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THIS LEASE, dated June 23, 1965, between ERICKSON INVESTMENT COMPANY, a California corporation, having its principal offices at 977 Arden Way, Sacramento, California, (herein called the "Landlord") and MONTGOMERY WARD & CO., INCORPORATED, an Illinois corporation, with General Offices at 619 West Chicago Avenue, Chicago, Illinois (herein called the "Tenant");

W I T N E S S E T H:

Premises

1. The Landlord leases to the Tenant the premises located in the City of Klamath Falls, County of Klamath, and State of Oregon, described as follows:

The land, together with the completed improvements to be erected thereon as hereinafter provided, shown in cross-hatching which is marked "Montgomery Ward" on the map or plat designated Exhibit A, attached hereto and by this reference specifically made a part hereof, located in the Shasta Plaza Shopping Center (herein called the "Shopping Center") which Shopping Center is located on land more fully described in Exhibit B, attached hereto and by this reference specifically made a part hereof, including all improvements now or hereafter thereon and all appurtenances thereto.

Ways

2. The Landlord grants to the Tenant the non-exclusive right of ingress and egress between each of the entrances to the premises and the streets and highways adjoining the Shopping Center, including a right of adequate ingress and egress to and from the service area in the rear of the Tenant's store building, which service area shall be suitable in all respects for the passage, unloading and turning around of trailer trucks and other vehicles necessary to service the Tenant's store. The Landlord will not interrupt or disturb any entrances, exits or approaches, or deprive the premises of any light or air enjoyed by the premises at the time of the completion of the improvements to be erected by the Landlord in the Shopping Center, and will use all reasonable means to prevent any such interruption, disturbance or deprivation by any third party.

Term

3. The term of this lease shall commence on the day the Tenant shall first open its store on the leased premises to the general public for business and shall continue for twenty five (25) years from the last day of the calendar month during which the Tenant first opens such store to the general public for business; provided, however, that if the Tenant first opens such store to the general public for

business on the first day of a calendar month then the term shall continue for twenty five (25) years from the date the Tenant first opens such store to the general public for business.

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Options
to
Extend

4. (a) The Tenant may, by written notice mailed or telegraphed to the Landlord one hundred (180) or more days before the end of the original term, extend the term for five (5) years from the end of such original term upon the same terms and conditions as herein set forth.

(b) If the Tenant has exercised the foregoing option to extend the term or has otherwise lawfully remained in possession of the premises, it may, by written notice mailed or telegraphed to the Landlord one hundred eighty (180) or more days before the end of the term as extended by the period referred to in Section 4(a) above, further extend the term for five (5) years from the end of such first extension of the term upon the same terms and conditions as herein set forth.

(c) If the Tenant has exercised the foregoing option to extend the term or has otherwise lawfully remained in possession of the premises, it may, by written notice mailed or telegraphed to the Landlord one hundred eighty (180) or more days before the end of the term as extended by the period referred to in Section 4(b) above, further extend the term for five (5) years from the end of such second extension of the term upon the same terms and conditions as herein set forth.

(d) If the Tenant has exercised the foregoing option to extend the term or has otherwise lawfully remained in possession of the premises, it may, by written notice mailed or telegraphed to the Landlord one hundred eighty (180) or more days before the end of the term as extended by the period referred to in Section 4(c) above, further extend the term for five (5) years from the end of such third extension of the term upon the same terms and conditions as herein set forth.

(e) If the Tenant has exercised the foregoing option to extend the term or has otherwise lawfully remained in possession of the premises, it may, by written notice mailed or telegraphed to the Landlord one hundred eighty (180) or more days before the end of the term as extended by the period referred to in Section 4(d) above, further extend the term for five (5) years from the end of such fourth extension of the term upon the same terms and conditions as herein set forth.

Alterations

5. The Tenant from time to time may make any alterations, additions or improvements to any of the premises included in this lease, may install or remove any signs, and may erect or remove any wall or partition. Any such work done by the Tenant shall be done in a good and workmanlike manner without impairing the structural soundness of the building or buildings. All salvage shall belong to the Tenant but all permanent additions to the premises shall become part of the premises subject to this lease. The Landlord shall cooperate with the Tenant in securing the necessary permits and authority to perform any work permitted under this lease. The Tenant agrees that all alterations, additions and improvements made by the Tenant pursuant to this section shall conform to every applicable requirement of law or duly constituted authority, and to

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the applicable requirements of all carriers of insurance on the premises and any Board of Underwriters, Rating Bureau, or similar organization and that such alterations, additions, and improvements shall be compatible with the general architectural design and style of the Shopping Center.

**Removal of
Fixtures**

6. The Tenant may remove at or prior to the termination of this lease or any extensions thereof any equipment or trade fixtures installed by it on the premises even though such fixtures or equipment may be attached to the premises but all damage to the premises caused by such removal shall be repaired by the Tenant.

Liens

7. The Tenant will not permit any liens to stand against the premises for any labor or material furnished in connection with any work performed by or at the direction of the Tenant, and the Landlord will not permit any liens to stand against the premises for any labor or material furnished in connection with any work performed by or at the direction of the Landlord. The party at whose direction labor and material are furnished may contest the validity or amount of any such lien, but upon final determination of the validity and amount thereof said party will immediately pay any judgment rendered with all proper costs and charges and shall have the lien released at said party's expense.

**Eminent
Domain**

8. After the entry of any final order condemning by right of eminent domain or any other authority of law, all or any part of the leased premises or fifteen percent (15%) or more of the area of the entire Shopping Center, or after all or any part of the leased premises or fifteen percent (15%) or more of the area of the entire Shopping Center shall be taken by right of eminent domain or by any other authority of law without the entry of such an order, the Tenant may at any time within sixty (60) days after the Tenant has actual notice of such order or taking cancel this lease by written notice mailed or telegraphed to the Landlord not less than five (5) or more than one hundred twenty (120) days before the effective date of such cancellation. In such event, all rent and other charges paid in advance for any period after the effective date of such cancellation shall be refunded to the Tenant. If the Tenant does not so cancel this lease within said sixty (60) day period, or if the Tenant shall within that period give written notice to the Landlord of its waiver of the right of cancellation, or if less than fifteen percent (15%) of the area of the entire Shopping Center is so taken, the Landlord, at its expense, shall promptly after such taking repair or reconstruct the improvements on the remaining portion of the leased premises or on the entire Shopping Center so as to restore any improvements on the leased premises which are taken in whole or in part; or on the entire Shopping Center, to a complete structural unit or units, and as nearly similar as possible to the improvements existing just prior to such taking. It is agreed that the termination of this lease or the abatement of rent provided for in other sections of this lease caused by the taking of the whole or a part of the premises by right of eminent domain,

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or by other authority of law, shall not affect the right of the Tenant to recover such damage as may result to the Tenant from the exercise of such right or authority.

Insurance

9. At all times after the execution hereof, the Landlord shall carry fire and extended coverage insurance on all of the improvements now or hereafter on the entire Shopping Center, including those on the premises leased to the Tenant. All such insurance coverage shall be carried in responsible, solvent insurance companies authorized to do business in the state in which the Shopping Center is located in an amount at least equal to eighty percent (80%) of the reconstruction cost of the improvements less depreciation of not to exceed forty percent (40%) as generally computed for fire insurance purposes. The following endorsements shall be placed on all insurance policies carried by the Landlord pursuant to the above requirements:

- (a) "Before changing or cancelling this policy, the insurance company agrees to give five (5) days' prior written notice to Montgomery Ward & Co., Incorporated at 619 West Chicago Avenue, Chicago, Illinois, attention of the Insurance Department."
- (b) "Notice is received and accepted by the insurance company that the insured has waived the right of recovery from Montgomery Ward & Co., Incorporated."

Certificates of insurance or certified copies of all insurance policies bearing the above endorsements shall be deposited with the Tenant. If the Landlord fails to comply with any of the provisions of this section, the Tenant may, at any time thirty (30) or more days after mailing notice to the Landlord, without prejudice to any other right it may have, purchase the insurance required to be carried by the Landlord and deduct the cost thereof from any rent payable under this lease.

Any insurance coverage herein provided for with respect to the improvements on the premises leased to the Tenant (not insurance coverage on improvements located in the Shopping Center not leased to the Tenant) shall be for the benefit of the Landlord, the Tenant, and the holder of any first mortgage or deed of trust on the leased premises, as their interests may appear, and all sums available thereunder shall be paid to, held and disbursed by the Landlord as a trust fund for the purpose of paying the cost, in whole or in part, to the Landlord of restoring or rebuilding the improvements on the premises leased to the Tenant in case of loss or damage by fire or other risks insured against unless there is a first mortgage or deed of trust on the leased premises in which case such proceeds shall be paid to, held and disbursed by the holder of such first mortgage or deed of trust or the trustees under such deed of trust as a trust fund for such purpose. Should any amount of such insurance proceeds remain after completion and payment for the

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entire work performed, such amount shall be paid to and belong to the Landlord. Any insurance coverage herein provided for with respect to the improvements in the Shopping Center not leased to the Tenant shall be for the purpose of providing funds to restore or rebuild such improvements in accordance with this lease in the event of their damage or destruction and all sums available thereunder shall be paid to, held and disbursed by the Landlord, by the holder of any first mortgage or deed of trust on the Shopping Center, or by the trustees under such deed of trust as a trust fund for the purpose of paying the cost, in whole or in part, of restoring or rebuilding such improvements in accordance with this lease in case of loss or damage by fire or other risks insured against.

Should this lease be cancelled pursuant to the provisions of Section 10 of this lease, and the Landlord thus relieved of its obligation to restore or rebuild the improvements in the Shopping Center, including the improvements on the premises leased to the Tenant, such insurance proceeds less any sums that may be due the Tenant from the Landlord under any of the provisions of this lease shall belong to the Landlord free and clear of any trust created by this lease.

Restoration

10. (a) If, at any time after the execution hereof, the improvements on the leased premises are destroyed or damaged by fire or the elements or by any other cause, the Landlord, at its expense, shall promptly restore or rebuild the improvements as nearly as possible to the condition existing just prior to such destruction or damage; provided that, if the improvements are destroyed or damaged the last two (2) years of the term of this lease, or any extension thereof, to the extent of fifty percent (50%) or more of their combined fair market value, either the Landlord or the Tenant, within sixty (60) days after such damage or destruction, may give written notice to the other party of its desire to cancel this lease. Such a notice shall cancel this lease thirty (30) days after its receipt by the party to whom sent, except that if, within thirty (30) days after receipt by the Tenant of such a notice from the Landlord, the Tenant gives notice to the Landlord of its intention to exercise any one option it may have to extend the term of this lease, then this lease shall remain in full force and effect as if the Landlord had not given such notice, and the Landlord shall promptly restore or rebuild the improvements as nearly as possible to the condition existing just prior to such destruction or damage.

(b) If at any time after the execution hereof, any of the improvements in the Shopping Center, other than the improvements on the premises included in this lease, are destroyed or damaged by fire or the elements or by any other cause, the destroyed or damaged improvements shall be promptly restored or rebuilt as nearly as possible to the condition existing just prior to such destruction or damage at no expense to the Tenant under this lease. In the event such destroyed or damaged improvements are not completely so restored or rebuilt within two (2) years after such destruction or damage, the Tenant may at any

time within one hundred twenty (120) days after the expiration of such two (2) year period, cancel this lease by written notice mailed or telegraphed to the Landlord not less than five (5) or more than sixty (60) days before the effective date of such cancellation. 1999

Conformity
to Law

11. The Landlord covenants that the premises, fixtures and appurtenances, except fixtures installed by the Tenant and alterations, additions and improvements made by the Tenant pursuant to Section 5 of this lease, conform, or that it will promptly cause them to conform, to every applicable requirement of law or duly constituted authority, and to the applicable requirements of all carriers of insurance on the premises, any Board of Underwriters, Rating Bureau, or similar organization having jurisdiction, and of the American Standard Safety Code for Elevators and Escalators, including, but not limited to, requirements pertaining to the health, welfare, or safety of employees or the public, such as adequate toilet facilities, fire exits, exit signs, safe electric wiring and elevators. The Landlord shall, at its expense, make such improvements or installations as may be necessary to satisfy this covenant and shall, at all times during the term, promptly comply with all such requirements whether now or hereafter in effect and whether now or hereafter applicable for any reason whatsoever.

Indemnity

12. The Landlord agrees that it will at all times indemnify and hold the Tenant harmless against all actions, claims, demands, costs, damages or expense of any kind which may be brought or made against the Tenant, or which the Tenant may pay or incur, by reason of the Landlord's negligent performance of, or failure to perform, any of its obligations under this lease. The Tenant agrees that it will at all times indemnify and hold the Landlord harmless against all actions, claims, demands, costs, damages or expense of any kind which may be brought or made against the Landlord, or which the Landlord may pay or incur, by reason of the Tenant's negligent performance of, or failure to perform, any of its obligations under this lease; provided, however, that in no event shall the Tenant be liable for any loss or damage to the improvements on the leased premises or the entire Shopping Center caused by fire, the elements or any cause covered by the extended coverage insurance required to be carried by the Landlord irrespective of any negligence on the part of the Tenant which may have contributed to such damage.

Assignment,
Subletting
and Use

13. Subject to the limitations hereinafter set forth, the Tenant may use the premises for any lawful purpose, or permit the premises to remain vacant, or may assign this lease or sublet all or any part of the leased premises.

(a) The Tenant covenants that the premises shall not be used for any purpose other than that of general retail use, including servicing of automobiles, and such other purposes as are normally incidental to such use.

(b) Should the Tenant desire to assign this lease or sublet the entire premises to anyone other than a successor, subsidiary or controlling corporation of the Tenant it shall give written notice of its intention to do so to the Landlord sixty (60) or more days before the effective date of such proposed subletting or assignment. The Landlord may, at any time within thirty (30) days after its receipt of such notice from the Tenant, cancel this lease by mailing written notice to the Tenant of its intention to do so, such cancellation to be effective thirty (30) days after receipt of such notice by the Tenant from the Landlord. If the Landlord fails to exercise its privilege of cancelling this lease within such thirty (30) day period, such cancellation privilege on the part of the Landlord shall automatically become null and void and be of no further force or effect and the Tenant may thereafter assign this lease or sublet the entire premises; provided, however, that the Tenant shall not assign this lease or sublet the leased premises; for use as a "second hand" store or a store commonly referred to as a

"discount house".

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(d) No assignment of this lease or subletting or vacation of the leased premises shall relieve the Tenant of any of its obligations under this lease.

Surrender

14. The Tenant, on the last day of the term, or on the last day of any holdover, will surrender the premises in as good condition as when the Tenant takes possession except for ordinary wear and tear, repairs and replacements required to be made by the Landlord, loss by fire or casualty, loss by any cause beyond the Tenant's control, and alterations, additions and improvements herein permitted.

Holding Over

15. The Tenant may hold over at the end of the term without extending the term or renewing the lease provided the Landlord, at least one hundred eighty (180) days prior to the expiration of the term, has not given written notice to the Tenant to vacate the premises at the expiration of the term. If the Tenant does so hold over the tenancy thereafter shall continue upon the terms and conditions in effect during the last month of the term until terminated as of any date by either party by notice mailed or telegraphed to the other party at least one hundred eighty (180) days before the effective date of such termination. All rent and other charges paid in advance for any period after the effective date of such termination shall be refunded to the Tenant.

Quiet
Enjoyment
and
Title

16. The Landlord covenants and warrants that it has full right and power to execute and perform this lease and to grant the estate demised herein, and covenants that the Tenant on performing its obligations hereunder shall peaceably and quietly hold and enjoy the premises leased to the Tenant together with the right of ingress and egress and of the use of the parking areas in the Shopping Center throughout the term and any extension or holdover thereof. The Landlord further covenants and warrants that no one other than the Landlord and the Tenant has any interest in, or lien, claim or encumbrance against the property known as the Shopping Center, including the premises therein leased to the Tenant, or the income accruing therefrom and that no restrictions exist with respect to such property, or its use, except for the interests of other tenants in that portion of the Shopping Center not leased to the Tenant and except as shown in Exhibit C, attached hereto and by this reference made a part hereof. The Landlord represents (a) that all provisions in leases of other tenants in the Shopping Center imposing any restriction on the use of the premises covered by this lease are also shown in Exhibit C, and (b) that no zoning or building ordinance or any other law or regulation applicable to the leased premises, including such ordinances, laws or regulations as may be shown in Exhibit C, prohibits its use as a retail department store or auto service facility.

The Landlord further covenants and warrants that it will, on the first day of the term, deliver to the Tenant exclusive possession of the premises with improvements and appurtenances, all in conformity with the law and in a safe, clean, and tenantable condition, and in good order and repair. The Landlord shall furnish, without expense to the Tenant, within thirty (30) days after this lease is recorded and at such other times as the Tenant requests, (a) an abstract of title, title insurance policy, or other evidence, satisfactory to the Tenant, showing this lease and any amendments hereto of record and the condition of the title to be as represented; (b) an engineer's survey of the Shopping Center, including the leased premises, satisfactory to the Tenant, showing boundaries of the land and all improvements and appurtenances; and (c) a properly executed written agreement or agreements, satisfactory to

the Tenant, wherein the holders of any liens or claims against the premises consent to this lease and any amendments hereto, and agree that the Tenant shall not be disturbed in its possession of the premises leased to the Tenant, or its right of ingress and egress and its right to use the parking areas in the Shopping Center for any reason other than a default by the Tenant which would entitle the Landlord to cancel this lease. If the Landlord fails to deliver exclusive possession of the premises to the Tenant, or fails to furnish the evidence of title, the survey, and the consent agreements described in (a), (b) and (c) above, satisfactory to the Tenant and at the times herein required, the Tenant may, at any time thereafter, without prejudice to any other rights it may have, cancel this lease by written notice mailed to the Landlord. All charges on the land or improvements and obligations secured by mortgage or other lien upon the premises shall be paid by the Landlord when due. The Tenant may, but need not, perform, acquire, or satisfy any lien, encumbrance, agreement, or obligation of the Landlord, including liens for taxes and assessments, which may in its judgment threaten its enjoyment of the premises. If the Tenant does so, it shall be subrogated to all rights of the obligee against the Landlord and the premises. No merger shall be construed or implied which would defeat such subrogation. The Landlord shall reimburse the Tenant for resulting disbursements and expenses, including attorney's fees, together with interest at six percent (6%) per year.

**Taxes and
Assessments**

17. The Landlord shall pay when due all taxes and assessments of every kind and nature which have been or which shall during the term of this lease be levied, assessed or otherwise imposed upon the entire property included in the Shopping Center, including all improvements now or hereafter thereon.

**Utilities
and Fuel**

18. (a) The Landlord agrees to provide the necessary water, sewage, and gas lines in order that water, sewage and gas services may be furnished to the leased premises.

The Tenant shall pay for all fuel for heating the leased premises, and for water and gas furnished to the leased premises provided the Landlord installs separate meters to measure the Tenant's use of such services. Sewer charges and taxes, regardless of the manner billed or assessed, shall be paid by the Landlord.

If the Landlord elects to furnish any of the fuel, water or gas services at his expense to the Tenant, it may do so, provided the Landlord installs and maintains reregistering meters and makes payments to any public utility company or governmental unit from which such fuel or utility may be obtained. In no event shall the Tenant be charged more than the rates charged for the same services if furnished directly to the Tenant by the public utility company or governmental unit.

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(b) The Landlord agrees to provide an electrical system for the leased premises which will supply electrical service directly from public utility company furnishing electrical service in the area in which the Shopping Center is located to the said leased premises. Said electrical system shall be of a type based upon and conforming to the rate schedule selected by the Tenant from the various available rate schedules which will make available to the Tenant an electrical system resulting in the lowest cost of electricity to the Tenant. The electrical system for the leased premises shall be designed to receive and utilize electrical services of the form, type and character selected by the Tenant in accordance with the rate schedule offering electricity at the lowest cost. The installation of such system shall be completed to the satisfaction of the Tenant, and shall include the installation of transformers and high voltage switching and protective equipment when required as a result of the rate schedule selected by Tenant. All lines used for electric service and telephone service and all distribution lines or extensions located within the Shopping Center shall be installed underground. The Landlord shall connect all electrical service for all parts of the Tenant's leased premises (e.g., retail store building, auto service, key shop) within the Shopping Center on one meter.

The Tenant shall pay for all electricity required and used by it in the leased premises provided that the electrical system has been installed by the Landlord pursuant to the requirements of this Section 18 (b); provided, however, that the Tenant's obligation under this Section 18 (b) shall not include any part of the cost of electricity required and used by the Landlord in the lighting of common areas (e.g., parking lots, landscaped areas) or in the lighting of areas under those exterior canopies covering pedestrian walkways or malls.

19. The Tenant shall make all repairs to the interior, non-structural portions of the leased premises, and after the first year of the term to the plate glass therein, necessary to maintain the premises in good order and repair; provided, however, that irrespective of any negligence on the part of the Tenant, the Tenant shall not be obligated to make any repairs or replacements resulting from damage caused by fire, the elements, or any cause covered by the extended coverage insurance required to be carried by the Landlord. The Landlord shall make all repairs and replacements (a) to plate glass during the first year of the term, (b) to all exterior portions of the leased premises, (c) to all structural portions (whether exterior or interior) of the leased premises, including, but not limited to, the walls, roof and foundations, (d) to adjoining sidewalks, pedestrian malls, and curbs (irrespective of any duty on the part of any governmental agency to make or order such repairs and replacements), and all repairs and replacements, other than those specifically required to be made by the Tenant hereunder, necessary to put and maintain the premises, including all improvements now or hereafter thereon, and all appurtenances thereto (including, but not limited to, sewers and sewer connections, water and gas pipes and connections, electrical wires outside the improvements and electrical connections) in a safe, dry and tenantable condition and in good order and repair.

Exterior
Painting

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20. The Landlord, at its expense, shall paint the exterior painted surfaces of the improvements on the premises leased to the Tenant in a manner satisfactory to the Tenant at such times as the Tenant may request; provided the Landlord shall not be obligated under this section to paint the exterior painted surfaces of the improvements more often than once every three (3) years.

Loss or
Damage by
Fire or the
Elements

21. Notwithstanding any other provision of this lease, the Tenant shall not be liable for any loss or damage to any of the premises covered by this lease or any other improvements in the Shopping Center caused by fire, or the elements, or any cause covered by the extended coverage insurance required to be carried by the Landlord, whether or not such loss or damage shall result from the Tenant's negligence.

Remedies

22. If any default of either party continues uncorrected for sixty (60) days (thirty (30) days in the case of a default in the payment of rent) after receipt of written notice from the other party, stating with particularity the nature and extent of the default, the party giving such notice may cancel this lease by written notice of cancellation; provided, however, that such notice of cancellation shall not cancel this lease if within sixty (60) days (thirty (30) days in the case of a default in the payment of rent) after its receipt the party in default either (a) corrects such default, or (b) contests the existence of the default in a court of competent jurisdiction, and complies with the final order of the court in which the case is tried or the final order of any court to which an appeal is taken within sixty (60) days after entry of final judgment. The Tenant may, at any time after any default of the Landlord, correct such default. The Tenant, without prior notice to the Landlord, may, but need not, make any repairs and replacements required to be made by the Landlord which, in the Tenant's opinion, are of an urgent nature. In the event the Tenant corrects such defaults or makes such repairs and replacements, the Landlord shall reimburse the Tenant for all its costs and expenses with interest at six percent (6%) per year. The fact that such defaults are corrected or such repairs and replacements are made by the Tenant shall not diminish or change the Landlord's obligations set forth in Section 19 of this lease. Any sums due the Tenant from the Landlord under any of the provisions of this lease, or arising out of the Landlord's failure to comply with or perform any of the terms of this lease, may be deducted from rent. Pending final determination of the validity and amount of any claim of the Tenant under any provision of this lease, the Tenant may, without penalty or default, withhold from rent the amount claimed by it. No delay or omission of either party in exercising any right accruing upon any default of the other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either of the parties of a breach or a default under any of the terms and conditions of this lease by the other party shall not be construed to be a waiver of any subsequent breach or default or of any other term or condition of this lease. No remedy provided in this lease shall be exclusive, but each shall be cumulative with all other remedies provided in this lease and at law or in equity.

Liability
for
Alteration
Expense

23. If at any time during the term the Tenant is deprived of the 2004 possession or use of the premises or any material portion thereof through no default or neglect of its own, or should this lease be cancelled because of a default of the Landlord, then in either of such events, the Landlord shall pay to the Tenant the unamortized portion of the full amount expended by the Tenant in making alterations, improvements and additions to the premises as determined in accordance with accepted accounting principles. It is agreed that the Tenant shall have a continuing lien upon the premises to secure such payment, which lien may be foreclosed and enforced under any applicable law or procedure. Said lien shall be subordinate only to the liens, if any, set forth in Exhibit C to this lease and the lien of any first mortgage or deed of trust now or hereafter on the leased premises.

Landlord's
Improvements

24. The Landlord, at its sole cost and expense, shall erect and complete a new store building and other improvements (hereinafter referred to as the "Landlord's Improvements") on the leased premises in accordance with the preliminary specifications marked "Exhibit D," a copy of which is attached hereto and by this reference made a part of this lease, and the provisions of this Section 24.

Working
Plans

(a) Promptly after the complete execution and delivery of this lease, the Landlord shall have a competent architect prepare working plans, drawings and specifications (hereinafter for convenience referred to as the "Working Plans") for the Landlord's Improvements, which Working Plans shall be submitted to the Tenant for approval before any work provided for therein shall be commenced. Upon final approval by the Tenant the Working Plans shall by this reference be incorporated herein as a part of this lease.

Start of
Work

(b) Within three (3) months after the Tenant has approved the Working Plans, but not before such approval, the Landlord shall commence the Landlord's Improvements. The Landlord agrees to proceed with diligence with the construction of the Landlord's Improvements and to complete such work no later than July 15, 1967, subject to delays caused by strikes, acts of God, governmental restrictions or other causes beyond the Landlord's control, it being agreed that the Landlord's inability or failure to finance the construction of the Landlord's Improvements shall not be considered a cause beyond the Landlord's control.

Character
of Work

(c) All work required to be performed by the Landlord pursuant to this Section 24 shall be performed in a good and workmanlike manner, with good materials and in accordance with the approved Working Plans. The leased premises shall be left at the completion of such work in a safe, clean and tenantable condition and in good order and repair. The Landlord shall perform all work provided for in this Section 24 in conformity with all applicable construction and building codes and with every applicable requirement of law or duly constituted authority of law, of any Board of Underwriters, Rating Bureau or similar organization having jurisdiction, of carriers of insurance on the leased premises and

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on the work provided for in this Section 24, and of the American Standard Safety Code for Elevators and Escalators. The Landlord, at its expense, shall remedy any defect or make any repairs or replacements made necessary by its failure to perform the work required to be performed by it pursuant to this Section 24 in a good and workmanlike manner, with good materials and in accordance with the approved Working Plans.

**Inspection
and
Remedies**

(d) The Tenant may inspect the work from time to time in order to assure itself that it is being carried on in accordance with the requirements of this Section 24; provided, however, that the failure of the Tenant to inspect such work shall not be considered a waiver of any right accruing to the Tenant upon any failure of the Landlord to perform such work in accordance with this Section 24. Should the Landlord fail to commence the Landlord's Improvements within three (3) months after the Tenant approves the Working Plans, or should the Landlord fail to pursue such work and to complete the Landlord's Improvements in accordance with the provisions of this Section 24 no later than July 15, 1967, the Tenant, in any, each, or all of such events may, without prejudice to the exercise of any other remedy the Tenant may have, at its election, either (a) extend further time to the Landlord within which to properly complete the Landlord's Improvements, or (b) cancel this lease and be relieved of all further liability hereunder, or (c) complete the Landlord's Improvements or correct the work, as the case may be, and deduct the cost of so doing with interest at the rate of six percent (6%) per year, calculated from the dates of expenditure by the Tenant on the balance from time to time undeducted, from any rents payable under this lease; provided, however, that at the expiration of any extended period or periods, the Tenant shall have the same rights of extension, cancellation or deduction. Pending final determination of the validity and amount of any claim of the Tenant under this Section 24, the Tenant may, without penalty or default, withhold from rent the amount claimed by it.

(e) The Landlord shall at all times indemnify, defend and hold the Tenant harmless against all actions, claims, demands, costs, damages, penalties or expense of any kind which may be brought or made against the Tenant, or which the Tenant may pay or incur, by reason of any work on the leased premises which may at any time be performed by or at the direction of the Landlord. For the purpose of protecting the Tenant against any such claim, damages or expense, the Landlord shall carry policies of insurance against public liability with limits of at least One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000/\$300,000) and against property damage with a limit of at least Fifty Thousand Dollars (\$50,000), which insurance shall be in effect at all times when any work is being done on the premises by the Landlord; provided, however, that should all such work be done by a contractor, the Landlord may cause the contractor to carry such insurance in the listed amounts or more as a compliance with the foregoing insurance requirements. Before commencing any such work the Landlord shall furnish the Tenant with certificates of insurance evidencing compliance with the foregoing insurance requirements, whether the Landlord or the contractor carries the required insurance.

Insurance
on Con-
struction
Work

2006

(f) During the period from the commencement of the construction of the Landlord's Improvements until exclusive possession of the premises is delivered to the Tenant, the Landlord shall carry fire and extended coverage insurance under the builder's risk form to the extent of the full insurable value of the Landlord's Improvements at all times as the work progresses. The following endorsements shall be placed on all insurance policies carried by the Landlord pursuant to the above requirements:

- (a) "Before changing or cancelling this policy, the Insurance Company agrees to give five (5) days' prior written notice to Montgomery Ward & Co., Incorporated, at 619 West Chicago Avenue, Chicago, Illinois, attention of the Insurance Department."
- (b) "Notice is received and accepted by the Insurance Company that the insured has waived the right of recovery from Montgomery Ward & Co., Incorporated."

Certificates of insurance or certified copies of all insurance policies bearing the above endorsements shall be deposited with the Tenant. If the Landlord fails to comply with any of the provisions of this subsection (f), the Tenant at any time thirty (30) or more days after mailing notice to the Landlord may, without prejudice to any other rights it may have, purchase the insurance required to be carried by the Landlord and deduct the cost thereof from any rent payable under this lease. Any insurance coverage herein provided for shall be for the benefit of the Landlord and the Tenant, as their interests may appear, and all sums available thereunder shall be paid to the Landlord as a trust fund for the purpose of paying the cost, in whole or in part, of restoring or rebuilding the Landlord's Improvements in case of loss or damage by fire or other risks insured against in order to assure compliance by the Landlord of its obligations under this lease to erect the Landlord's Improvements.

Advance
Possession
For
Fixtures

(g) As soon as the work on the Landlord's Improvements shall have progressed to a point where Tenant can do so without interfering with the completion thereof, the Tenant shall have the privilege, rent free, of entering the premises for the purpose of installing its store and trade fixtures, storing its merchandise and equipment, and otherwise preparing the premises for the Tenant's occupancy. Such entry of the premises by the Tenant for such purpose shall not be construed as acceptance of the Landlord's Improvements, or as a waiver of any of the provisions of this lease, including those giving the Tenant certain remedies incident to the Landlord's failure to carry out completely the provisions of this lease.

2007

Store
Opening

25. Subject to the provisions of Section 29 hereof, the Tenant shall open its facilities on the leased premises to the general public for business within a reasonable time, not to exceed ninety (90) days, from the date on which the Landlord's Improvements on the leased premises are completed and exclusive possession of the premises is delivered to the Tenant; provided, however, that the Tenant shall not be required to open its facilities for business between November 15th and January 15th, or between May 15th and July 15th. Should the Tenant elect to open its facilities for business prior to the completion of the Landlord's Improvements in every respect, in accordance with the approved working plans, drawings and specifications, it shall have the right to do so at any time after such opening can be accomplished without interfering with the work to be completed by the Landlord, and in such event the Landlord shall forthwith complete the Landlord's Improvements as expeditiously as possible. The opening of the Tenant's facilities prior to completion of the Landlord's Improvements on the leased premises under this lease shall not be construed as an acceptance of said improvements, or as a waiver of any of the provisions of this lease, including those giving the Tenant certain remedies incident to the Landlord's failure to carry out completely the provisions of this lease.

Rent

26. The Tenant shall pay rent to the Landlord in accordance with the following terms and conditions:

(a) The Tenant shall pay fixed rent to the Landlord at the annual rate of SIXTY SIX THOUSAND SEVEN HUNDRED FIFTY SIX AND NO/100 DOLLARS (\$66,756.00) payable in equal monthly installments on or before the tenth (10th) day of each calendar month for the current calendar month. Rent for part of a month shall be prorated. The Tenant's obligation to pay fixed rent shall commence on the date the term of this lease commences pursuant to Section 3 hereof.

(b) The Tenant shall pay a percentage rent equal to two percent (2%) of net retail sales up to and including FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) made by it on the leased premises during each lease year, plus one and one-half percent (1 1/2%) of net retail sales in excess of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) made by it on the leased premises during each lease year. Net retail sales, for the purpose of computing percentage rent, shall be gross retail sales (not including sales of merchandise purchased by customers ordering from a Ward mail order catalog, commonly known as "catalog desk sales," carrying charges, sales taxes or other taxes measured by the selling price, or delivery, service and installation charges) less exchanges, allowances and returns. Anything herein to the contrary notwithstanding, it is agreed that prior to the payment of any percentage rent for any period, there shall be deducted therefrom all fixed rent paid or to be paid by the Tenant for the same period. Payments of percentage rent shall be made annually within sixty (60) days after the expiration of

2008

the period for which made. The Tenant, at the time of paying percentage rent, shall furnish a statement of the amount of net retail sales and the computation of percentage rent for the period covered by such payment, which statement shall be deemed conclusive as to the amount of rent due from the Tenant to the Landlord for such lease year unless within three (3) months after it is furnished the Landlord shall cause applicable records to be audited at the Landlord's expense by a certified public accountant in a manner which does not unreasonably interfere with the conduct of the Tenant's business.

A "lease year" shall be each successive twelve (12) calendar month period beginning with the date the term commences under Section 3, or each successive twelve (12) calendar month period beginning with the first day of the succeeding month if the term pursuant to Section 3 commences on a day other than the first day of the month. Sales from the date the term commences, if the term commences on other than the first day of a month, to the end of that month shall be included in the sales of the first full calendar month and in the sales of the first lease year.

(c) Should the Tenant vacate the entire store building on the leased premises or cease selling merchandise at retail therein while the premises are usable for the operation of a store or should it assign this lease or sublet all of the premises to anyone except a successor or a subsidiary or controlling corporation, then the average monthly rent accrued and payable under this lease for the twenty-four (24) months or lesser period of occupancy preceding such event shall be taken as the monthly rate of rent payable thereafter, subject to abatement as herein after provided.

(d) Should the Tenant operate a store in part of the premises and sublet a part, or should the Tenant license other persons to sell goods or services on a part of the premises, the sales of goods or the fees or other charges for services of such subtenants and licensees shall be added to gross retail sales for the purpose of computing percentage rent; provided, however, if the Tenant sublets a part of the premises not to exceed five percent (5%) of the floor area of the premises to a subsidiary or affiliated corporation not engaged in the sale of merchandise, or licenses such a subsidiary or affiliated corporation to use such a part of the premises, then the Tenant shall pay the Landlord an amount equal to \$1.50 per square foot per year for the space so sublet or for which a license so to use is granted to such subsidiary or affiliated corporation, and the sales, fees or other charges of such subsidiary or affiliated corporation shall not be included in gross retail sales hereunder for the purpose of computing percentage rent.

Payments
to
Landlord

27. All payments to the Landlord may be made by checks or drafts payable to the order of Erickson Investment Company and mailed to such payee at 977 Arden Way, Sacramento, California. The Landlord may change the party to the order of whom such checks or drafts are made payable, or the address to which such checks or drafts are to be mailed,

2009

by written notice mailed to the Tenant by registered or certified mail and received by the Tenant thirty (30) or more days before the effective date of such change.

Abatement
of Rent

28. If, due to fire, the elements, the exercise of the right of eminent domain or other authority of law or any cause whatsoever, whether or not the Tenant's negligence was a direct or contributing cause, part or all of the leased premises shall become untenable, dangerous or unfit for the Tenant's use, or the Tenant shall lose the use of part of the leased premises, any rent payable pursuant to subsection (a) or subsection (c) of Section 26 hereof, shall abate during the continuance of such condition or conditions, per diem, in that proportion which the area of the improvements so rendered untenable, dangerous, unusable, or unfit bears to the total area of the improvements on the leased premises. Rent shall not abate during the performance by the Tenant of work authorized under the provisions of Section 5 of this lease.

Lease Con-
ditioned on
Represent-
ations of
Landlord

29. It is understood and agreed that representations made by the Landlord, or its representatives, as to the general plan for the establishment and maintenance of the Shopping Center, complete with other retail stores and free parking areas, all as shown on Exhibit A, are inducements and considerations for the Tenant entering into this lease, and therefore, notwithstanding any other provision of this lease, the Tenant shall not be required to open its store or its auto service station facilities for business, unless it desires to do so, until all of the following conditions are fully complied with:

- (a) The parking areas, sidewalks and pedestrian malls, and all means of ingress and egress to and from the leased premises, as shown on Exhibit A, have been completed and are ready for use by the public;
- (b) The Landlord has entered into bona fide leases covering premises, other than the premises leased to the Tenant hereunder, shown on Exhibit A, aggregating at least 110,000 square feet of floor area, such leases providing that the premises covered thereby shall be occupied and used by the tenants thereunder for general retail store purposes;
- (c) The stores referred to in sub-paragraph (b) above shall be open for business or ready to open for business simultaneously with the opening of the Tenant's store on the leased premises;
- (d) The entire Shopping Center is completed to a point where all the proposed buildings shown on Exhibit A can be occupied within six (6) months.

- (e) The Landlord has delivered actual and exclusive possession of the premises to the Tenant and has delivered to the Tenant satisfactory evidence of title, the survey and consent agreements as required by Section 16 of this lease.

Rent Prior
to Compliance
by Landlord
with Representations

30. If the Tenant shall elect to open its store on the leased premises to the general public for business prior to the fulfillment in every respect of the Landlord's representations and conditions set forth in Section 29, the term of this lease shall commence in accordance with Section 3 hereof, but the Tenant shall not be obligated to pay rent under Section 26 hereof until the Landlord shall have fully complied with such representations and conditions. but in lieu thereof the Tenant shall pay as rent a monthly rental only equal to one percent (1%) of the net retail sales (as defined in Section 26 hereof) made by it on the premises each month, and the Tenant shall continue such monthly payments until the beginning of the month following the month in which the Landlord's representations and conditions set forth in Section 29 are fulfilled, and at that time the Tenant shall commence the payment of rent pursuant to Section 26 of this lease. Rent payable under this Section 30 shall become due and payable sixty (60) days after the end of the month for which such rent accrued. The payment of rent pursuant to this Section 30 shall not affect the determination of "lease year" as defined in Section 26 even though part or all of one or more "lease years" may expire prior to the payment of any rent pursuant to Section 26.

Parking
Areas,
Driveways,
Sidewalks,
Pedestrian
Malls and
Service
Entrance

31. On or before the commencement of the term of this lease, the Landlord shall, at its sole cost and expense, provide, grade, landscape, surface and mark the following areas which are set forth on Exhibit A:

- (a) Parking areas for the free parking of automobiles sufficient to accommodate at least 1,400 automobiles with parking stalls in accordance with Exhibit D, together with driveways leading to such parking areas as shown on Exhibit A; which parking areas shall at all times during the term of this lease and any extension thereof be at least 2.3 times the gross floor area of all of the buildings in the Shopping Center;
- (b) Sidewalks and pedestrian malls as set forth on Exhibit A; and
- (c) A service entrance to the receiving dock of the retail store building for the purpose of ingress and egress in connection with the receipt and delivery of merchandise to and from the leased premises.

Anything contained in this paragraph (a) to the contrary, the Landlord reserves the right to furnish 1,250 parking spaces meeting the requirements of Exhibit D in the Shopping Center as shown on Exhibit A and at least 150 parking spaces meeting the requirements of said Exhibit "D" for the exclusive use of employees of tenants of the Shopping Center at a location outside of the Shopping Center to be selected by Landlord, but which may in no event be more than 1,000 feet from Tenant's retail department store building. Landlord shall put and maintain such area in good order and repair. Landlord agrees to use every reasonable effort to cause its employees and employees of tenants of the Shopping Center to use only said area designated exclusively for employees, and Tenant shall use its reasonable efforts to cause its employees to use only such area for parking.

2011

The Landlord hereby grants to the Tenant, its employees, invitees, customers, and the general public, for the term of this lease and any extensions thereof, a right of ingress and egress to and from the Tenant's premises and the free parking areas. The Landlord hereby grants to the Tenant, its employees, invitees and customers the right to use, in common with others, all of the areas described in items (a) and (b) of this Section 31.

The location and arrangement of said parking areas, sidewalks and pedestrian malls shall throughout the term of this lease and any extensions thereof substantially conform with the plat designated Exhibit A, and shall be kept open at all times. The said sidewalks and pedestrian malls shall be of concrete construction. The said parking areas and the service entrance shall be paved with concrete or other hard surface and shall be kept free of dust and mud.

The Landlord further agrees to provide, operate, manage, and maintain, during the term of this lease and any extensions thereof, all of the parking areas, sidewalks, pedestrian malls and the service entrance described in items (a), (b) and (c) of this Section 31, together with any enlargement or rearrangement thereof required by enlarging the Shopping Center or the gross building area of the buildings thereon, all landscaping, proper drainage facilities and lighting facilities sufficient to provide a minimum of one (1) foot candle of light at surface levels throughout all areas of the Shopping Center other than that occupied by buildings, and to keep such areas free of obstruction, clear of debris, water, ice and snow and in a clean condition for the entire term of this lease and any extensions thereof.

The Landlord shall place and maintain markings on the surface of the parking areas and driveways in such a manner as to provide for the orderly parking of automobiles, and shall provide adequate exits and entrances with signs directing traffic in and out of said parking areas. The Landlord, at its sole cost and expense, shall keep said parking areas, driveways, sidewalks and pedestrian malls lighted at such times during the hours of darkness as the Tenant's store in the Shopping Center shall be open for business.

The Landlord agrees that should a parking lot attendant or attendants be used in connection with the operation of said parking areas, then in such event the Landlord, at its own expense, shall employ such attendant or attendants and shall carry Workmen's Compensation Insurance as required by the laws of Oregon covering such parking lot attendants.

The Landlord agrees to indemnify and save harmless the Tenant from any and all claims for death of or injury to persons and loss of or damage to property arising out of the use, operation and maintenance of said parking areas, driveways, sidewalks, and pedestrian malls and landscaped areas within the Shopping Center.

2012

For the purpose of protecting the Tenant under this Section the Landlord shall carry during the term of this lease and any extensions thereof policies of insurance against public liability with limits of at least One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000/\$300,000) and against property damage with a limit of at least Fifty Thousand Dollars (\$50,000). The Landlord shall furnish the Tenant with certificates of insurance evidencing compliance with this section.

The Landlord reserves the right to designate an area within the Shopping Center for employee parking, and Tenant agrees to require its employees to use only such area for such purpose.

Expansion of
the Shopping
Center

32. The Landlord shall not enlarge the Shopping Center or substantially change the location or arrangement of the parking areas or the exits and entrances thereto, or the sidewalks or pedestrian malls as shown on the plat designated Exhibit A without in each instance obtaining the prior written consent of the Tenant. In the event the Landlord, with the Tenant's consent, does enlarge the Shopping Center, the combined parking areas in the Center as so enlarged shall constitute at least 2.3 times the gross floor area of all the buildings in the Shopping Center, which minimum ratio of parking area to gross floor area shall be maintained at all times during the term of this lease and any extensions thereof. For the purpose of this Section 32 an enlargement of the Shopping Center shall be any addition to the land shown on Exhibit A, any addition to or expansion of a building in the Shopping Center, or the construction of a new building on the Shopping Center. The provisions of this lease, insofar as applicable to portions of the Shopping Center not included in the premises leased to the Tenant, shall apply to the Shopping Center as it may be enlarged. It is understood and agreed that the construction by the Landlord of a retail store building or complex of retail store buildings on the south side of Avalon Avenue shall not be deemed to constitute an enlargement of the Shopping Center within the meaning of this Section 32, provided that such store or stores are operated under a name other than that of "Shasta Plaza Shopping Center."

Restrictions
Against
Competition

33. In consideration of the rents to be paid by the Tenant and the mutual covenants contained in this lease, the Landlord hereby covenants that the Tenant shall have the following exclusive rights within the area of the Shopping Center (a) to operate an Auto Service Station, (b) to sell gasoline, oil, automobile and truck tires and tubes, and automobile and truck batteries, and (c) to operate a catalog mail order desk or store from or at which purchases may be made by customers of merchandise selected from a catalog. In the event the Landlord enlarges the Shopping Center the covenants contained in this Section 33 shall be applicable to the entire area of the Shopping Center as so enlarged. The covenants contained in this Section 33 shall run with the land and continue for the term of this lease and any extensions thereof. Anything contained in this Section 33 to the contrary notwithstanding, it is understood and agreed that nothing herein contained shall be deemed to preclude the operation by J. C. Penney of an auto service station and a catalog desk, or the sale by the said J. C. Penney of gasoline, oil, automobile and truck tires and tubes, and automobile and truck batteries.

21

Leases With
Other
Tenants

34. The Landlord hereby expressly agrees that it will not lease or permit to be made available to any tenant space in the Shopping Center to be used as a "second hand" store, an Army, Navy, or Government "surplus" store or a store commonly referred to as a "discount house."

Conversion
of Space

35. At any time during the original term of this lease or any extension thereof after the "net retail sales" (as that term is defined in Section 26 (b) of this lease) exceed an amount equal to sixty-two and one-half (62.5) times the fixed annual rent provided for in Section 26 (a) of this lease for each of two consecutive lease years, the Tenant, at its expense, may convert all or any part of the then existing warehouse space in the leased premises to additional sales space comparable to the then existing sales space. In the event the Tenant converts said warehouse space to sales space in accordance with this Section 35, the Tenant may reimburse itself for the cost of such work, together with interest thereon at the rate of six percent (6%) per year, calculated from the date of expenditure by the Tenant on the balance from time to time which is unreimbursed, by deducting such cost, together with interest as aforesaid, from all percentage rent payable in each lease year on sales in excess of an amount equal to sixty-two and one-half (62.5) times the fixed annual rent provided for in Section 26 (a) of this lease.

Automatic
Termination

36. Anything contained in this lease to the contrary notwithstanding, in the event that the term of this lease shall not have commenced pursuant to Section 3 hereof within ten (10) years after the complete execution and delivery hereof, then ten (10) years from the date of the complete execution and delivery hereof, this lease shall automatically terminate and shall be of no further force or effect.

Brokers'
Commissions

37. If there are any brokers' fees or commissions payable in connection with the bringing about of the execution and delivery of this lease, the Landlord agrees that the Tenant shall not be liable for such fees and commissions and that the Landlord will indemnify and save the Tenant harmless from any and all claims for such fees and commissions.

Notices

38. All notices, approvals or requests in connection with this lease shall be sent by registered or certified mail or telegram, except notices concerning repairs and replacements which may be given orally or by any other means which might reasonably be expected to give the other party notice; provided, however, that no notice other than by registered or certified mail shall constitute a notice of default authorizing cancellation of this lease. Notices to the Landlord may be addressed to the Landlord or to the person or party to whom rent was last paid at the address to which such payment was sent in accordance with Section 27 of this lease. Notices to the Tenant shall be addressed to Montgomery Ward & Co., Incorporated, at 2825 East 14th Street, Oakland 16, California, attention of the Assistant Secretary.

2014

Recording

39. The Tenant shall record this lease promptly after its complete execution and delivery. The Landlord shall pay to the Tenant within thirty (30) days after being requested to do so one-half of the total of the fees, charges, cost of documentary stamps, and any other taxes paid by the Tenant in connection with the recording of this lease or a short form thereof.

Construction of Lease

40. Except as otherwise specifically stated in this lease, "the term" shall include the original term and any extension thereof. "This lease" shall include this agreement and any properly executed amendment of it. "Landlord" shall include grantors of the term. All covenants by the Landlord in this lease shall run with the land. This lease constitutes the entire agreement between the parties. Subject to the provisions of this section, this lease shall be construed in accordance with the laws of the State in which premises are located.

Option to Execute

41. In consideration of One Dollar (\$1.00) paid by the Tenant to the Landlord, the receipt and sufficiency of which are hereby acknowledged, the Landlord agrees that the Tenant shall have the option to execute this lease at any time within sixty (60) days after receipt of same duly executed by the Landlord.

Persons Bound

42. All grantors of the term shall be bound jointly and severally by this lease. This lease shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Landlord and the Tenant.

Authority

43. Employees or agents of the Tenant have no authority to make or agree to a lease. This instrument shall not be binding upon the Tenant until it has been executed on behalf of the Tenant by one of its corporate officers. No act or omission of any employee of the Tenant shall alter, change, or modify any of the provisions of this lease. Any alterations, changes, and modifications of this lease shall be effective only when made in writing and executed on behalf of the Tenant by one of its corporate officers.

IN WITNESS WHEREOF, this lease has been duly executed under seal as of the date first hereinabove written.

WITNESSES:

[Signature]
[Signature]

WITNESSES:

Helen Taylor
Mary E. Peterson

ERICKSON INVESTMENT COMPANY

[Signature]
President

Attest: *[Signature]*
Secretary

MONTGOMERY WARD & CO., INCORPORATED

[Signature]
Vice President - Western Region

Attest: *[Signature]*
Assistant Secretary

23

2015

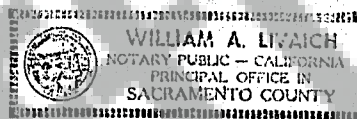
STATE OF CALIFORNIA)
) SS
COUNTY OF SACRAMENTO)

On this 29th day of October, A. D. 1965, before me,
William A. Livaich, a Notary Public in and for the said
County and State residing therein, duly commissioned and sworn
personally appeared Franklin E. Erickson, known to me
to be the President of ERICKSON INVESTMENT COMPANY the corporation that
executed the within instrument, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

William A. Livaich
Notary Public in and for said County and State

My commission expires: January 4, 1969



STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

On this 30th day of November, A. D. 1965, before me
Spalding R. Harris, a Notary Public in and for the said
County and State residing therein, duly commissioned and sworn
personally appeared Fred H. Veach, known to me
to be the Vice President of MONTGOMERY WARD & CO., INCORPORATED the
corporation that executed the within instrument, and acknowledged to me
that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

Spalding R. Harris
Notary Public in and for said County and State

My commission expires

My Commission Expires May 15, 1968

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EXHIBIT A

to Lease dated June 23, 1965, between ERICKSON INVESTMENT COMPANY
and MONTGOMERY WARD & CO., INCORPORATED.

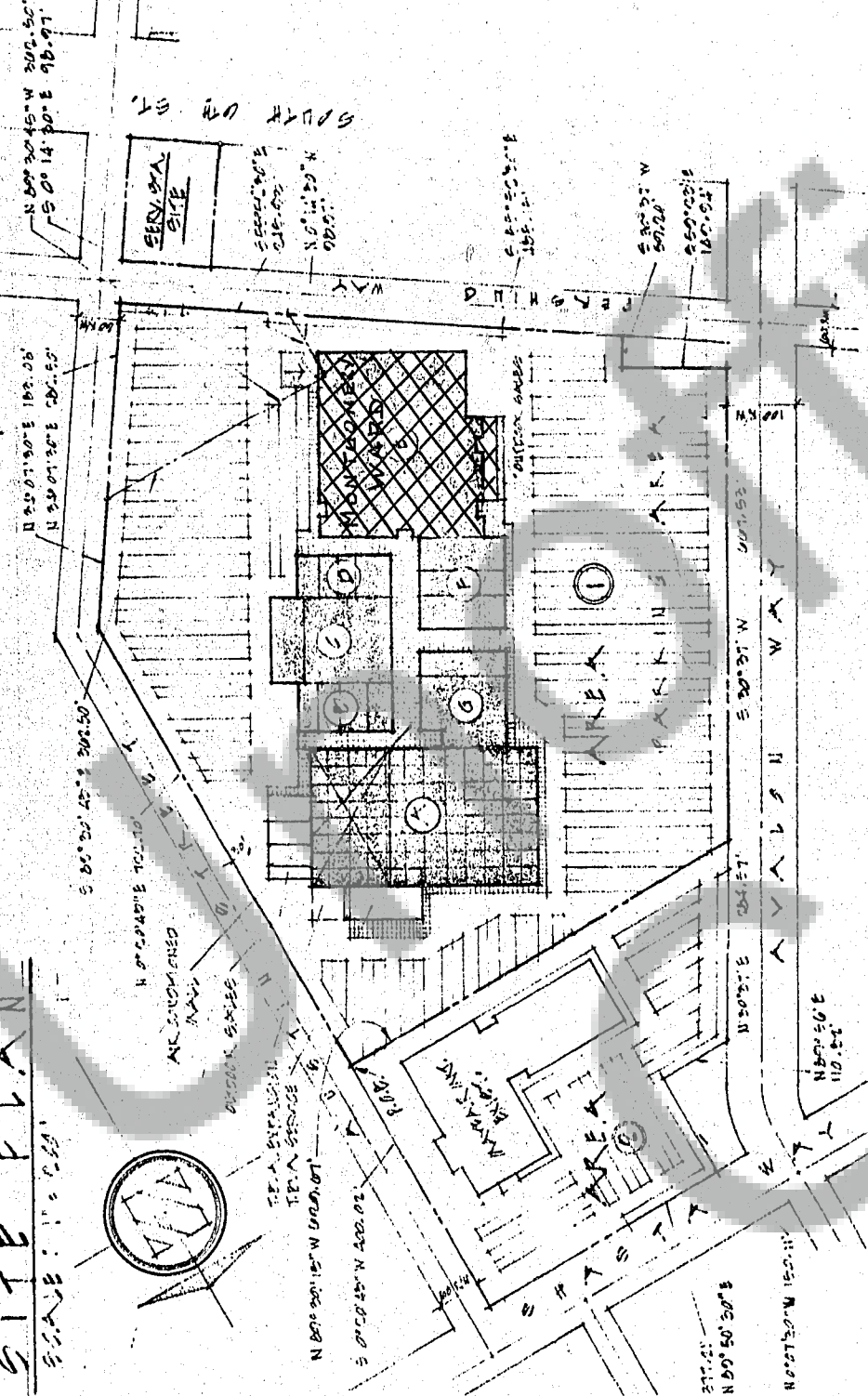
2016

Map or Plot Plan

2017

SITE PLAN

SCALE: 1" = 50'



[Handwritten signatures and initials]

KLAMATH FALLS SHOPPING CENTER

KLAMATH FALLS, OREGON

25

COMMERCIAL INDUSTRIAL DESIGN ASSOCIATES

3011 ASSEL WAY

SACRAMENTO, CALIFORNIA

JUN 22 1965

11:15 AM

00-00-00 00-00-00 00-00-00

EXHIBIT B

to Lease dated June 23, 1965, between ERICKSON INVESTMENT COMPANY
and MONTGOMERY WARD & CO., INCORPORATED.

2018

Legal Description

Landlord

By

Erickson

Tenant

By

MW

LEGAL DESCRIPTION OREGON SHOPPING CENTER INC.

PARCEL I

All that portion of Tracts 32, 33A, & 36, Enterprise Tracts, situated in the NW 1/4 of Section 3, T 39 S, R 9 EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pipe on the south line of said Tract 32, said point being N. 89° 30' 45" W a distance of 281.8 feet from the southeast corner of said Tract 32 (this same reference is described as being West a distance of 281.7 feet by previous records), said beginning point also being on the northwesterly line of Austin Street as deeded to Klamath County by Deed Volume 229, Page 300, Klamath County Deed Records; thence N 34° 07' 30" E at right angles to South Sixth Street and along the northwesterly line of Austin Street a distance of 183.08 feet to an iron pin on a point on a line that is parallel to and 180 feet distant at right angles from the east line of said Tract 32; thence N 0° 20' 45" E along said parallel line and along the westerly line of Austin Street a distance of 722.70 feet to an iron pin that is S 0° 20' 45" W a distance of 400.02 feet from the iron pin marking the southerly line of Shasta Way; thence N 89° 39' 15" W a distance of 629.67 feet to an iron pin on the southeasterly line of Avalon Street; thence S 30° 37' 00" W along the southeasterly line of Avalon Street a distance of 667.53 feet to an iron pin on the most northerly corner of a tract described as Parcel 3 in Deed Volume 256, Page 96, Klamath County Deed Records; thence S 59° 23' 00" E along the northeasterly line of said tract a distance of 149.94 feet to an iron pin; thence S 30° 37' 00" W along the southeasterly line of said tract a distance of 59.20 feet to an iron pin on the northeasterly line of Pershing Way; thence S 55° 52' 30" E along the northeasterly line of Pershing Way a distance of 485.15 feet to an iron pipe on the southerly projection of the line between Tracts 32 & 36, Enterprise Tracts; thence N 0° 14' 30" W along said projected line a distance of 98.97 feet to an iron pipe on the southwest corner of said Tract 32; thence S 89° 30' 45" E along the southerly line of said Tract 32 a distance of 362.50 feet to the point of beginning, containing 16.015 acres, more or less.

PARCEL II

A parcel of land situated in the NW 1/4 of Section 3, T 39 S, R 9 EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the northwest corner of said Section 3, said point being marked by a cased iron pin; thence S 0° 00' 30" E along the westerly line of said Section 3 a distance of 826.80 feet to its intersection with a line parallel with and 75.0 feet distant at right angles northeasterly from the centerline of the Klamath Falls - Lakeview Highway, also known as South Sixth Street, as the same is now located and constructed; thence S 55° 52' 30" E along said parallel line a distance of 1682.84 feet to an iron pin on the northwesterly line of Austin Street; thence N 34° 07' 30" E along said line a distance of 235.00 feet to an iron pin on the northeasterly line of Pershing Way, said point being the True Point of Beginning of this description; thence N 34° 07' 30" E along the northwesterly line of Austin Street a distance of 282.50 feet to an iron pipe on the southerly line of Tract 32, Enterprise Tracts, said point being N 89° 30' 45" W a distance of 281.8 feet from the southeast corner of said Tract 32 (this same reference is described as being West a distance of 281.7 feet by previous records), said point being on the northwesterly line of that tract deeded to Klamath County by Deed Volume 229, Page 300, Klamath County Deed Records; thence N 89° 30' 45" W along the southerly line of said Tract 32 a distance of 362.50 feet to an iron pipe on the southwest corner of said Tract 32; thence S 0° 14' 30" E along the southerly projection of the line between Tracts 32 & 36, Enterprise Tracts, a distance of 98.97 feet to an iron pipe on the northeasterly line of Pershing Way; thence S 55° 52' 30" E along said line a distance of 245.93 feet to the True Point of Beginning of this description, containing 1.20 acres, more or less.

2019

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RM JLL

EXHIBIT C

2020

to Lease dated June 23, 1965, between ERICKSON INVESTMENT COMPANY
and MONTGOMERY WARD & CO., INCORPORATED.

Liens and Encumbrances

1. Current general real estate taxes and special assessments which are a lien against the property included within the Shopping Center but not yet delinquent.
2. Rights of the public in any portion of said premises included within the limits of any public street, road or highway.
3. MEMORANDUM OF LEASE dated as of February 12, 1965, between Erickson Investment Company, a California corporation, and J. C. PENNEY COMPANY, INC., a Delaware corporation, recorded in the office of the recorder of deeds for Klamath County, Oregon, on Feb 12, 1965, as Document No. _____.
4. AGREEMENT dated July 30th, 1965, by and between OREGON SHOPPING CENTER, an Oregon corporation, and ERICKSON INVESTMENT CO., a California corporation, covering the restrictions in use, non-exclusive easements, and related matters included therein, recorded in the office of the recorder of deeds for Klamath County, Oregon, as Document No. _____.
5. First Deed of Trust securing promissory note. Amount of note and the beneficiary unknown at the time this lease is signed, but it is represented by landlord that the funds to be received in consideration of the note and deed of trust will be utilized in acquiring fee title to the land described in Exhibit "B" and in the construction of the shopping center improvements of which the subject leased premises are a part. Deed of Trust will provide for its subordination to this lease and item No. 3 above.

Landlord

By

Tenant

By

EXHIBIT D *EP*

2021

to Lease dated June 23, 1965, between ERICKSON INVESTMENT COMPANY
and MONTGOMERY WARD & CO., INCORPORATED.

Outline Specifications

2021

RETAIL STORE FACILITY

INDEX

OUTLINE SPECIFICATIONS OF ECONOMY STORE BUILDING AND FACILITIES FOR
KLAMATH FALLS, OREGON
MONTGOMERY WARD & COMPANY, INC.
2825 EAST FOURTEENTH ST.
OAKLAND, CALIFORNIA

EXHIBIT "D" *[Signature]*

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Regional Engineering Department
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[Signature]

RETAIL STORE FACILITY

A. GENERAL 2022

OUTLINE SPECIFICATIONS OF ECONOMY STORE BUILDING AND FACILITIES FOR MONTGOMERY WARD & CO., INCORPORATED, TO BE LOCATED AT KLAMATH FALLS, OREGON

1. THE INTENT of these outline specifications is to provide a general idea of the scope and quality of the store building and facilities required by Wards. The buildings of the approximate areas stated below shall be provided in accordance with these outline specifications, the attached standards, the pertinent plot plan sketch, and such reasonable requests and instructions as Wards issue during development of plans and progress of construction.

2. DEFINITION OF TERMS. These specifications are written for use when the buildings and facilities referred to are being built by an owner or developer for lease to Wards, or are being built by Wards under direct contract. The term "Developer" shall be interpreted as follows:

- When buildings and facilities are for Wards' lease, the term "Developer" shall mean "Owner or Developer".
- When buildings and facilities are being built for Wards by direct contract, the term "Developer" shall mean "Contractor".

3. AREA REQUIREMENTS FOR THE STORE BUILDING AND FACILITIES ARE AS FOLLOWS:

	Sq. Ft. Gross Area	Total
Main retail store building	62,068	
Seasonal & Outdoor Sales building approx.		
Auto Service Building approx.		
Mechanical equipment space not to exceed (See A-5)	1,500	
Total prime area.	63,568	
Fenced open outdoor sales area approx.	2,184	
Trash enclosure areas approx.		
Other areas.		
Total secondary area.		2,184
Total gross area for this facility approx.		65,752
Allow for a future floor area of approx.	None	

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RENTAL STORE FACILITY

4. **SPECIFIC MANUFACTURER & TRADE NAMES.** Specific manufacturers or trade names mentioned in the specifications are shown as a guide and may be substituted with material and equipment of like quality if approved by Wards.

5. **STANDARD DETAILS.** Reference is made in the specifications to standard details. Not all of the standards will apply to each project, but those standards which do shall be followed closely and any specific deviations shall be brought to Wards' attention in writing for review and approval before construction drawings are prepared.

6. **UTILITIES & SERVICES.** The building facilities listed under 3 above shall be provided with all services and equipment as hereinafter specified. Space required for mechanical equipment in excess of the area shown, to accommodate boilers, air conditioning equipment, etc., vaults, meter rooms, sprinkler valve rooms, etc., shall not be considered rental area. Wards shall be notified at the earliest opportunity of the nature, location and extent of the equipment and enclosure being planned as well as any excess area required. Every effort shall be made in locating these features to maintain minimum interference with Wards operational and layout use of the building. Wherever possible, all such equipment referred to above shall be located in a pent-house area and shall be located properly for any reasonable future expansion of Wards' facilities.

7. **CODE COMPLIANCE.** It is intended that work as called for in the specifications shall be governed by all applicable local and state codes, the National Electrical Code and other nationally accepted authorities. Such authorities shall be taken to include the American Institute of Steel Construction, American Concrete Institute, The American Society of Testing Materials, and any other authority or body having jurisdiction over construction work in the area. All building and site facilities for Wards shall meet the requirements of Factory Mutual Engineering Division, and as called for hereinafter.

8. **DESIGN DEVELOPMENT PROCEDURE.**

(a) **DRAWINGS AND INFORMATION TO BE PROVIDED BY WARDS.** Wards will provide the Developer with drawings and information concerning their requirements in accordance with the sequence of project development events outlined in Wards' Standard EB-128. Wards initial 1/8" fixture layout drawings marked as "preliminary" cannot be regarded as final until ultimately reviewed and approved by Wards' Management and hence all working drawings or instructions affecting interior finished or cut-offs cannot be released for final approval by Wards until after such review. Drawings released before that date may be used for approval of structural building elements only.

(b) **INFORMATION AND DRAWINGS TO BE PROVIDED BY THE DEVELOPER.** Property and topographical surveys prepared by licensed surveyors of the proposed site shall be supplied at the earliest available date. A thorough and detailed traffic study of the entire area shall be prepared by competent consultants and submitted for Wards' review. An original colored perspective of the building exterior, of at least 30" x 18" shall be supplied. Four complete sets of architectural, structural, mechanical, and electrical working drawings and specifications shall be provided for Wards' review and approval. Triplicate sets of preliminary building outline plans showing stairwell and elevator locations and permanent building partitions, and any other progress drawings prepared during development of the plans, and necessary for coordination of information shall be submitted for Wards' review.

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(c) REASONABLE PLAN ADJUSTMENTS. Reasonable adjustments in Wards' layout can be expected as the plan is developed and no charges for changes in the Architect's plans will be accepted by Wards when such changes are requested prior to Wards' approval of the Architect's plans.

9. EXTRA WORK. Wards will not accept any charges for extra work unless authorized in writing by Wards' Engineering Department. (See address under 16 below.)

10. CONSTRUCTION SCHEDULE. Included in Wards' Standards is an outline progress schedule A-119 set up as a guide to the information Wards will require on construction progress. This schedule shall be filled in and forwarded to Wards as soon as projected schedule and completion date is set up and before final approval of working drawings. Wards shall be kept informed of any major deviations from this schedule as work progresses, and shall be provided with semi-monthly reports showing progress of construction and any variances from this schedule.

11. PROGRESS PHOTOS. Two sets of construction progress photos (8 1/2 x 11") (at least three in number) covering interior and exterior features shall be furnished monthly to Wards up to completion of frame work and semi-monthly thereafter until two months prior to Store opening.

12. MATERIAL SAMPLES. Samples of all interior and exterior finish materials shall be furnished to Wards at a sufficiently early date to permit thorough review and approval and substitution where desired.

13. WARDS REPRESENTATIVE. A field office of at least 8' x 15' with heat and light or suitable space in the store building with adequate heat and light shall be provided for Wards' Field Engineer when he reports to the job site.

14. PROJECT SIGN. A project sign shall be installed, at least 8' x 16', on the site as soon as lease is executed. This sign shall prominently identify Montgomery Ward as a future tenant on the site along with other pertinent information. Contents of the sign to be approved by Wards before erection.

15. SHOP DRAWINGS. Shop drawings by contractors, sub-contractors and material suppliers shall be reviewed and approved by the Developer or his Architect for coordination with the project and to protect Wards' interest with regard to scope and design. Two copies of the approved set of shop drawings shall be submitted to Wards for their records.

16. RECORD DRAWINGS AND DOCUMENTS. Two complete sets of corrected "as built" drawings, one complete set of reproduces, two sets of specifications, and three complete sets of operating manuals, repair parts lists, service instructions, warranties and guarantees for all electrical and mechanical equipment are to be furnished Wards on completion of project. Operating instructions shall include a chart showing location and function of all sprinkler system valves. A complete listing including names, addresses and telephone numbers of all sub-contractors employed during completion of this project shall be furnished Wards.

17. COMMUNICATIONS. All correspondence, drawings, information, and inquiries shall be sent to the:

Regional Engineering Department
Attention: Mr. J. R. Justus
MONTGOMERY WARD & CO., INCORPORATED
2825 East Fourteenth Street
Oakland, California 94616

1. FOUNDATION WALLS, COLUMN PEDESTALS AND FOOTINGS shall be reinforced poured concrete or reinforced poured footings with concrete block dwarf walls, or cored piers with spandrel beams.

2. BUILDING FRAMING. Beams and columns shall be of steel, reinforced concrete, or prestressed concrete or laminated wood, as dictated by economy and building code requirements. Column bay size shall be 24' x 48' or as required by Wards' layout, except where unusual conditions prevail. Wards' attention shall be drawn to any such deviations in initial submission of preliminary plans.

3. EXTERIOR DESIGN. The exterior design of Wards' building shall be conservative, compatible with other buildings in the shopping center complex and in keeping with the architecture of the geographic location. Building elevations, including material samples shall be furnished Wards as early as possible in order that Wards' signing may be started immediately. Exterior building design and materials subject to approval by Wards.

4. THE FIRST FLOOR OR BASEMENT SLAB on grade shall be a minimum of 4" (5" in auto service area) reinforced concrete on sand fill or approved substitute, monolithically finished to receive floor tile or carpeting where called for and designed for the loads listed in #8 below. Certain concrete floors shall have hardeners as specified in #6 below.

5. FLOOR CONSTRUCTION ABOVE GRADE shall be of reinforced concrete flat slab, or concrete or steel joists, or bar joists with a concrete slab, not less than 2 1/2" thick as required by local code and dictated by economy of design. Steel joist construction shall be in accordance with the "Standard Specification and Load Tables" published by the Steel Joist Institute - except that:

- a. Joists shall be limited to a maximum deflection of 1/360 of the span, when carrying the design load.
- b. Floor deck shall be concrete minimum 2-1/2" thick on permanent metal forms welded to top of bar joists, or slab shall be anchored directly to joists.
- c. Bridging shall be continuous and securely fastened to exterior walls.
- d. Bottom chord of bar joists at column lines shall be extended and welded to steel columns.
- e. All construction shall meet local requirements.

Wood floor joist with plywood sub-floor may be used in areas not required to be waterproof and where floor covering will be installed. Maximum deflection restrictions will apply.

6. CONCRETE FLOORS not receiving floor covering shall have liquid (lapidolith or approved equal) hardener including stock area, receiving dock and service stair treads and landing. Auto-Service working area concrete floor shall have waterproof membrane when over basement stock areas with drains, caulked pipe sleeves and other adequate waterproofing precautions.

DESIGN LOADING. The construction is to be designed to carry the following live loads, with the clear ceiling heights as indicated or required by local codes. Provisions shall be made for a future floor when specified. Particular care shall be taken in the design of the floors and structure, especially with bar joist construction, to provide structural stability and minimum deflection under normal or adverse load conditions. (See #5 above).

RETAIL STORE FACILITY

B. STRUCTURAL

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ROOM	LIVE LOAD	CLEAR CEILING HEIGHT
Basement	100#	12'-0"
First Floor on grade	100#	12'-0"
First Floor Stock	100#	14'-0"
Seasonal and Outdoor Sales	100#	10'-0" to 12'-0"
Entrance Vestibules	100#	10'-0"
Second Floor	100#	12'-0"
Penthouse for Heating and Air Conditioning Equipment	As required for support of equipment.	As required for proper servicing of equipment.
Washrooms	100#	9'-0"
Roof	20#	Or as required by code.
Auto Service Area & Tire Stock	Check special loading	14'-0"
Battery room		

8. THE ROOF DECK shall be of panelized wood construction with glu-lam beams and steel columns. Reinforced concrete flat slab, steel or concrete joists or bar-joist construction with a concrete slab, steel deck, gypsum or "Tectum" may be used if desired or required by local ordinances. Suitable insulation shall be applied to provide a coefficient of Heat transmission not to exceed .20. The insulation board shall not contain an asphaltic binder. Insulation shall be secured to metal roof deck with metal clips, "Riv" nails or approved fire retardant adhesive.

9. ROOFING - 15-year type gravel surface or mineral cap sheet, asphalt or tar, as manufactured by Pioneer Flintkote, Certain-teed, Pabco, Johns-Manville, Ruberoid, Koppers, Barrett, Carey or approved equal.

10. EXTERIOR WALLS above grade shall be painted concrete block laid in pattern tilt-up or precast concrete, face brick or other masonry facing material approved by Wards. Second floor may be insulated metal panels.

11. ARCHITECTURALLY TREATED CANOPIES shall be provided at all entrances to building, including customer pick-up and truck dock and at all show windows. Structural design of canopies shall provide for cantilever or column support at leading edge type of construction and shall not utilize turnbuckle or other hanger devices from building walls for main entrances. (Turnbuckle, etc., may be used at truck dock). Canopy soffits generally shall be 10'-0" above finished floor line.

12. OUTDOOR SALES AREA. Each Retail Store has a fenced and roofed outdoor sales area attached to the Retail Store building. Approximately 66% of the area to be roofed with construction equivalent to canopies specified in section 11 above. The remainder to be covered with sun shade of open aluminum mesh, 1 1/2" Armorweave or equal approved by Wards. Fencing to be full height to roof structure. Concrete pavement drained to two floor drains. Exposed metal painted.

13. INTERIOR BUILDING PARTITIONS erected by the Developer as part of the building construction including but not limited to: Permanent walls, and partitions at stairwells, escalators, toilet rooms and elsewhere as shown on Wards' drawings or as required by Code shall be of concrete block, cinder block, or stud and gypsum board. At heavy traffic areas, such as the truck dock only concrete block or poured concrete walls may be used. For other interior partitions, see Section "D" Interior Finishes. Also see Wards' Standard Detail A-110.

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14. ELEVATORS, if designated, shall be built and installed by an established elevator manufacturer having service facilities within 100 miles of the new building. They shall be electric or hydraulic. If hydraulic elevators are specified, the motors shall be specifically selected for hydraulic service. Selection shall be based on 30 starts per hour for 2-floor travel and 40 starts for more than 2-floor travel at 30% running time. Include all safety devices as specified by the American Standard Safety Code for Elevators.

15. FREIGHT ELEVATOR shall be self-leveling, with lifting capacity of 4,500 lbs. and speed of 50' per minute. Controls shall be 2-stop collective control with audible door open and car arrival signals. The overall cab platform size is to be 10'-4" x 8'-7" with maple floor and wood sub-floor, sheet metal wainscot and minged top. The hoistway doors are to be 10'-0" wide and 8'-0" high and shall be flush vertical bi-parting type, motor operated. Platform gates, vertical lift, shall also be motor operated. Call buttons and a "door open" shaft bell are to be provided at each landing to automatically move elevator to landing.

16. STAIRS

(a) SERVICE STAIRS shall be formed concrete or steel pan-type with preformed abrasive stair nosings, non-slip cement filled treads and landings and pipe railings, with wire mesh panel inserts. See Wards' Standard Detail #ED-117. Service stairs to Mechanical Equipment rooms may be non-slip metal treads with closed risers.

RETAIL STORE FACILITY

2028
C. ROOM SCHEDULE

Rooms of the approximate number noted and of the finish indicated shall be installed as requested by Wards.

ROOM DESIGNATIONS	FLOORS	WALLS	COLUMNS	CEILINGS
SALES	Asphalt Tile	Tooled joint Concrete Block or Gypsum Board -Painted	Honed concrete, or exposed steel pipe columns, painted	Suspended Acoustical
VESTIBULE AT SALES	Non-slip concrete	Plate glass	-	Same as adjacent areas
RECEIVING ROOM & CUSTOMER PICK-UP	Cement finish w/ Liquid Hardener	Exposed masonry painted	Honed concrete or exposed steel columns, painted	Exposed construction, painted
TRUCK WELL	Concrete pavement, drained recessed	Exposed masonry	Exposed structural members with protection guards	Metal canopy 4'-0" extension
STOCK & OTHER AREAS	Smooth steel trowel finished concrete with liquid hardener	Masonry	Exposed, painted if metal	Exposed, painted metal
TRASH ENCLOSURE (Store)	Cement finish	Exposed masonry to ceiling above	Exposed, painted if metal	Exposed, painted metal or as required by code.
Note: Provide trash chute from upper floors as shown on EB #122.				
OFFICE AREAS	Asphalt Tile	Interior partitions Gypsum Board. Exterior walls tooled joint block painted.	Honed concrete or exposed steel pipe columns, painted	Suspended Acoustical
WASH & LOCKER ROOMS	Ceramic Tile	Exposed concrete block or Gypsum Board with liquid tile Wainsoott 7'-2" high	Honed concrete or exposed steel columns, painted	Suspended gypsum board, painted
FIRST AID	Asphalt Tile	Gypsum board, painted	-	Suspended gypsum board, painted or suspended acoustical

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C. ROOM SCHEDULE

RETAIL STORE FACILITY

<u>ROOM DESIGNATIONS</u>	<u>FLOORS</u>	<u>WALLS</u>	<u>COLUMNS</u>	<u>Ceilings</u>
SNACK BAR	Ceramic tile	Gypsum Board	Gypsum Board	Suspended Gypsum Board or as apwd. by Health Dept.
Snack Bar Service or Kitchen	Ceramic tile	Ceramic tile 7' high		Gypsum Board
BOILER, MECHANICAL, ELECTRICAL, AIR CONDITIONING EQUIPMENT ROOMS	Cement finish	Exposed Construction, paint metal		Exposed Const. paint metal.
OUTDOOR SALES	Concrete	10' high Wards' Chain-Link type fence		2/3 Exposed roof construction painted 1/3 aluminum "Armor-weave" sunshade
AUTO SERVICE AREA AND TIRE STOCK	Smooth steel trowel finished concrete with liquid hardener & sealed with "SonNoMar." Waterproof Membrane over basements	Masonry, painted	Exposed, painted	Exposed construction, painted
TRASH ROOM (Auto Service)	Concrete finish	Exposed masonry 8'-0" high		
LOCKER ROOM	Smooth trowel finished concrete with liquid hardener	Masonry, painted. Liquid tile Min. 6'-0" high on plumbing fixt. walls		Exposed construction painted

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1. FLOOR COVERING. Group "D" asphalt tile 9" x 9", 1/8" thick (without feature striping) except for carpeted areas which will be furnished and installed by Wards. Also colored rubber or vinyl coverbase, Armstrong CB-69% is to be installed at all exposed walls, including walls installed by Wards except in Stock and Service Area. Special adhesives for this purpose shall be used on ground slab. Tapered edge strips and abrasive strips (Detail A -122) are to be provided at all openings where the adjacent area is not tiled. Not less than 1% of the total colors shall be left for Wards's later use in repair and patching.

2. FINISH HARDWARE shall be approved by Wards and as described in Standard Detail A-109. All exposed surfaces shall be dull bronze; locks shall be masterkeyed as directed.

3. INTERIOR PAINTING of all exposed wood and metal, board, masonry and concrete - except masonry and concrete in stock areas - shall consist of a priming coat and one finish coat of flat interior paint, of enamel or varnish. Only Ward's paints are to be used for all interior painting. Requests for prices and orders for paint shall be sent direct to: Regional Engineering Office (see address Page 4).

When deemed necessary to keep project on schedule, Wards' Engineering Department reserves the right to ship basic primers and tints to the "Developer" in nominal quantities prior to receipt of complete paint orders. Developers will be notified in advance of the quantities being shipped so that adjustments may be made in the painting contractor's order.

4. CERAMIC TILE is to be as called for: Colors and size selected by Wards. See Detail #EB-119.

5. (A) SUSPENDED CEILING SYSTEM - shall consist of acoustical ceiling board on a metal grid system. See Wards Standard Detail EB-109. Main beams shall be supported at 4'-0" centers maximum or as required by Code. All hanger wires shall be galvanized annealed #12 gauge minimum or as required by Code. Hang wires vertically with no kinks or bends, and at right angles to the ceiling plane. Employ "trapeze" type hanger where ducts, structure, or equipment prevent hanging vertically. No "Swing" hangers will be permitted. The corners of the grid system supporting 4' x 4' or 2' x 4' recessed lighting fixtures shall be supported with wire hangers or the light shall be chain hung independent of the grid ceiling if required by Code. See Wards Standard Detail EB-107.

Exposed metal grid ceiling suspension system referred to above shall be textured dull matt white finish and hardware connections selected from one of the following:

	Finish	Hardware Connections
"Langkamp"	"TXO"	Series R
"Lock Product"	"S11 M.W."	Hook and Loop
"Chicago Metallic Sash Co."	W.	Snap Grid
"Cupples"	"M.W. Finish"	Tab-lock
"Penn Products"	"M.W. Finish"	"H" end detail
"Western"	#54	Tab-lock

Samples of the metal grid system indicating weight of members, finish, hardware connections, etc. shall be submitted to Wards for final approval.

DETAIL STORE FACILITY

D. INTERIOR FINISHES AND ACCESSORIES 0031

5. (B) ACOUSTICAL CEILING BOARD - shall be 2'-0" x 4'-0" in size, non-perforated and selected from one of the following:

	Class "A"
"Armstrong"	Non-Perforated Georgian Minaboard
"Gold Bond"	Textured Solitude
"Johns-Manville"	Non Perforated Textured Spintone
"Owens-Corning"	Ward Board

A replacement supply equal to 2% of the total quantity of ceiling board used is to be left on the job for Ward's future use. Samples of the ceiling board indicating finish and thickness shall be submitted to Wards for final approval.

6. INTERIOR DOORS shall be hollow core flush birch or flush hollow metal with automatic closers, as required by Code. For further information, see Wards' Door and Hardware Schedule Standard Detail A-109.

7. OVERHEAD WOOD DOORS to Auto Service and Warehouse area shall be high lift 10'-0" x 9'-0". All glass except lower panels. See Wards Standard Detail A-109.

8. AUTO HOISTS will be furnished and installed by Wards, including connection at hoist and connecting controls. Developer shall do all excavation, concrete work including footings and casings and underground piping between hoist controls and hoist.

9. UNLOADING FACILITIES shall be provided where shown and in accordance with Wards' Standard Detail #EB-110 and A-109.

10. (A) WASH ROOMS shall be equipped as shown on Wards' Standard Detail #EB-119. Toilet stall partitions are to be installed at all water closets in toilet rooms and are to be metal, floor mounted type, all in baked enamel, standard color as indicated below. Furnish coat hooks and roll type paper holders in each stall.

(B) WASH ROOM COLOR SELECTIONS

(1) STANDARD MAIN STORE WASH ROOMS:

WOMEN CUSTOMERS' WASH ROOM AND WOMEN EMPLOYEES' WASH ROOM:

Metal Compartments:
Color: Pearl Gray - Similar Fiat
Metal Manuf. Co. #0605
Ceramic Floor Tile: Floor Pattern #2128; 1" x 1" tile
Random Medley
25% Cerulean
25% Beryl
25% Dawn Gray
25% Dove Gray

Colors: Similar American Alean; Ceramic Tile Co.
Walls: Uni-Tile or approved equal - Gray and White Splatter

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RETAIL STORE FACILITY

D. INTERIOR FINISHES AND ACCESSORIES

10. WASH ROOMS: (Cont'd)

(B) WASH ROOM COLOR SELECTIONS

(1) STANDARD MAIN STORE WASH ROOMS:

MEN'S CUSTOMER AND EMPLOYEES' WASH ROOM

Metal Compartments:
Color:

Tan Mist - Similar Fiat
Metal Manuf. Co. #1148

Ceramic Floor Tile:

Floor Pattern #2128; 1" x 1" Tile
Random Modley
25% Reef Brown
25% Driftwood
25% Beach Tan
25% Sepai

Colors:

Similar American Olean
Ceramic Tile Co.

Walls: Uni-Tile or approved equal - Tan, Brown and White Splatter

RETAIL STORE FACILITY

E. STORE FRONT CONSTRUCTION

1. SHOW WINDOWS shall be detailed of formed or extruded aluminum sections as mfg'd. by Kawneer, Arcadia, Haber or Pitco. Store front sash, jamba, sills, corner and division bars, etc., shall be utilized in accordance with manufacturer's recommendations.
2. EXTERIOR AND INTERIOR VESTIBULE DOORS shall be Kawneer, Arcadia, Haber or Pitco narrow stile doors or equal, approved by Wards together with frames, sidelights and hardware. Hardware shall include push bars and special pull handles with Wards' monogram, single push bar on inside, thresholds, single action floor hinges and overhead manually operated hold-open device on one pair of each set of doors. Exterior doors only are to have cylinder locks. One cylinder only shall be for use from exterior of building. Others to be for access from interior of building. All are to be keyed alike; one leaf in each pair shall have cylinder and other dead bolt on edge of stile. Doors and windows are to be glazed with 1/4" plate glass. Provide finger guard at butt edge of all entrance doors. See Standard Details A-127. Vestibules shall be provided for specified northern climates only. All doors to open 105 degrees.

F. EXTERIOR FINISHES & DETAILS

1. SIDEWALKS. Provide a 6' wide mesh reinforced concrete sidewalk where required. Sidewalks generally shall be continuous between entrances and shall have an approved non-slip finish.
2. PARKING AREA is required at least equal in area to three times the total gross floor area of the entire shopping center. The parking layout shall be in accordance with the minimum standard shown on Wards' Standard Detail #EB-114. The parking lot paving shall consist of stabilized stone base, not less than 4" thick, (6" thick in Truck drives) with 2" thick bituminous concrete, (pitched to catch basins adequate to quickly drain lot) or to equal the state's specifications for paved secondary roads. The lot shall be marked with single parking stall white painted lines. Parking lot lighting shall be provided as specified hereinafter. Stop signs, caution signs, center lines, and parking area identification signs etc., to meet city, state or county requirements are to be provided.
3. OPEN OUTDOOR SALES ENCLOSURE. 10'-0" high fence enclosure shall be provided at the open outdoor or "Garden sales" area, as approved by Wards. Approximately two-thirds of area to be roofed.
4. PAINTING. Exterior exposed wood, paintable masonry, galvanized and ferrous metal shall be painted two coats of exterior paint in addition to shop or prime coats.
5. LANDSCAPING. Landscaping at building and pylon sign base shall be provided, installed and maintained by the owner. Landscaping shall be compatible with area of development.
6. TRUCK DOCK AND RAMP. Provide trucking facilities as shown on Wards' Standard Detail #EB-110. The truck ramp and well shall be provided with drainage adequate to insure safe and uninterrupted use of Wards' unloading facilities.
7. AUTO SERVICE TRASH ENCLOSURE. Trash enclosure walls shall be min. 8' -0" high masonry with min. 8' -0" wide metal access gates.
8. UNDERGROUND PIPING complete with connection and fittings as may be required shall be furnished and installed by the developer for the installation of two gasoline tanks, 4 oil tanks, a 500 gallon waste oil tank, tire changers and wheel alignment racks. Gasoline, oil and waste oil tanks will be furnished by Wards F.O.B. job site. Unloading and placement of tanks by the developer.

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9. THE DEVELOPER will provide for necessary underground or concealed piping for air, water, oil and gasoline services as applicable and in accordance with specifications to be furnished by Wards. These items which will be furnished by Wards will include, but may not be limited to air and water dispensers, gasoline pumps, gasoline dispensers, tire changes, wheel alignment racks or other air operated equipment per job specifications.

10. CONCRETE GASOLINE PUMP ISLANDS complete with all underground pipings, connections and conduit as may be required shall be provided by the developer.

11. CONCRETE APRONS, over head doors and pump islands and concrete pads at gasoline tank fill boxes shall be provided by the builder.

12. AUTO SERVICE OPENING. Where desirable Wards shall be extended cooperation by the developer for the completion and opening of the Auto Service and Facility at the earliest available date as may be determined, and in advance of the general retail store opening. Auto Service Opening Date to be set in sufficient time for developer to schedule with other work.

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1. THE ENTIRE BUILDING shall be air conditioned except the following:

- a. Stock spaces and truck dock (Marking room not included)
- b. Toilet rooms and janitors' closets
- c. Mechanical and electrical equipment rooms
- d. Stair towers
- e. Auto Service stock and service areas

2. Air shall be supplied to the air conditioned areas through ducts with necessary diffusers, fire dampers, louvers, etc., using ceiling diffusers.

3. Outside design conditions for calculating heating loads shall not be higher than those shown on the latest edition of Application Engineering Standard for Air Conditioning published by the Air Conditioning and Refrigeration Institute, or the latest edition of the Heating, Ventilating, Air Conditioning and Refrigeration Guide for the cities listed and for localities that are the same climatically. Outside design conditions for calculating cooling loads shall not be lower than those shown in the above reference.

Inside temperatures shall be maintained at 70°F. during the heating season and 80°F. and 50% maximum relative humidity during the cooling season. Occupancy and internal loads shall be based upon 100 sq. ft. per person in all sales spaces and 3 watts per sq. ft. for lighting load. Minimum outside air supply shall be based on 10 CFM per person. The system may be designed for maximum recirculation.

4. Unitary air conditioning and heating units shall be Westinghouse, Chrysler, Carrier, York, Trane, Worthington, Lennox or equal approved by Wards. Heating shall be by gas fired duct heaters in air conditioned spaces and by gas fired unit heaters in non air conditioned areas. Alternate fuel systems shall be provided subject to Wards' approval where natural gas supplies are restricted or where natural gas rates are high.

5. Duct work shall be of gauges, and bracing equal to that specified in the latest Heating, Ventilating, Air Conditioning and Refrigeration Guide.

6. CEILING DIFFUSERS shall be round type with adjustable dampers. Diffusers shall be of good quality and subject to Wards' review and approval.

7. SUPPLY DUCTS shall be adequately insulated in non-conditioned areas with a non-combustible insulation having a vapor barrier. Thickness and application shall be in accordance with the insulation manufacturer's recommendations for the service conditions.

8. POWER EXHAUST VENTILATION shall be provided in the following areas, not less than the quantities as noted or in accordance with local codes if more severe.

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RETAIL STORE FACILITY

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G. MECHANICAL (Cont'd.) (a) VENTILATING AND AIR CONDITIONING (Cont'd.)

- | | |
|---|-------------------|
| a. Toilet rooms and janitors' closets | 2 CFM per sq. ft. |
| b. Snack bar including work room | 2 CFM per sq. ft. |
| c. Coffee house kitchen | 4 CFM per sq. ft. |
| d. Alteration rooms and tailor shops | 4 CFM per sq. ft. |
| e. Furniture preparation room | 2 CFM per sq. ft. |
| f. Repair service shops | 2 CFM per sq. ft. |
| g. Battery storage rooms | 2 CFM per sq. ft. |
| h. Roof openings for exhaust to be installed by Wards shall be provided by the developer. | |
| i. Above light fixture canopy | 2 CFM per sq. ft. |

9. SUPPLEMENTAL HEATING IN VESTIBULES shall be thermostatically controlled.

10. IN SALES AREAS, the primary source of heat shall be internal heat gain from lighting, but the system must be adequate to prevent freezing of plumbing, etc., when lighting is not on at night and weekends and to warm store adequately before morning openings.

11. FIRESTATS shall shut down each air conditioning unit and exhaust fans in case of fire. Fans shall not be operated for temporary heating, drying or testing unless filters are in place. Provide and install a new set of clean filters at completion of the work.

12. DUCT AND PIPE RISERS through floors shall be installed at permanent building walls (washrooms, stair towers, elevator shafts, etc.).

13. WATER TREATING EQUIPMENT shall be provided for all boiler and air conditioning systems including the cooling tower system.

14. THREE COMPLETE SETS Operating Instructions, Repair Parts Lists & Service Manuals for all mechanical equipment shall be delivered to Montgomery Ward prior to final acceptance of mechanical system.

(b) PLUMBING

1. PROVIDE WATER AND GAS, SANITARY AND STORM SEWERS to the buildings of adequate size to accommodate A) air conditioning, B) heating and C) drainage requirements, D) sanitary fixtures, and E) other utility requirements. All metered utilities shall be on a single meter.

2. CONNECT SANITARY AND STORM SEWERS to project or public sewer system. Sanitary sewers under building shall be extra heavy cast iron. Horizontal runs of roof drain lines shall have anti-sweat insulation.

3. PLUMBING FIXTURES for main building and auto service building shall be of the number and type required by code but not less than the following list:

3(a) All valves (plumbing and air conditioning) are to be identified with metal tags and an index of valves mounted in glass enclosed on wall of mechanical equipment room.

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RETAIL STORE FACILITY

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G. MECHANICAL (Cont'd.)
(b) PLUMBING (Cont'd.)

11	WATER CLOSETS -- Elongated vitreous china, floor mounted large trapway complete with flush valve.
4	URINALS -- Vitreous china, floor mounted, with side shields, with flush valve.
13	LAVATORIES -- Vitreous china, wall hung with self-closing faucets.
1	FLOOR TYPE SERVICE SINKS -- C. I. enameled roll rim service sink with standard trap, rim guards, and pail hanger.
2	DRINKING FOUNTAINS -- Electric water coolers.

Plumbing fixtures shall be similar to the following Briggs patterns:

Water closets	-- Carlton
Urinals	-- Lawton
Lavatory	-- Milton
Service Sink	-- Janitor

Wards' Signature, American Sanitary, Crane or Briggs Top Commercial quality are to be used. Drinking fountains shall be Westinghouse water cooler #WL-11-D or approved equal.

4. PROVIDE COLD WATER DISTRIBUTION PIPING to fixtures as listed:

Hot Water: Electric storage hot water heater adjacent to washrooms without recirculating system to serve lavatories with an adequate supply of 120° hot water, and an electric storage hot water heater adjacent to the snack bar to serve all snack bar fixtures with an adequate supply of 140° hot water. Heater shall carry a minimum of five year warranty.

Provide valves and stops at fixtures and in hot and cold water piping so that repairs can be made with a minimum of fixtures removed from service. Hot and cold water piping shall be insulated with glass fiber insulation suitable for the temperature involved.

ROOM	FIXTURE	PIPING
Repair Shops	Single Laundry Sink	Hot/Cold Water, waste, vent, gas
Janitors' Closet	Service Sink	Hot/Cold water, waste, vent
Employee Lunch Room	Service Sink	Hot/Cold water, waste, vent
Candy Sales	Lavatory	Hot & Cold water, waste and vent
First Air Room	Lavatory	Hot/Cold water, waste, vent
Alteration Rooms	Lavatory	Hot and Cold water gas, vent
Washer-Dryer Display		Gas and vent Hot & Cold water, waste
Range Display		Gas and vent
Snack Bar	Lavatory or as required by code	1-1/2" drain; 1/2" hot water 1/2" cold

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G. MECHANICAL (Cont'd.)
(b) PLUMBING (Cont'd.)

ROOM	FIXTURE	PIPING
Sandwich Unit	(If no snack bar)	Floor drain recessed 2"
Fountain Unit	(If no snack bar)	1/2" cold water; floor drain
Outdoor Sales	2 Hose Bib	Cold water and 4 drains
Interior of Building	2 Elec. Water Coolers	Cold water, waste, vent
Exterior of Building	4 Hose Bibs	Cold Water
Auto Service Building		
Interior	4 Hose Bibs	Cold Water
	Tire Wash	Cold Water, drain
	1 Elec. Water Cooler	Cold Water, waste, vent
Exterior	2 Hose Bib	Cold Water

5. GAS SERVICE shall be provided of adequate size for heating and distribution to gas water heaters, heating equipment, snack bar and appliance demonstration area, all where indicated.

6. FLOOR DRAINS shall be provided in all rooms where lavatories, sinks or water closets are installed, snack bar and kitchen, and a floor drain shall be installed adjacent to the air compressor in Auto Service building. Area or trench drains shall also be provided in the open outdoor sales and truck dock. Area drains shall be provided in the Auto Service facility. See EB-1124

7. A WATER SOFTENER shall be provided for the domestic hot water system if the water hardness is more than 100 parts per million, (6 grains per gallon).

(c) SPRINKLERS

1. PROVIDE AN AUTOMATIC SPRINKLER SYSTEM for the entire building complex. System shall be subject to the acceptance and approval of the Factory Mutual Engineering Division to secure the best possible insurance rates on the building contents. A dry pipe or anti-freeze system shall be used where exposed to freezing temperature. Pendant chrome heads and plain, non-adjustable, flat white metal or plastic escutcheons shall be used throughout all finished ceiling areas. Heads within the 2' x 4' grid ceiling shall be centered in the 2' direction and a minimum of 6" from the T-bar in the 4' direction.

The sprinkler head layout shall be carefully checked against the electrical light fixture layout to insure that no conflict occurs. Water supply to the sprinkler system shall be capable of maintaining a minimum pressure of 25 pounds per square inch gauge at the top of the sprinkler riser at a total flow of 1500 gallons per minute. If adequate pressure is not available, pumps and/or storage tank must be furnished.

2. FURNISH & INSTALL a conduit system connecting each sprinkler control valve, fire pump, water tank, dry pipe system or other sprinkler control devices to the telephone switchboard room suitable for the installation of an American District telegraph or similar alarm and supervisory systems to be installed by Wards.

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1. SCOPE

Furnish and install a complete electrical system serving all electrical utilization devices, of whatever nature, used in the operation of the retail store. The completed installation shall include the furnishing and installation of all wiring and utilization devices, except that specifically indicated to be furnished by Wards, completely connected and ready for operation. All electrical work shall comply with the applicable codes, ordinances, rules and regulations, including the latest edition of the National Electrical Code. No expense, other than specifically set forth herein, shall accrue to Wards in connection with this electrical system, its installation and connection.

Wards' specific requirements include, but are not necessarily limited to the following:

Owner is to install all lamps (lamps are to be furnished by Wards for all outlets connected to Wards' meter).

2. LIGHTING - Lighting Fixtures Subject to Wards' Approval

- a. SALES AREAS: Approximately 50 f.c. (maintained) standard, rapid start fluorescent.

Fixtures shall be standard commercial metal louvered units without side panels run in continuous rows, surface mounted on finished ceilings and pendant mounted in unfinished areas to suit conditions and as per Wards' layout.

Fixtures shall be as manufactured by Westinghouse type "LC" or similar and comparable fixture by Sylvania, Daybrite, Garco, Good and Sunbeam and Wakefield.

- b. OFFICE AREAS: Approximately 50 to 60 f.c. (maintained) using same or similar equipment as for sales areas except with illuminated metal side panels.

- c. STOCK AREAS: Approximately 10 to 15 f.c. (maintained) using surface mounted continuous row, bare lamp, rapid start strip run perpendicular to stock aisles in main stock rooms, and individual fixtures in aisles, as required. Fixtures shall be as manufactured by Sylvania, Daybrite, Good, Sunbeam and Westinghouse.

- d. SERVICE AREAS (Such as marking area, repair shop, auto service, etc.): 25 to 40 f.c. per Wards' layout. Fixtures same as for stock areas.

- e. TOILETS, REST ROOMS: Approximately 15 f.c. fluorescent. Fixture to be surface mounted commercial, same as for sales areas and per Wards' layout.

- f. TRUCK DOCKS: 10 f.c. industrial type.

- g. OPEN OUTDOOR SALES: Approximately 15 f.c. fluorescent outdoor type with low temperature ballast located under the solid roofed area and on building wall.

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WIRING (Cont'd)

4. DISPLAY LIGHTING: Provide junction outlets and branch wiring as required to serve wards wall case, cornice, shadow box, dressing rooms and other special display lighting. Wiring capacity of approximately 20 watts per linear foot of perimeter wall length will be required for these purposes. Wards will furnish and install and connect all lighting which is built into its display fixtures.

3. ACCENT LIGHTING

Provide surface mounted, incandescent spot and flood lighting, not to exceed one unit per 24' x 24' bay of sales space. Fixtures to be adjustable type for use with 150 watt PAR lamps, Swivelier #H 57, or equal approved by Wards. Accent lights will be connected by extension from master outlets at columns in accessible ceiling space, each serving four bays and connected two master outlets per circuit. Location and grouping of lights will be per Wards final display requirements.

4. SHOW WINDOW LIGHTING

Provide surface mounted, incandescent, adjustable lights spaced 6 foot, center to center, at visual windows. Fixtures to be Swivelier #6701 or equal approved by Wards for use with 200 watt PAK lamps. Lights shall be circuited independent of other loads from regular lighting panels and control will be manual at the panels. Extend fluorescent general lighting into the window area. Provide one convenience outlet at each window for portable display lighting.

5. NIGHT LIGHTING AND EXIT LIGHTING

Separate lighting panel as a combination exit and night light panel. Service to panel shall be obtained from the line side of main service disconnect. Night lights to be controlled from a key switch at employees' entrance. Exit lighting will operate continuously. Connect to the panel a light in each stairwell, exit lighting and a minimum amount of general lighting as required for safe access throughout store.

6. AUXILIARY EMERGENCY LIGHTING

Provide dry battery type auxiliary emergency lighting units in stairwells and all store spaces as required for safety in the event of total power failure. Connect units on a continuous duty exit light circuit.

7. EXTERIOR LIGHTING

Suitable lighting for parking areas, integrated with the shopping center plans to provide 1 f.c. maintained average illumination. Driveways and traffic areas in conjunction with auto service facilities shall be lighted to approximately 10 f.c.

8. OUTDOOR ILLUMINATED SIGNS

Electric service and approximately 18 circuits extended to junction outlets for outdoor signs. Provide automatic time control for all sign circuits.

9. PROVISIONS FOR WARDS' DISPLAY LIGHTING

Junction outlets with branch wiring capacities as required to connect Wards' wall case, cornice, shadow box, and other special display lighting and equipment up to

Tenant will furnish and connect all lighting which is built into its display fixtures.

10. SERVICES FOR APPLIANCES AND LAMPS

- (a) SNACK BAR: a separate panel of approximately 100 KVA capacity, with a split bus having time control of heating elements, for the various quantities and types of food service equipment. Provide 4 wire, three phase, 120/208 volts service and include all branch circuit wiring and outlets as required by Wards layout.
- (b) LIGHT FIXTURE CANOPY: separate 24 circuit panel with 12 circuits extended to light fixture display canopy area and 6 circuits extended to bracket lamp and chime displays.
- (c) ALTERATION ROOM AND TAILOR SHOP: Circuits and outlets for 12 KW boiler, sewing machines and irons.
- (d) FLOOR OUTLETS: Provide flush, watertight, floor outlet boxes, in quantity equivalent to approximately one per 24' x 24' bay of sales and office area and located per Wards final display requirements. Approximately 50% of outlets shall be equipped with flush, duplex convenience outlets and such other devices as required by Wards layout. Provide circuits as required to serve the loads and in no case more than 6 outlets per circuit.
- (e) INTERIOR COLUMNS: One surface mounted duplex receptacle outlet at each column in sales space; connect maximum of 6 outlets per circuit.
- (f) APPLIANCE DEMONSTRATION: Provide separate panel of adequate capacity and type (approximately 36 circuit, equivalent single pole positions) for demonstration of 2 washing machines, 2 driers, one range, one air conditioner, one electric water heater, sewing machines, vacuum cleaners, ironers, refrigerators, freezers, television, hi-fi, etc., and lighting of additional appliances per Wards' layout. Service shall also be provided to repair service department, as required for testing of 120 V and 240 V appliances.
- (g) Provide plug-in strip (wiremold #2200) with simplex grounding outlets on 30" centers, totaling approximately 200 lin. ft. in appliance and furniture areas.
- (h) MISCELLANEOUS CONVENIENCE OUTLETS: Provide circuits and outlets for shoe repair, watch repair, optical shop, repair service department, offices, popcorn machine, and such other loads and apparatus as may be required.

11. MISCELLANEOUS OUTLETS

Provide clock, timeclock, drinking fountain; directional, departmental and miscellaneous sign outlets, as required up to approximately 10 outlets, circuited independently of the lighting system, and with constant duty circuits for clocks and drinking fountains.

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12. PROVISIONS FOR WARDS' COMMUNICATIONS AND SIGNAL SYSTEM

Tenant will install the telephone, public address, ADT and television antenna systems. The following provisions shall be made by the Developer for this work:

- (a) Telephone: Provide conduit sleeve thru building wall for underground service entrance cable and other conduit sleeves as necessary to facilitate running of telephone wiring thru structural elements. Telephone wiring will be by telephone utility and run open wherever possible.
- (b) Public Address: Provide a constant duty convenience outlet for connection of power amplifier. Installation of system will be by Wards.
- (c) Television Antenna: Provide a 1" conduit raceway system with junction boxes and outlets as required to accommodate Wards master antenna system serving demonstration areas in sales space and repair and testing areas in the service department. Riser conduit shall be extended through the roof and terminated in a weatherhead. Provide one 120 volt circuit terminated in a weatherproof junction box on roof at location of the antenna amplifiers. See Wards Standard Detail #ES 125.
- (d) Burglary Protection: Provide conduit sleeves to heads of doors in finished areas and to control panel at employee entrance for a low voltage detection system such as ADT to be provided by Wards.
- (e) Fire Protection Alarm System: For requirement see the "Sprinklers" section of this specification.

13. POWER WIRING

Provide and install power wiring for all electrically operated equipment such as air conditioning, heating apparatus, water coolers, pumps, etc., including all control wiring as directed by specific trade and manufacturer of equipment for all motors and equipment.

14. ELECTRIC SYSTEM IN GENERAL

- a. SERVICE: The electrical system shall be in accordance with the requirement of Section 18B of the Lease except that transformers and apparatus required to comply with a primary voltage rate will be by Wards.
- b. Secondary distribution shall be 120/208 volt, 3 phase, 4 wire of 277/480 volt whichever is the least cost. Main switch shall be a fused, bolted pressure switch by Barkelew or equal approved by Wards and sub-distribution boards shall be switch and fuse type as manufactured by General Electric, Federal Pacific, ITE, Sq. D. Co., or Westinghouse.
- c. Lighting panels shall be plug-in circuit breaker type, 20 amperes rating or as otherwise indicated, General Electric, Federal Pacific, ITE, Sq. D. Co., or Westinghouse. Panels shall be located at the perimeter of the sales areas and on permanent building structure wherever practical. A minimum of 10% spares shall be provided in all panelboards.

- d. Power panels shall be switch and fuse type General Electric, Federal Pacific, IES, Sq. D. Co., or Westinghouse. Power wiring to all air conditioning and other building service components shall be contained in a NEMA type "A" motor control center equipped with switch and fuse disconnects.
 - e. Circuits in general shall be controlled at the branch panelboards and local switch control requirements will be held to minimum. All wiring shall be run in concealed conduit and outlets shall be flush mounted. All convenience receptacles shall be grounding type. Where local codes permit, armored bushed cable may be used where wiring can be concealed.
 - f. Basic wiring systems shall provide for a minimum of 7-1/2 volt amperes per square foot of gross area and be designed with approximately 10% spare capacity.
15. AUTO SERVICE REQUIREMENTS: Scope of work and quality of equipment and materials shall be similar to requirements for comparable areas as covered in the retail store specifications. Provide panelboards, wiring, outlets, etc., as required to serve Wards' Auto Service equipment such as battery chargers, tire changers, lathe, miscellaneous tools, air compressors, pumps and controls, etc.
16. DRAWINGS: Electrical drawings submitted for Wards' approval shall cover the scope of work contained herein and shall include plans and details for shopping center parking area lighting and electric power distribution facilities.
17. TEMPORARY POWER: Provide temporary lighting and power wiring, outlets, lights, etc., as required, for Wards' use during the construction period and prior to energizing permanent system on Wards' meter.
18. OPERATING INSTRUCTIONS: Three complete sets of Operating Instructions, Repair Parts and Service Manuals for all electrical operating equipment shall be delivered to Montgomery Ward before final acceptance of system.
19. WARDS' WORK:
- a. Connection of all lighting which is built into its display fixtures including connection of all Wards' equipment.
 - b. Telephone system, except under floor raceways, terminal cabinets and outlets.
 - c. ADT and public address systems
 - d. Television antenna system except raceways and junction boxes.
 - e. Supply lamps which will be installed by Developer.

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1. ON PARTIAL COMPLETION of the premises, Wards shall be given possession of the building for the purpose of storing and installing store fixtures and equipment. Every reasonable effort shall be made to provide full and complete coordination with Wards fixturing schedule. All areas as they are occupied by Wards shall be handed over in a neat and clean condition.
2. DURING such periods as Wards fixture work shall progress, adequate heating, lighting, and power shall be provided by the developer as specified under each appropriate section.
3. SUBSTANTIAL COMPLETION shall be deemed as dating from that day on which all facilities are available in full working order and all trades have completed their work. The date of substantial completion shall be sufficiently in advance of Wards' opening date to provide adequate time for Wards' fixturing and merchandising.
4. GUARDIAN SERVICE. A full time watchman service shall be provided by the developer until such time as the sprinkler system becomes operative, and permanent guards are installed.

STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Montgomery Ward
 this 11 day of March A.D. 1966 at 9:30 clock PM, and
 duly recorded in Vol. 11-66 of Deeds on Page 1994
 DOROTHY ROGERS, County Clerk

Fee 76.50 collected By James H. Kerner

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