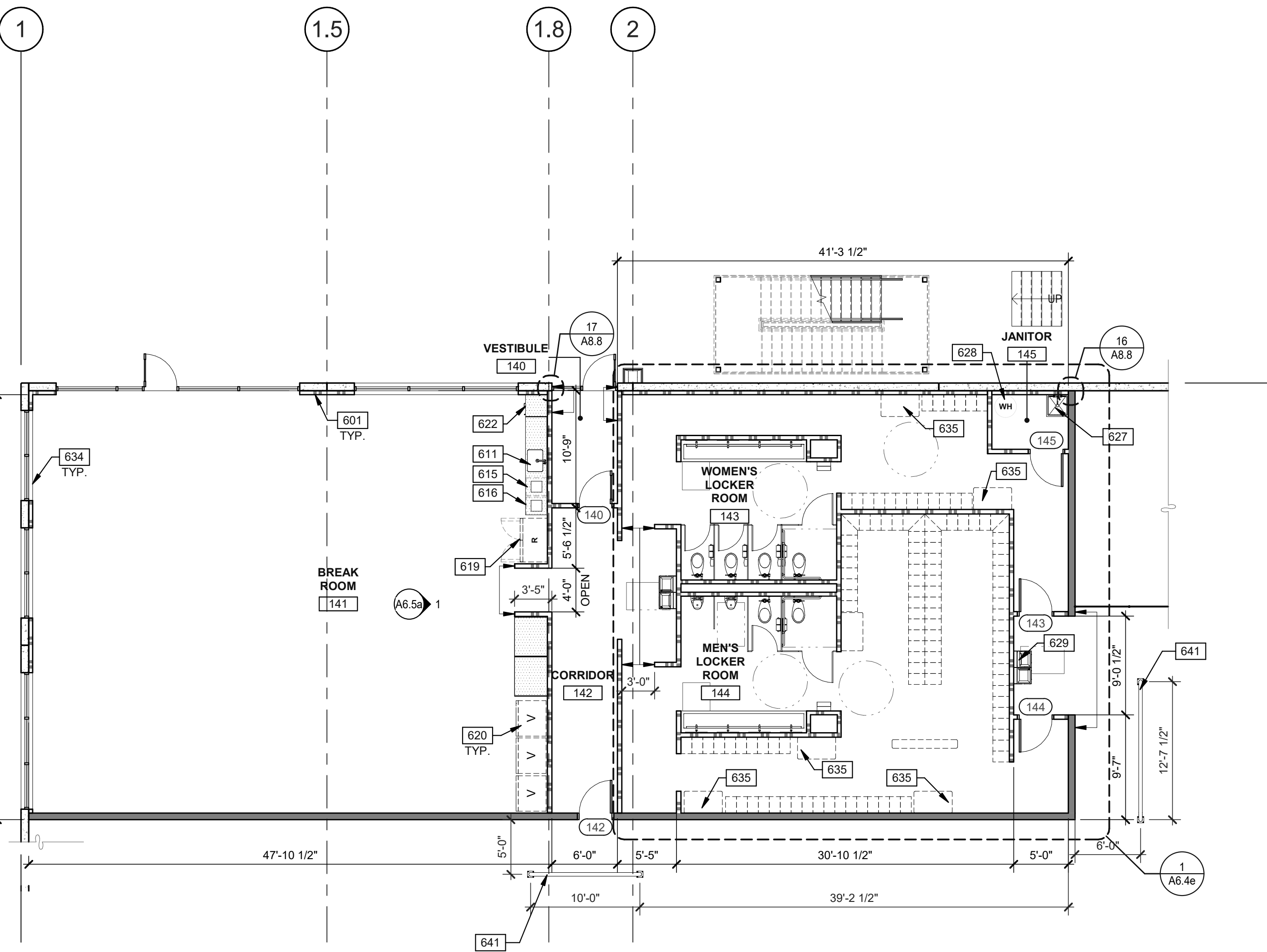
- 1r A6.8 1HR FIRE-RESISTANCE RATED PARTITION
Uc A6.8 CONCRETE WALL WITH FURRING
F A6.8 FULL HEIGHT NON-RATED PARTITION TO STRUCTURE
A A6.8 PARTITION TO 6" ABOVE CEILING

KEY PLAN



BREAKROOM/ LOCKER ROOM - REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"



BREAKROOM/ LOCKER ROOM - FLOOR PLAN

SCALE: 1/8" = 1'-0"

EXHIBIT "C"

BASE RENT SCHEDULE

KeHe Rent Schedule 8/14/2020		
Total Basis	\$67,748,493	
Rent Constant	5.60%	
Year 1 Rent	\$3,794,485	
<u>Months</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
0-8	0	0
9-12	\$1,264,828	\$316,207
13-24	\$3,879,861	\$323,322
25-36	\$3,967,157	\$330,596
37-48	\$4,056,419	\$338,035
49-60	\$4,147,688	\$345,641
61-78	\$4,241,011	\$353,418
73-84	\$4,336,434	\$361,370
85-96	\$4,434,004	\$369,500
97-108	\$4,533,769	\$377,814
109-120	\$4,635,779	\$386,315
121-132	\$4,740,084	\$395,007
133-144	\$4,846,736	\$403,895
145-156	\$4,955,787	\$412,982
157-168	\$5,067,292	\$422,274
169-180	\$5,181,307	\$431,776

EXHIBIT "D"

TENANT ESTOPPEL CERTIFICATE

TO: _____ and/or who else it may concern:

The undersigned, _____, a _____ ("Tenant"), is the Tenant under that certain Lease dated _____, executed by Tenant and _____ ("Landlord"), [as amended by that certain First Amendment to Lease dated _____,] [that certain Second Amendment to Lease dated _____,] [and that certain Third Amendment to Lease, Tenant leases [a portion of] that certain property located at _____ (the "Leased Premises"), and more particularly described in the Lease.

THIS IS TO CERTIFY THAT:

1. The Lease (i) is legal, valid and binding against Tenant, (ii) is in full force and effect and (iii) has not been modified, supplemented or amended, except as set forth in the introductory paragraph hereof. There are no other agreements or understandings, whether written or oral, with respect to the Lease or Tenant's right to use and occupy the Leased Premises, except as expressly provided in the Lease.
2. A true, correct, and complete copy of the Lease is attached hereto as Exhibit A.
3. The Tenant is not entitled to, and has made no agreement(s) with the Landlord or its agents or employees concerning, free rent, partial rent, rebate of rent payments, credit or offset or deduction in rent, or any other type of rental concession, including, without limitation, lease support payments or lease buy-outs (except as indicated below; if none, state "none"). _____

4. Except as provided below, Landlord has completed, and, if required under the Lease, paid for, any and all tenant work required under the Lease and Tenant has accepted the Leased Premises. Tenant is not entitled to any further payment or credit for tenant work. _____

5. The Tenant now occupies the Leased Premises, and is and has been open for business since _____. The Lease term commenced _____. The termination date of the present term of the Lease, excluding unexercised renewals, is _____. Tenant has _____ options to renew the Lease term, each for an additional period of _____ years.

6. Base Rent payable under the Lease is \$ _____ per month. Tenant has paid all rent, additional rents and other sums due and payable under the Lease for the Premises for the period up to and including _____. No rent has been paid more than one (1) month in advance of its due date, except as indicated below (if none, state "none"). The Tenant's security deposit (whether in the form of cash, a letter of credit or otherwise), if any, is \$ _____.

7. To Tenant's knowledge, Landlord is not currently in default under the Lease and there are no events or conditions existing which, with or without notice or the lapse of time, or both, could constitute a default of Landlord under the Lease or entitle Tenant to offsets or defenses against the prompt payment of rent except as follows: _____. Tenant is not in default under any of the terms and conditions of the Lease nor is there now any fact or condition which, with notice or lapse of time or both, could constitute a default of Tenant under the Lease. Neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease.

8. Except as provided in the Lease, Tenant has no outstanding options or rights of first refusal to purchase the Leased Premises or any part thereof or all any part of the real property of which the Leased Premises are a part.

9. No actions, whether voluntary or otherwise, are pending against the Tenant under the bankruptcy, reorganization, or other similar laws of the United States or any state thereof.

10. The Tenant has not sublet the Leased Premises to any sublessee and has not assigned any of its rights under the Lease, except as indicated below (if none, state "none"). No one except the Tenant and its employees occupies the Leased Premises. _____

11. The address for notices to be sent the Tenant is as set forth in the Lease.

12. To the best of Tenant's knowledge, the use, maintenance or operation of the Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities relating to environmental, health or safety matters (being hereinafter collectively referred to as the Environmental Laws).

13. The Leased Premises have not been used and the Tenant does not plan to use the Premises for any activities which, involve the use, generation, treatment, storage transportation or disposal of any petroleum product or any toxic or hazardous chemical,

material substance, pollutant or waste, except for routine uses of small quantities of hazardous materials as legally authorized in general warehouse and/or office operations.

14. Tenant has not received any notices, written or oral, of violation of any Environmental Law or of any allegation which, if true, would contradict anything contained herein and there are not writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the use, maintenance or operation of the Leased Premises, nor is Tenant aware of a basis for any such proceeding.

15. Any right to terminate the Lease has been satisfied or waived.

16. Tenant acknowledges that (i) this certificate will be relied upon by each of Seller, Purchaser, Purchaser's lender(s) and their respective affiliates, successors and assigns (including any designee(s) of Purchaser which take title to the Leased Premises) in connection with the purchase and sale and/or financing of the Leased Premises and (ii) such parties may rely on the certifications set forth in this certificate.

17. The undersigned is authorized to execute this Tenant Estoppel certificate on behalf of the Tenant.

The undersigned hereby certifies that the certifications set forth above are true as of the date hereof.

IN WITNESS WHEREOF, Tenant has caused this certificate to be executed this _____ day of _____, 20____.

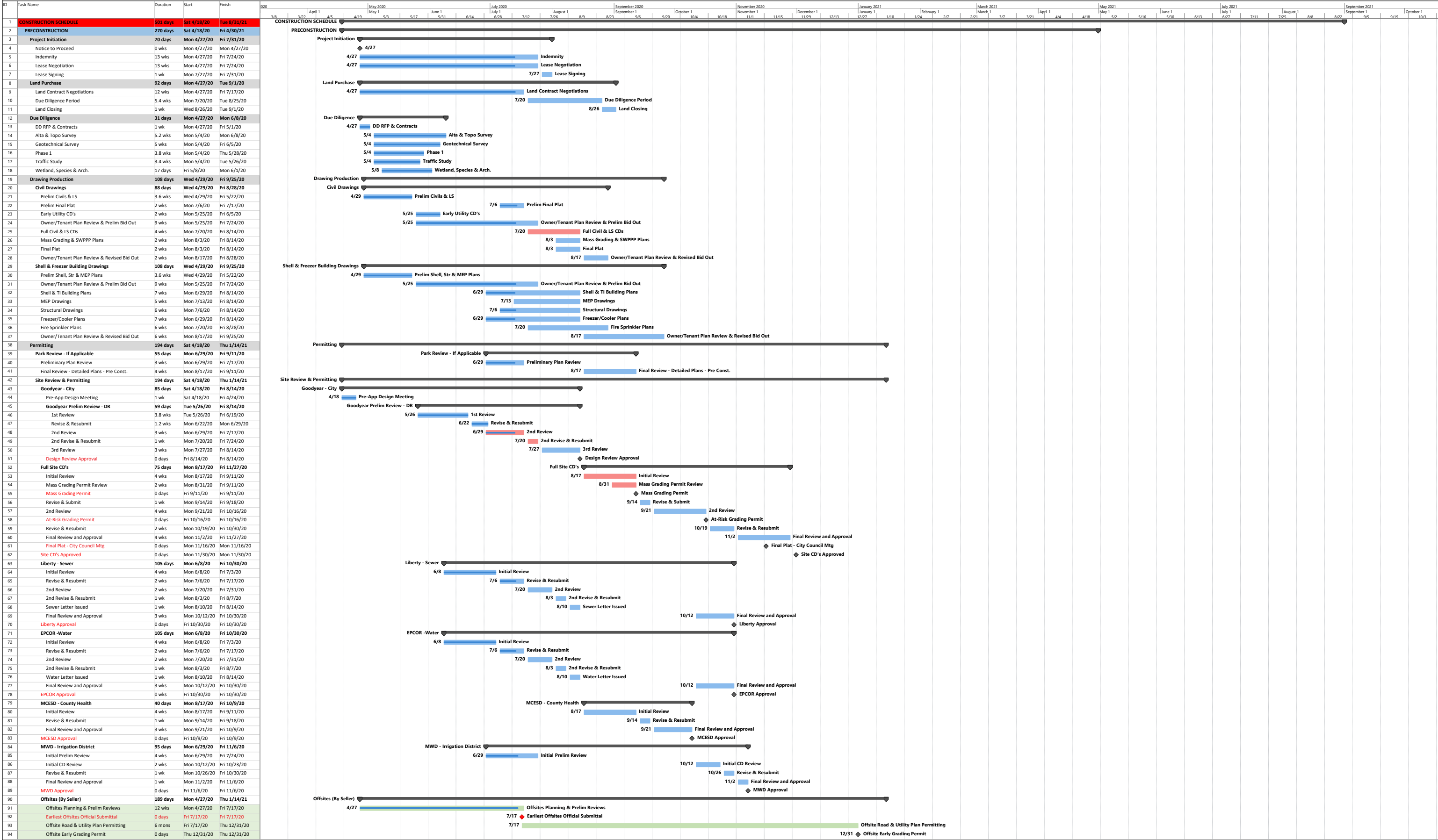
"TENANT":

By:_____

Name:_____

Title:_____

EXHIBIT "E"
CONSTRUCTION SCHEDULE



Goodyear, AZ - PV303 Site
469K Build-To-Suit
Project Schedule

Tue 7/14/20

