

LEASE AGREEMENT

This LEASE AGREEMENT is made as of the 28th day of July, 2022, by and between LANCASTERHISTORY.ORG (hereinafter referred to as "LHO") and THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY (hereinafter referred to as "LCCCA").

Background: By deed recorded March 29, 2007 at Document No. 5605923 in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania, LCCCA is the owner of improved real estate including a unit known as Unit Number 1 ("Unit") in The Penn Square Hotel and Convention Center Condominium ("Condominium"), which Unit includes certain historic properties and other areas to be leased as follows:

A. **The Stevens House.** The original and historically significant residence and law office of Thaddeus Stevens are in part located in the forward portion of 45-47 South Queen Street (the "Stevens House");

B. **The Kleiss Saloon.** The structure located at 49 South Queen Street was a brewery and tavern owned by Thaddeus Stevens and operated by the Kleiss Family (the "Kleiss Saloon");

C. **Underground Historic Area.** This area is located below the convention entry level as depicted on the Condominium Plans of The Penn Square Hotel and Convention Center Condominium and is an area in which LHO intends to design and create a museum and consists, in part, of a historically significant underground cistern (the "Underground Historic Area"); and

D. **Other Areas.** The areas immediately outside the Stevens House, the Kleiss Saloon and associated with the Underground Historic Area.

The Leased Premises is more fully depicted on Exhibit "A" attached hereto and made a part hereof and initialed by the parties. Collectively, all of the foregoing is referred to as the "Leased Premises." All of the Leased Premises is located in the City and County of Lancaster, Pennsylvania.

LHO intends to develop the basement level of the Kleiss Saloon, the Underground Historic Area and the first floor level of the Stevens House in a manner that commemorates and interprets the lives and accomplishments of Thaddeus Stevens, Lydia Hamilton Smith and other local historical figures and for other related historical themes (the "Museum Area"). The remaining portion of the Leased Premises is intended to be renovated by LHO and utilized by LHO, or its permitted subtenants, for uses compatible with and not detrimental to the convention center facility or the historic exhibition to be created by LHO (the "Remaining Area"). LCCCA shall not incur development or operating costs with respect to the interior of the Leased Premises. Use and improvement of the

Museum Area and Remaining Area (the "Tenant Improvements") shall be subject to the written approval of LCCCA which shall not be unreasonably withheld, delayed or conditioned but which will be subject to limitations to the extent that the Tenant Improvements interfere with any structural elements of the historic property which remain the responsibility of LCCCA or are compatible with and not detrimental to the operation of LCCCA's convention center. LHO shall not make any structural changes or exterior alterations or changes without the prior written consent of LCCCA which consent will also not be unreasonably withheld, conditioned or delayed but may be based upon limitations as a result of the Amended and Restated Grant of Substituted Easement and Declaration of Restrictive Covenants between LCCCA, as grantor, and the Historic Preservation Trust of Lancaster County, as grantee, which is recorded at Document No. 5604624 in the Office of the Recorder of Deeds for Lancaster, Pennsylvania ("Preservation Easement").

LHO desires to lease the Leased Premises from LCCCA, all under the terms and conditions of this Lease Agreement.

NOW, THEREFORE, in consideration of the background and intending to be legally bound hereby, the parties hereto agree as follows:

1. Leased Premises. Upon the Commencement Date defined below, LCCCA leases to LHO and LHO leases from LCCCA the Leased Premises, all as described in the background provision of this Agreement. The Lease is subject to the terms, covenants and conditions contained in this Lease to be performed by each party.

2. LCCCA's Reservation of Rights and Obligations.

A. The Leased Premises is subject to the Preservation Easement.

B. Provided LHO's use of and access to the Leased Premises are not interfered with in an unreasonable manner, LCCCA (subject to the Preservation Easement) reserves for itself the right, from time to time at its sole cost and expense, to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above ceiling surfaces and below floor surfaces and within the walls of the buildings on the Leased Premises in connection with its operation of a convention center on remaining land of LCCCA which adjoins the Leased Premises.

C. LCCCA shall, from time to time, grant to LHO access over LCCCA's convention center facility as may be necessary for LHO to use, maintain, repair, replace and install pipes, ducts, wires and appurtenant meters and equipment needed for the operation of the Leased Premises. Such access shall be subject to LCCCA's reasonable approval, which shall not be unreasonably withheld, conditioned or delayed.

3. Utilities and Shared Facilities.

A. Attached hereto and made a part hereof as Exhibit "B" is a schedule of

utilities and shared facilities relating to the Leased Premises. These utilities and shared facilities are provided to LHO by LCCCA for the additional rent specified in Section 5-B(iv). Certain utilities and other facilities have been newly constructed by LCCCA within the Leased Premises in areas outside of the existing brick structures or in the Underground Historic Area or other areas identified in the Background hereof. LHO agrees to grant LCCCA access to these areas for the purpose of maintenance and repair of the facilities which have been constructed. LCCCA agrees, except for emergencies, that it will first secure the consent of LHO to enter into the Leased Premises for the purpose of making of such repairs, replacements or inspections. LCCCA shall be solely responsible for the cost of these items for repair, maintenance and replacement and shall restore the Leased Premises to the condition in which it existed prior to its entry in connection with any such repair, replacement or maintenance. In the same manner, certain utilities and facilities servicing the Leased Premises are and may in the future be located in Unit Number 1 outside the Leased Premises. With respect to those utilities and facilities, LHO shall have the reciprocal right of access and the responsibilities of LCCCA in this paragraph.

B. LHO and LCCCA shall, where able, submeter the utilities being provided to LHO. To the extent such utilities cannot be separately submetered and billed to LHO directly by the utility provider, LHO shall install at its expense the necessary equipment to provide LHO's utility usage data to LCCCA.

C. Within the Leased Premises exists an underground de-watering system, "Lift Station," and related facilities which allows water flowing beneath the Leased Premises to be contained and pumped to the stormwater/sewer system for the City of Lancaster. LHO shall be solely responsible for the maintenance, repair and replacement of the parts, equipment and systems associated with this de-watering system and Lift Station and shall pay as additional rent, for the costs of the operation, maintenance, and repair of the Lift Station, its pumps, pipes, and other facilities associated with the removal of water from the Leased Premises. LCCCA shall be responsible for the facilities related to the holding and removal of sewage which flows into the sewage pump station from the LCCCA facilities. LHO agrees to grant LCCCA access to these areas for the purpose of maintenance and repair of the sewer system its facilities. LCCCA agrees, except for emergencies, that it will first secure the consent of LHO to enter into the Leased Premises for the purpose of making of such repairs, replacements or inspections to the sewer facilities. In the event that repair or replacement is needed of parts or equipment serving both the ground water de-watering system and the sewer system in this area is needed, the costs shall be shared proportionately between LHO and LCCCA with the proportions being determined by the usage of such shared part or equipment by LCCCA and LHO.

D. LHO shall permit, at LCCCA's cost and expense, LCCCA to connect to, and if necessary to increase the size of, any newly designed and installed sewer pipes, which would allow LCCCA to discontinue to the use of the Lift Station. LCCCA shall be responsible for the costs of any additional engineering, design and construction caused by LCCCA connecting to the sewer pipes designed or installed by LHO.

E. LCCCA shall have the right, upon request, to inspect and review the records of LHO pertaining to the maintenance, repair and operation of the de-water system, Lift Station and related facilities.

4. Term.

A. Term. The term of this Lease shall be for a period of ninety-nine (99) years commencing on _____, 2022 (the "Commencement Date") and ending on _____, 2121, unless the term is sooner terminated as provided in this Lease. Notwithstanding the foregoing, LHO acknowledges that LCCCA's current Charter expires prior to the end of the Term. LCCCA intends to seek a renewal of its Charter during the Lease Term, but LCCCA shall not be obligated to renew its Charter or honor any portion of the Lease Term that does not expire within a timeframe in which LCCCA has a Charter.

B. LHO's Right to Cancel. Provided LHO is not then in default, LHO shall be granted the right to terminate this Lease at any time upon three hundred sixty-five (365) days prior written notice.

C. LCCCA's Right to Cancel. LCCCA shall have the right to cancel this Lease upon three hundred sixty-five (365) days prior written notice if LHO has not completed its Tenant Improvements within three (3) years following the Commencement Date.

D. Transfer Tax. The parties shall share equally any realty transfer taxes in the event any of the same are ever determined in connection with this Lease.

5. Rent.

A. Basic Rent. LHO agrees to pay LCCCA, as basic rent for the Leased Premises, the sum of One Dollar (\$1.00), receipt of which LCCCA acknowledges by execution and delivery of this Lease ("Basic Rent").

B. Additional Rent. All amounts and charges payable by LHO under this Lease, in addition to the Basic Rent described in Section 5-A above, shall be considered "Additional Rent" for the purpose of this Lease and the word "Rent" in this Lease shall include such Additional rent as well as the Basic Rent unless the context specifically or clearly implies that only the initial prepaid Basic Rent is referenced. Rent shall be paid to LCCCA, without any prior demand therefor and without any deduction or offset, in lawful money of the United States of America. Additional rent shall consist of the following:

(i) Real Property Taxes. If it is determined during the term of this Lease that the Leased Premises are subject to real estate taxes, LHO agrees to pay all general and special real estate taxes and assessments (including, without limitation, Downtown Investment District assessments and the like) or other taxes and any similar imposition in lieu of other impositions now or previously within the definition of real property taxes or assessments (collectively "Real Property Taxes") which may be levied or assessed by any lawful authority against the Leased Premises applicable to the period from the Commencement Date until the expiration or sooner termination of this Lease. If such tax or assessment has been separately assessed, LHO shall pay the amount of such tax or assessment. If the taxes have not been separately assessed, then LHO will pay an equitable share of the overall tax attributable to the Unit.

(ii) Insurance. LHO's insurance obligations under Section 13.

(iii) Late Payments. Any payment of Basic Rent or Additional Rent that is not made within fifteen (15) days after the applicable due date will be subject to a late charge of one and one-half percent (1 1/2%) per month on the unpaid portion.

(iv) Common Area Charges. Until LHO commences construction of the Tenant Improvements, LHO shall pay to LCCCA, for the common area charges, including those items identified on Exhibit "B", the sum of Two Hundred Fifty Dollars (\$250.00) per month ("CAM"). After construction begins, and at the end of each three (3) years of the remaining term, the CAM charges will be subject to re-determination. CAM charges shall mean all out of pocket costs and expenses Landlord pays during the Term in connection with the maintenance and operation of Unit 1 for a particular calendar year. Such costs and expenses shall be limited to those items identified on Exhibit "B". The parties shall thereafter periodically meet to discuss the charges that have been incurred by LCCCA in providing services, utilities and other items to LHO as part of LCCCA's operation of its convention center. Upon LHO's reasonable request, LCCCA shall provide to LHO an itemized list of CAM charges. The parties shall mutually agree on the amount to be paid by LHO for CAM and any required amendment to Exhibit "B" every three (3) years after the commencement of the construction of the Tenant Improvements. In the event the parties are unable to reach an agreement with respect to any given three (3) year period, the charge for the last three (3) year period shall be applicable until the matter is resolved by arbitration. Either party may request arbitration. The arbitration shall be conducted in Lancaster, Pennsylvania, pursuant to the Pennsylvania Uniform Arbitration Act, 42 Pa. C.S.A. § 7302 et seq., then in effect. Each party shall appoint one (1) arbitrator within ten (10) days of the request by the other party, and the arbitrators shall appoint a third arbitrator by agreement within twenty (20) days of the request by either party. The cost of the arbitration shall be borne by the party that does not prevail, but if neither party prevails, as determined by the arbitrator. The arbitration shall be binding and conclusive on the parties.

6. LHO's Use. During the term hereof, LHO may utilize the Museum Area of the Leased Premises for the purpose of commemorating and interpreting the lives and accomplishments of Thaddeus Stevens, Lydia Hamilton Smith and other local historical figures and for other related historical themes in accordance with the Standard. The Remaining Area of the Leased Premises may be used for any purpose which is compatible with and not detrimental to the convention center facility or the historical exhibition. Any proposed retail uses of the Museum Area or the space above the Museum Area in the Stevens House or Kleiss Saloon, however, will require LCCCA's written approval and are subject to the approval criteria outlined in Section 9A C, as may be applicable. Any museum operated in the Leased Premises shall be operated and maintained in accordance with the standards of the American Association of Museums or such other nationally recognized standard of operations that the parties may subsequently agree upon (the "Standard"). The Museum Area and the Remaining Area shall be improved by LHO as provided in Section 8 hereof and may be used as provided in Section 6 hereof by LHO or its approved subtenants as the same are approved under Section 9 hereof. LHO's use and operations shall be subject to and in compliance with the Third Class County Convention Center Authority Act.

7. Leasehold Financing. LHO shall have the privilege of pledging, assigning as collateral, encumbering and mortgaging its leasehold interest in the Leased Premises and this

Lease at any time, and from time to time, during the term of this Lease provided that the debt secured by any mortgage(s) shall not exceed the value of the construction, renovation and related costs contemplated by such financing. LCCCA agrees, to make customary (estoppel and landlord waiver type) representations to any leasehold mortgagee as requested. Under no circumstances, however, shall LCCCA be liable for or obligated to join in any such mortgage, or otherwise pledge, encumber or mortgage LCCCA's fee title to the Leased Premises.

8. LHO's Tenant Improvements.

A. LHO has commenced fundraising for the construction of Tenant Improvements to the Leased Premises (the "Tenant Improvements") so that the Leased Premises can be used as more fully described in Section 6. Assuming the funds necessary to complete the Tenant Improvements are successfully raised, construction of the Tenant Improvements will commence on or before December 31, 2023. LHO shall provide an update to LCCCA concerning LHO's then current intention with respect to the construction of the Tenant Improvements at least quarterly. At least sixty (60) days prior to the commencement of construction of the Tenant Improvements, LHO shall submit plans and specifications and working drawings to LCCCA. All Tenant Improvements shall require LCCCA's consent. At least ten (10) days prior to the commencement of construction of the Tenant Improvements, a list and identification of all contractors and subcontractors to be involved in performing the Tenant Improvements shall be provided to LCCCA. All of the Tenant Improvements shall be performed:

- (i) In accordance with the approved plans, specifications and working drawings;
- (ii) Lien free and in a good and workmanlike manner;
- (iii) In compliance with all rules and regulations of all governmental agencies and other authorities including, without limitation, the provisions of Title 3 of the Americans with Disabilities Act of 1990, and the regulations promulgated thereunder; and
- (iv) In such a manner as to not unreasonably interfere with the occupancy of any other portion of LCCCA's convention center nor impose any additional expenses nor delay upon LCCCA in the maintenance and operation of its convention center project.
- (v) LHO may work on the Leased Premises between the hours of 6:00 a.m. and 4:00 p.m. Monday through Friday and shall take all reasonable precautions to prevent the disruption of the business and the events being held in LCCCA's convention center. While performing Tenant Improvements, LHO will at all times limit the interference with the use and enjoyment of the convention center property by LCCCA and its guests and invitees.
- (vi) LHO agrees to indemnify, defend and save harmless LCCCA from and against any and all damages, claims, suits, loss, costs or expense including but not limited to attorney's fees, arising out of or resulting from the performance of the work associated with the Tenant Improvements by LHO or its contractors, subcontractors or agents on the Leased

Premises or the Condominium, but only to the extent caused by the negligent acts or omissions of LHO, its contractors, subcontractors or agents, and includes situations where the negligent acts or omissions of LHO, its contractors, subcontractors or agents, caused any portion of the claim, loss, damage, judgment or liability at issue.

B. After LCCCA's approval of the Tenant Improvements, LHO:

(i) shall provide LCCCA with ten (10) days prior written notice before proceeding with any of the Tenant Improvements;

(ii) shall obtain, and provide to LCCCA, all necessary governmental permits and approvals for the commencement and completion of such Tenant Improvements;

(iii) shall provide to LCCCA's reasonable satisfaction, evidence of LHO's ability to pay the cost of such Tenant Improvements in accordance with copies of executed construction contracts for the construction of the Tenant Improvements; and

(iv) shall, at LCCCA's request (but at LCCCA's sole expense), obtain a completion and lien indemnity bond or other surety satisfactory to LCCCA for such Tenant Improvements. LCCCA's approval of any such contractor or subcontractor of LHO shall not release LHO or any such contractors and/or subcontractors from any liability for any conduct or act of such contractor and/or subcontractor.

C. LHO's Work. LHO shall be permitted to make the Tenant Improvements that have been approved by LCCCA. LHO shall be solely responsible for the construction and costs of the Tenant Improvements. This shall include obtaining all necessary permits to permit the Tenant Improvements, provided that the LCCCA shall reasonably cooperate with the LHO in the execution of documents, applications and similar instruments necessary to complete the Tenant Improvements. At the end of the construction of Tenant Improvements, the LHO shall repair any damage to the common areas of the Unit that have been affected by construction of Tenant Improvements. LHO shall ensure that all contractors, subcontractors, and agents on the Leased Premises or the Condominium shall comply with the Commonwealth of Pennsylvania General Safety Law and the Occupational Safety and Health Act (OSHA) and shall indemnify and hold LCCCA harmless from and against all claims, suits, damages, costs, losses, and expenses (including attorney's fees) in any manner arising out of or connected with the failure of LHO, its contractors, subcontractors, or agents or employees to comply with the provisions of OSHA or the rules promulgated thereunder.

D. Removal of Work. All Tenant Improvements to the Leased Premises (whether installed or paid for by LCCCA or LHO) shall become the property of LCCCA and shall remain upon and be surrendered with the Leased Premises at the end of the term of this Lease unless otherwise agreed by the parties; provided, however, that those items constituting exhibits, nonstructural partitions, shelving and trade fixtures shall remain the property of LHO

and shall be removed by LHO, at its sole cost, within thirty (30) days after the expiration or sooner termination of this Lease. LHO shall repair any damage to the Leased Premises caused by such removal.

E. Code Compliance and Life Safety Standards. All Tenant Improvements made by LHO are subject to LHO's compliance with the then current Code requirements of the City of Lancaster, Pennsylvania, and the Life Safety Standards for the hotel operating in connection with LCCCA's convention center. A copy of the current Life Safety Standards are attached hereto as Exhibit "C". Prior to the commencement of construction, LHO shall provide to LCCCA proof that its Tenant Improvements will comply with the then current Code requirements and the then current Life Safety Standards applicable to the Leased Premises. LHO acknowledges that it has been advised by LCCCA that the presently existing Life Safety Standards for Marriott Hotels or their insurance company requires a conversion of the dry sprinkler system in the historic buildings to a wet sprinkler system prior to occupancy. LHO acknowledges that other requirements may presently exist or may exist in the future with respect to the Tenant Improvements. LHO shall pay for any costs charged by Marriott Hotels or others for their review and approval of LHO's plans to ensure compliance with the Life Safety Standards.

F. Compliance with Preservation Easement. All Tenant Improvements are subject to compliance with the Preservation Easement and LHO shall be solely responsible for any and all costs to bring the Leased Premises into compliance with the Preservation Easement and to ensure the Tenant Improvements comply with the Preservation Easement. LCCCA makes no representations or warranties to LHO regarding the Preservation Easement and whether the Leased Premises are currently in compliance with the Preservation Easement. LHO expressly acknowledges the foregoing and shall take possession of the Leased Premises and be solely responsible for compliance with the Preservation Easement in the Leased Premises.

G. "As Built" Plans. Following the completion of any approved alterations, additions or improvements by LHO, including LHO's Tenant Improvements, LHO shall furnish LCCCA with current "as built" plans and specifications reflecting such alterations, additions, or improvements.

9. Assignment and Subletting; Restriction on Transfer. LHO will not assign this Lease in whole or in part nor sublet all or any part of the Leased Premises, nor otherwise permit the use of the Leased Premises by persons other than LHO and its employees (collectively or individually a "Transfer"), without the prior written consent of LCCCA, which consent LCCCA may withhold for any reason or no reason. The consent of LCCCA to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. This prohibition against Transfer shall include a prohibition against any Transfer by operation of law. If, without LCCCA consent, (i) this Lease is transferred by LHO, or (ii) the Leased Premises or any part thereof are occupied by a person or entity other than LHO, LCCCA may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved and may impose the regular rental amount equivalent to fair market rental value of the Leased Premises. It is recognized by LHO that the annual base rent provided herein is provided to LHO only and shall not apply to the occupancy or subleasing of the Leased

Premises in connection with a Transfer which has not been approved by LCCCA. Any Transfer made without LCCCA's consent shall, at LCCCA's option, be null and void and of no effect and shall, at LCCCA's option, constitute a default by LHO under this Lease. Upon any LCCCA approved Transfer by LHO of all of the Leased Premises, LHO shall be released of any further liability under this Lease and shall be released from performing all of the terms, covenants and conditions of this Lease, provided that if LHO has commenced construction of the Tenant Improvements such release to be conditioned upon completion of the Tenant Improvements evidenced by providing Certificates of Use and Occupancy to LCCCA for the completed Tenant Improvements. Without in any way limiting LCCCA's right to refuse to give consent, LCCCA may withhold its consent to any requested assignment or subletting of the Museum Area or the space above the Museum Area in the Stevens House or the Kleiss Saloon which would involve retail use if, in LCCCA's reasonable business judgment:

A. The quality of the operation of the proposed assignee or subtenant is not equal to that of LHO; or

B. The proposed assignee or subtenant of the Museum Area does not intend to operate within the Museum Area a museum or other historically significant use of the Leased Premises or a use that is compatible with such uses; or

C. The proposed assignee or subtenant does not exhibit satisfactory financial strength to conduct its proposed business at the Leased Premises as determined by the reasonable business judgment of LCCCA's certified public accountants.

Notwithstanding the foregoing (except in the case of retail uses proposed in the Stevens House or the Kleiss Saloon), LHO may sublease the Remaining Area upon notification to LCCCA of the name and address of the proposed subtenant, the proposed subtenant's use and the proposed term of the sublease. LCCCA shall have sixty (60) days to notify LHO of any reasonable objection to the subtenant, the proposed use or the term of the sublease. In absence of such notification delivered to LHO within sixty (60) days of the date of initial notification by LHO to LCCCA, LCCCA shall be deemed to have approved such subtenant and the sublease.

10. Delivery of Possession and Establishment of Commencement Date.

A. Delivery of Possession. LCCCA will deliver possession of the Leased Premises to LHO in its then current "as is condition" on the Commencement Date of this Lease.

B. Condition of Leased Premises. A portion of the Leased Premises consists of existing brick buildings more specifically identified in Sections 1-A and B hereof. With respect to the exteriors and interiors of those buildings, LHO has made (or prior to the Commencement Date, shall have made) a thorough and independent examination of them and is familiar, in all respects, with those structures and their condition and is satisfied that they are in acceptable condition to meet LHO's needs. LHO does not rely on, and LCCCA does not make, any express or implied representation or warranty as to any matters including, without limitation, any characteristics of those portions of the Leased Premises described in

this section or the existing brick structures for the suitability of those structures for the intended use or the likelihood of deriving business from the convention center, or with respect to their compliance with the Preservation Easement. Certain portions of the Leased Premises have been newly constructed by LCCCA. With respect to those portions of the Leased Premises, LCCCA has received a warranty from its construction contractors with respect thereto. LCCCA shall cooperate with LHO in enforcing any warranty claim with respect to the newly constructed portions of the Leased Premises.

11. LHO's Repair Obligations. LHO shall, at all times and at LHO's sole cost and expense, keep, maintain, clean, repair, preserve and replace, as necessary, the Leased Premises and all parts thereof including, without limitation, the Tenant Improvements, utility meters, pipes, conduits, heating, ventilating and air conditioning systems located within the Leased Premises, all fixtures, furniture and equipment, all doors and windows, LHO's signs, locks, closing devices, security devices, windows, sashes, encasements and frames, floors and floor coverings, shelving, rest rooms, if any, and all alterations, additions and other property located within the Leased Premises reasonable wear and tear excepted. In addition thereto, LHO shall maintain the Leased Premises in accordance with the terms and conditions of Exhibit "D" attached hereto and made a part hereof all at LHO's expense. After the construction of Tenant Improvements, the Museum Area shall be maintained in accordance with the Standard. LHO shall replace, at its expense, any and all plate and other glass in and about the Leased Premises which is damaged or broken by any cause whatsoever except due to the negligence or willful misconduct of LCCCA or its agents or employees. Such maintenance and repair shall be performed with due diligence, lien free and in a workmanlike manner by licensed contractors which are selected by LHO and approved by LCCCA which approval shall not be unreasonably withheld or delayed. For the exteriors of the historic buildings subject to the Preservation Easement, LHO's maintenance shall adhere to the standards set forth by the Secretary of Interior.

12. Entry of LCCCA. LCCCA and its employees and agents shall, at all reasonable times, have the right to enter the Leased Premises to inspect the same, to supply any service required to be provided by LCCCA to LHO under this Lease, to post notices of non-responsibility and/or to alter, improve or repair the Leased Premises as provided in this Lease, all without being deemed guilty of or liable for any breach of LHO's covenant of quiet enjoyment or any eviction of LHO and without abatement of rent. In exercising any such entry right, LCCCA shall endeavor to minimize, as reasonably practical, the interference with tenant's and any subtenant's business operations and shall provide LHO (and any tenant or subtenant of which LCCCA has received notice of occupancy and contact information) with reasonable advance written notice of entry except in emergency situations or for scheduled services or repairs, if any.

13. Required Insurance.

A. Property and Liability Insurance. During the term of this Lease and prior to LHO commencing construction of the Tenant Improvements, LCCCA shall, at its sole cost and expense, insure the Tenant Improvements located on the Leased Premises for their full replacement value (excluding LHO's personal property, fixtures and equipment) against damage by fire and standard extended coverage perils with vandalism and malicious mischief endorsements. At all times LHO shall carry general commercial liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000) and with reasonable deductibles. During construction LHO, at its sole cost and expense, shall carry builders' risk insurance as required under the next paragraph of this Lease. After completion of the Tenant Improvements, LHO shall, at its sole cost and expense, carry the insurance required in the first sentence of this paragraph.

B. LHO's Construction Insurance. During any period of construction activity for the Tenant Improvements referred to in Section 8 of this Lease, LHO shall continuously maintain builders' risk insurance in an amount reasonably sufficient, given the then existing construction costs, to protect both Landlord and Tenant. As of the date of this Lease, the minimum amount of insurance to be required is Five Million Dollars (\$5,000,000.00) based upon present construction cost estimates. It is the intent of the parties that the amount of builders risk insurance to be carried upon the commencement of construction shall be reflective of the then current construction costs. At all times, LHO shall be responsible for and maintain insurance on its own personal property, trade fixtures and equipment.

C. LHO's Business Interruption Insurance. During the term of this Lease and prior to LHO commencing construction of the Tenant Improvements, LHO shall maintain business interruption insurance covering loss of revenues or other income by Tenant due to total or partial suspension of, or interruption in, the operation of the Leased Premises caused by damage or destruction of the Leased Premises in an amount sufficient to meet rent and additional rent payments and other recurring payments for not less than one (1) year.

D. Named Insureds. Any insurance required under this Lease to be carried by LHO shall name LCCCA as an additional insured (and where applicable Penn Square Partners and the Condominium Association) and any insurance required under this Lease to be carried by LCCCA shall name LHO as an additional insured. When either LCCCA or LHO is named as an additional insured, such additional insured provision shall also name each party's respective Board, agents and employees as additional insureds.

E. Best Rating Insurance. Each party shall provide to the other party evidence of all insurance required to be maintained by it pursuant to this Lease, which insurance shall be maintained with an AM Best rated insurer of A- or better, by way of a certificate of insurance naming the other party as additional insured for the liability policy.

F. Certificate(s) of Insurance. All required insurance policies shall contain endorsements that such insurance may not be canceled or amended without thirty (30) days' written notice by registered mail to both LHO and LCCCA by the insurance company. The party who secures and pays for the insurance policies shall provide renewal certificates to the other party twenty (20) days prior to the expiration of said policies. If either party provides any insurance required by this Lease in the form of a blanket policy, then it shall furnish to the other party a certificate showing the existence of the coverage required hereby.

14. Waivers of Subrogation. Each party releases the other party (which term as used in this paragraph includes employees, agents, officers, and directors of the other party) from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to the Premises or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby the release shall not adversely affect the policies or prejudice any right of the releasor to recover under the policy. Each party agrees that its insurance policy will include such a provision so long as the same can be obtained without extra cost, or if extra cost is charged, so long as the party for whose benefit the clause or endorsement is obtained shall pay for the extra cost. If extra cost is chargeable, the party purchasing the insurance shall advise the other party of the amount of the extra cost and the other party, at its election, may pay the cost, but shall not be obligated to do so. If the party protected by the waiver elects not to pay the cost promptly after having been advised of it, the party thereby waives the protections of this paragraph in respect to the insurance for which the party did not pay the extra cost.

15. Damage or Destruction.

A. LCCCA's Rights and Obligations. In the event the Leased Premises are damaged by fire or other casualty to an extent not exceeding seventy-five percent (75%) of the full replacement cost thereof, and LCCCA's contractor estimates in a writing delivered to the parties that the damage thereto is such that the Leased Premises may be repaired, reconstructed or restored, then LCCCA shall commence and diligently proceed with the work to repair, reconstruct and restore the Leased Premises and this Lease shall continue in full force and effect. If, however, the Leased Premises are damaged to an extent exceeding seventy-five percent (75%) of the full replacement cost thereof, then LCCCA may elect to either:

(i) Repair, reconstruct and restore the portion of the Leased Premises damaged by such casualty, in which case this Lease shall continue in full force and effect; or

(ii) Terminate this Lease effective as of the date which is thirty (30) days after LHO's receipt of LCCCA's election to so terminate.

Under any of the conditions of this section, LCCCA shall give written notice to LHO of its intention to repair or terminate within the later of sixty (60) days after the occurrence of such casualty or fifteen (15) days after LCCCA's receipt of the estimate from its contractor.

B. LHO's Costs and Insurance Proceeds. In the event of any damage or destruction of all or any part of the Leased Premises, LHO shall immediately notify LCCCA thereof. Provided this Lease is not terminated pursuant to this section, LCCCA will reconstruct the Leased Premises. If LHO completed the construction of the Tenant Improvements prior to the event causing damage or destruction of the Leased Premises, then LHO shall have one hundred twenty (120) days (but such additional time as reasonably necessary where LHO is delayed by causes beyond its control) after LCCCA's delivery of the Leased Premises in a shell condition to reconstruct the Tenant Improvements in the Leased Premises, after which time the rent abatement provided for herein will terminate. LHO's construction of the Tenant Improvements shall be in accordance with Section 8 of this Lease. If the Lease is terminated pursuant to this section, LHO shall deliver to LCCCA and LHO hereby assigns to LCCCA all insurance (or self-insurance) proceeds payable to or by LHO for the Tenant Improvements.

C. Abatement of Rent. In the event that, as a result of such damage, repair, reconstruction and/or restoration of the Leased Premises, LHO is prevented from using, and does not use, the Leased Premises or any portion thereof, then the rent shall be abated or reduced, as the case may be, during the period that LHO continues to be so prevented from using and does not use the Leased Premises or any portion thereof in the proportion that the floor area of the portion of the Leased Premises that LHO is prevented from using and does not use bears to the total floor area of the Leased Premises (provided that such abatement shall cease after the period of time given to LHO to rebuild the Initial Work and Phased Tenant Improvements above regardless of whether LHO is then able to use the Leased Premises). Notwithstanding the foregoing to the contrary, if the damage is due to the negligent or willful misconduct of LHO or its permitted occupants, there shall be no abatement of rent. Except for abatement of rent as provided herein, LHO shall not be entitled to any compensation or damage for loss of or interference with LHO's business or use or access of all or part of the Leased Premises resulting from any such damage, repair, reconstruction or restoration.

D. Inability to Complete. Notwithstanding anything to the contrary contained in this section, if LCCCA is obligated or elects to repair, reconstruct or restore the damaged portion of the Leased Premises pursuant to this section, but is delayed from completing such repair, reconstruction or restoration beyond a date which is six (6) months after the date estimated by LCCCA's contractor for completion thereof by reason of any cause beyond the reasonable control of LCCCA, then either LCCCA or LHO may elect to terminate this Lease upon thirty (30) days prior written notice to the other party.

E. Damage to Convention Center. If there is a total destruction of the convention center or a partial destruction of the convention center, the cost of restoration which would exceed twenty five percent (25%) of the then replacement value of the convention center by any cause whatsoever, whether or not insured against and whether or not the Leased Premises

are partially or actually destroyed, LCCCA may, within a period of one hundred eighty (180) days after the occurrence of such destruction, notify LHO in writing that it elects not to so reconstruct or restore the convention center, in which case LHO shall have the right upon sixty (60) days prior written notice to LCCCA either (i) to terminate this Lease, or (ii) to purchase the Leased Premises in consideration of \$1.00. LCCCA shall convey marketable title insurable at ordinary rates. LHO shall bear the costs associated with the conveyance of the fee interest; but LCCCA shall fully cooperate with LHO's efforts in this regard. LHO acknowledges that LCCCA may be constrained by condominium, financing or contractual limitations or obligations precluding the conveyance of the Leased Premises in fee.

16. Eminent Domain.

A. Substantial Taking. Subject to the provisions below, if the Leased Premises or such part thereof as shall substantially interfere with LHO's use and occupancy of the Leased Premises, as reasonably determined by either party, shall be taken for any public or quasi-public purpose by any lawful power or authority or by exercise of the right of appropriation, condemnation or eminent domain or sold to prevent such taking, either party shall have a right to terminate this Lease effective as of the date possession is required to be surrendered to said authority.

B. Partial Taking Abatement of Rent. In the event of the taking of a portion of the Leased Premises which does not substantially interfere with the conduct of LHO's business, then, except as otherwise provided herein, neither party shall have the right to terminate this Lease and LCCCA shall thereafter, subject to the historic easements, proceed to make a functional unit of the remaining portion of the Leased Premises (but only to the extent LCCCA receives proceeds therefor from the condemning authority) and Rent shall be abated with respect to the part of the Leased Premises which LHO shall be so deprived of on account of such taking. Notwithstanding the immediately preceding sentence to the contrary, if any part of the convention center shall be taken (whether or not such taking substantially interferes with LHO's use of the Leased Premises) and LCCCA determines that the operation of the convention center is thereby rendered impractical or uneconomical, LHO may terminate this Lease upon ninety (90) days written notice to LCCCA.

C. Condemnation Award. In connection with any taking of the Leased Premises, LHO shall be entitled to receive the entire amount of any award which may be made or given in such taking or condemnation. LCCCA shall not assert any claim against LHO or the taking authority for any compensation because of such taking.

D. Temporary Taking. In the event of a taking of the Leased Premises or any part thereof for temporary use:

(i) This Lease shall be and remain unaffected thereby and the rent shall not abate; and

(ii) LHO shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of taking which is within the term

provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, LHO shall perform its obligations with respect to surrender of the Leased Premises under this Lease and shall pay to LCCCA the portion of any award which is attributable to any period of time beyond the term expiration date. For the purpose of this section, a temporary taking shall be deemed as a taking for a period of one hundred eighty (180) days or less.

17. LHO's Default and LCCCA's Remedies.

A. LHO's Default. The occurrence of any one (1) or more of the following events shall constitute an event of default ("Event of Default") under this Lease by LHO:

(i) The failure of LHO to make any payment of rent or any other payment required to be made by LHO hereunder within thirty (30) days after written notice that the same is due provided, however, LCCCA shall not be required to give more than three (3) such notices within any calendar year. The failure of LHO to observe or perform any of the express or implied covenants or provisions of this Lease to be observed by it, where such failure shall continue for a period of sixty (60) days after written notice thereof from LCCCA to LHO; provided, however, that, if the nature of LHO's default is such that more than sixty (60) days are reasonably required for its cure, then LHO shall not be deemed in default if LHO shall commence such cure within such sixty (60) day period and, thereafter, diligently proceed to cure the default and such completion shall occur not later than one hundred twenty days from the date of the notice to LCCCA.

(ii) After the completion of the Tenant Improvements, the vacation or abandonment of the Leased Premises by LHO. Abandonment, as herein defined, shall include, but not be limited to, absence by LHO, or its permitted occupants, from the Leased Premises for a continuous period of sixty (60) business days or longer at any time following the issuance of a Use and Occupancy Permit.

B. LCCCA's Remedies. Upon the occurrence of an Event of Default by LHO as provided herein, LCCCA shall give LHO a sixty (60) day notice of termination of this Lease. At the expiration of such sixty (60) day period, this Lease and the term hereunder shall terminate and come to an end and LHO shall quit and surrender the Leased Premises to LCCCA in the condition required by the terms of this Lease for a surrender as if the term hereunder had ended by the expiration of the time fixed herein. At the end of the sixty (60) day period set forth in the notice of termination referred to in the preceding sentence, the term of this Lease shall end as aforesaid, and LCCCA, or its agents, shall have the immediate right of re-entry and may remove all persons and personal property from the Leased Premises and such personal property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of LHO, and without LCCCA being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

18. Damages; Acceleration. Upon the occurrence of an Event of Default by LHO as provided herein, LCCCA, in addition to all other rights and remedies available to it by law or equity or by other provisions hereof, may, at any time hereafter:

A. Declare all rent, additional rent and other sums which may be due hereunder immediately due and payable;

B. Terminate this Lease upon written notice to LHO on the date specified in said notice, and this Lease and the term hereof and all rights of LHO hereunder shall expire and terminate and LHO shall, thereupon, quit and surrender possession of the Leased Premises to LCCCA in the condition elsewhere required in the event of termination and LHO shall remain liable to LCCCA as provided; and/or

C. Enter upon and repossess the Leased Premises by force, summary proceeding, ejectment or otherwise and dispossess LHO and remove LHO and all other persons and property from the Leased Premises, without being liable to LHO for prosecution or damages therefor and LHO shall remain liable to LCCCA as herein provided.

19. Cost of Enforcement. Each party shall bear its own charges and expenses, including fees and out of pocket expenses of counsel, agents and others retained by that party, incurred in the performance, defense of, or enforcement of that party's rights and obligations under this Lease.

20. Exercise of Other Remedies. LCCCA may exercise any and all other remedies provided by law.

21. LCCCA's Default. LCCCA shall not be in default in the performance of any obligation required to be performed by it under this Lease unless it has failed to perform such obligation within fifteen (15) days after the receipt of a written notice from LHO specifying in detail the failure to perform; provided, however, that if the nature of LCCCA's obligation is such that more than fifteen (15) days are required for its performance, then LCCCA shall not be deemed in default if it commences such performance within such fifteen (15) day period and, thereafter, diligently pursues the same to completion. Upon any such uncured default by LCCCA, LHO may exercise any of its rights provided in law or in equity.

22. Subordination. Without the necessity of additional documents being executed by LHO for the purpose of perfecting a subordination and, at the election of LCCCA or any mortgagee of a mortgage, now or hereafter encumbering all or any portion of the buildings in which the Leased Premises are a part or any portion of LCCCA's convention center, or any lessor under any ground or master lease, now or hereafter affecting all or any portion of such building or the convention center, this Lease shall be subject and subordinate at all times to such ground or master lease (such extensions and modification thereof), any Declaration of Condominium and rules and regulations relating thereto, and to the lien of such mortgages, as well as any advances made hereunder and to all renewals, replacements, modifications and extensions thereof. Notwithstanding the foregoing, LCCCA, or its mortgagees, shall have the right to subordinate or cause to be subordinated any lien of any mortgage to this Lease. In the event that any master lease terminates for any reason or any mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, at the election of LCCCA's successor in interest, LHO shall attorn to or become tenant of such successor, provided, however, that any such successor shall have extended to LHO its written assurance of non-

disturbance in a form reasonably satisfactory to LHO. LHO covenants and agrees to execute and deliver to LCCCA, within ten (10) days after receipt of written demand by LCCCA in a form reasonably required by LCCCA, any additional documents evidencing the priority or subordination of this Lease with respect to any such mortgage or ground lease or other master lease and LHO's agreement to attorn to LCCCA's successor provided that LHO has received from such successor written assurance of non-disturbance in a form reasonably satisfactory to LHO.

23. Landlord's Waiver. LCCCA agrees to execute such Landlord's Waiver form as LHO's secured lender may from time to time request waiving any claims that LCCCA may have against LHO's personal property located at the Leased Premises provided such form is reasonably acceptable to LCCCA.

24. End of Term. At the expiration of this Lease, LHO shall surrender the Leased Premises. Before surrendering said Leased Premises, LHO shall remove all of its personal property and shall repair any damage caused thereby. LHO's obligations to perform this provision shall survive the end of the term of this Lease. If LHO fails to remove its personal property within thirty (30) days after the expiration of this Lease, the personal property that remains shall be deemed abandoned and shall become the property of LCCCA. All mechanical and electrical equipment and systems installed in the Leased Premises as fixtures shall not be removed and shall become the property of LCCCA.

25. Notices. Any notice or other communication required or which may be given under this Lease, shall be in writing and shall be deemed duly given when mailed by certified (with the sender's receipt postmarked by a postal employee) registered (in either case, with a copy by ordinary first class mail) or express mail, or when sent by Federal Express or similar overnight delivery service company, postage or express charges prepaid, in a securely wrapped envelope addressed to the intended recipient as follows:

All notices sent to LHO shall be addressed to:

LancasterHistory
230 North President Avenue
Lancaster, PA 17603

All notices sent to LCCCA shall be addressed to:

The Lancaster County Convention Center Authority
25 South Queen Street
Lancaster, PA 17602

Either party may change the address to which notices shall be sent by written notice to the other.

26. Estoppel Certificates. Within ten (10) business days following LCCCA's written request, LHO shall execute and deliver to LCCCA an Estoppel Certificate in a form

reasonably required by LCCCA or any mortgagee stating:

A. That this Lease is unmodified and in full force and effect (or, if modified, that the Lease is in full force and effect as modified, stating the date and nature of such modifications);

B. The date to which rent or other sums payable under this Lease have been paid;

C. That there are not, to the best of LHO's knowledge, any defaults under this Lease by either LHO or LCCCA, except as specified in such certificate; and

D. Such other matters as are reasonably requested by LCCCA.

27. Condominium Act and Declaration. LHO acknowledges and understands that the Leased Premises is part of a condominium unit in the Penn Square Hotel and Convention Center Condominium and that LHO's rights, as tenant, are subject to the Pennsylvania Uniform Condominium Act, the Declaration of Condominium and reasonable rules and regulations adopted by the Condominium Association.

28. Nonrecourse Liability of LHO. LCCCA shall look solely to the estate and property of LHO in this Lease and in the Leased Premises for the collection of any judgment (or other judicial process) required for payment of money by LHO in the event of any deficiency, default or breach by LHO with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by LHO; and no other property or assets of LHO or its directors, officers, employees, agents, attorneys, members, subsidiaries or affiliates shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Landlord's remedies.

29. Miscellaneous.

A. Governing Law. This Lease shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

B. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of successors and assigns of the parties hereto to the extent that assignment is permitted under the terms of this Lease.

C. Paragraph Separability. The invalidity or unenforceability of any provision of this Lease shall in no way affect, impair or invalidate any other portion hereof and such provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

D. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction, injunction or court order, riots, insurrection, war, fire,

earthquake, flood or other natural disaster or other reason of a like nature not to be the fault of the party delaying performing or doing of the act required under the terms of this Lease (but excluding delays due to financial inability), then performance of such act shall be excused for the period of delay and the period of performance of such act shall be extended accordingly.

E. Lease Execution. This Lease has been executed and delivered pursuant to a Resolution of the Board of Directors of each of LCCCA and LHO duly adopted and, for each party, the person executing this Lease has been duly authorized to do so.

F. Recording. This Lease may not be recorded, but a memorandum thereof may be recorded at the option and expense of LHO and LCCCA shall cooperate promptly to execute, acknowledge and deliver to LHO an appropriate memorandum of lease which LHO may cause to be prepared.

G. Integration. This instrument contains the sole and only agreement of the parties with respect to the matters addressed herein, and any modifications shall be made in writing and signed by all parties.

H. No Brokers. Each party warrants that there are no commissions or brokers fees owing to any person claiming through that warrantor in connection with the negotiation and execution of this Lease.

I. Further Assurances. From time to time upon the request of a party, the other party shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may reasonably deem necessary or desirable to carry out the purposes and intents of this Lease and of the parties hereto.

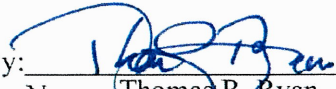
J. Counterparts. This Lease may be executed in multiple counterparts, each of which may contain the signatures of one or more of the parties, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Attest:

LancasterHistory.org

Name: _____
Title: _____

By: 
Name: Thomas R. Ryan
Title: President & CEO

Attest:

The Lancaster County Convention Center
Authority

Name: _____
Title: _____

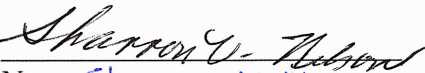
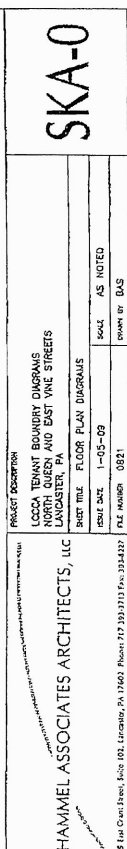
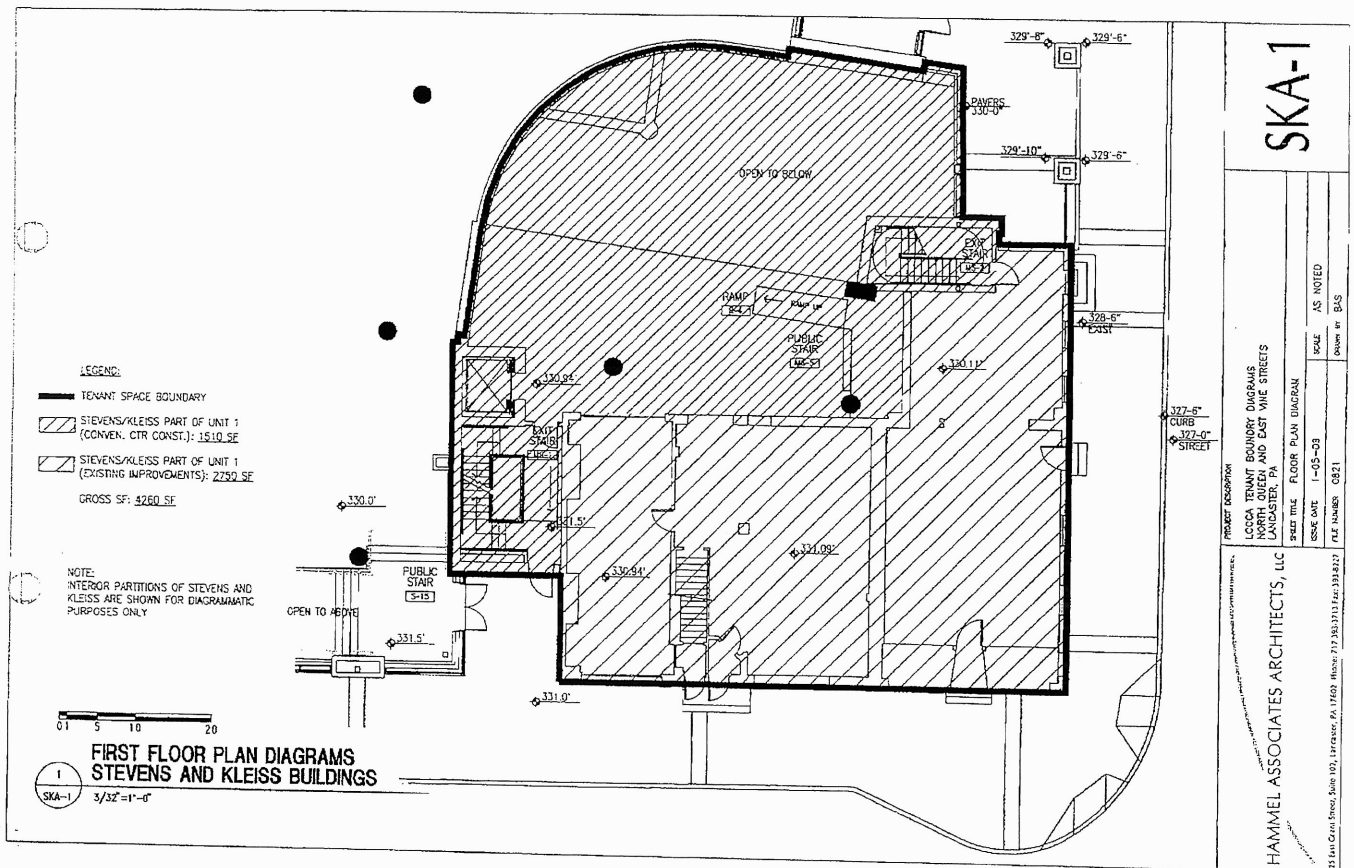
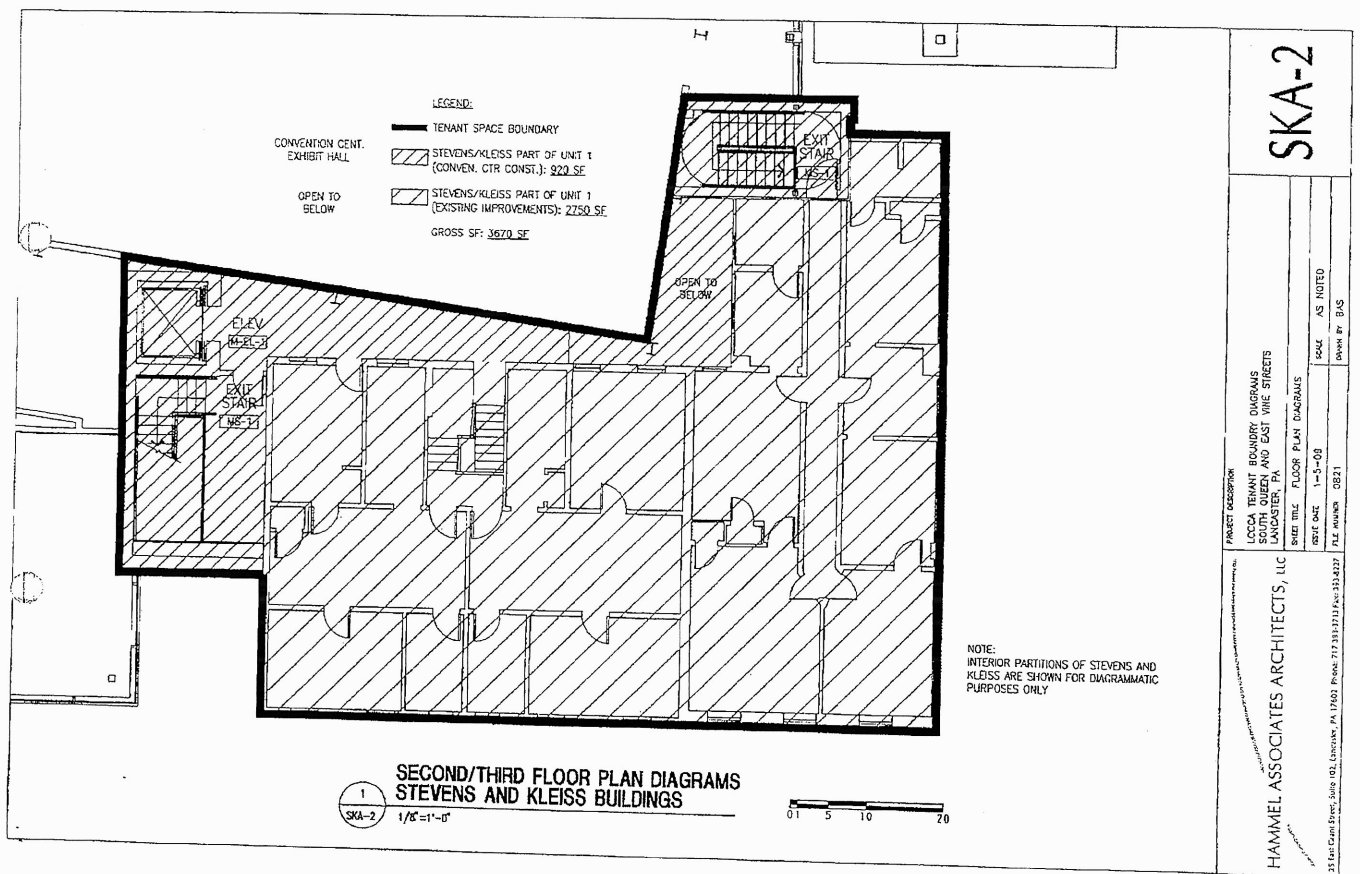
By: 
Name: Sharron V. Nelson
Title: Board Chair

EXHIBIT A

Depiction of Lease Premises







SKA-2

PROJECT LOCATION
LOCCA TENANT BOUNDARY DIAGRAM
SOUTH QUEEN AND EAST VINE STREETS
LANCASTER, PA

HAMMEL ASSOCIATES ARCHITECTS, LLC

3510 Cedar Drive, Suite 100, Lancaster, PA 17601 Phone 717-313-1313 Fax 717-313-4337

SHEET TITLE FLOOR PLAN DIAGRAMS
SHEET DATE 1-5-08
FILE NUMBER 0821

SCALE AS NOTED
DRAWN BY: BJS

Exhibit “B”

Utilities and Shared Facilities

Exterior

1. Sidewalk cleaning
2. Sidewalk snow and ice removal
3. Sidewalk salting
4. Maintain flower planters
5. Trees maintenance
6. Sidewalk maintenance
7. Window washing
8. Gutter and downspout maintenance
9. Lights maintenance/repair/bulb replacement
10. Comply with easement requirements as outlined in HPT easement documents.
(eg. Repair broken windows)

Interior

11. Cleaning & general maintenance
12. Underground de-watering system maintenance/repair (including sump pumps and pumping systems)
13. Sewage pump station maintenance/repair (including sump pumps and pumping systems)
14. Interior lights maintenance/repair/bulb replacement
15. Fire suppression system maintenance, testing, and repair (Currently a dry system, will be wet when occupancy certificate is issued)
16. Elevator maintenance/repair (including service agreements, required safety tests, and L&I licenses)
17. Regularly scheduled Life Safety Systems testing (eg. Fire/smoke alarms, fire suppression system)
18. Utilities (Gas, Electricity, Water)

Insurance

19. Property insurance

Miscellaneous

20. Administration and General Services
21. Security

EXHIBIT C

Life Safety Standards



 USA

Marriott Hotels

fire protection & life safety

global **design** strategies
design standards

March 2020 | managed



Table of Contents

14.1	Guiding Principles	3
14.2	General Requirements	5
14.3	Principle 1 - Obey the Law	7
14.4	Principle 2 - Fire Containment & Suppression	7
14.5	Principle 3 - Fire Alarm System	13
14.6	Principle 4 - Means of Egress	18
14.7	Principle 5 - Smoke Control	20
14.8	Principle 6 - Standby power	23
14.9	Principle 7 - Elevator Recall	24
14.10	Principle 8 - Building Contents	24
14.11	Principle 9 - Systems Testing	25

key

EI	Expanded Information
BP	Best Practices
R	Reference (Internal)

chapter organization

- This chapter is a part of an integrated series of Chapters.
- This chapter is a part of an integrated series of Chapters.

definitions

- Design Standard: a minimum requirement to be fulfilled without exception
- Best Practice: a recommended design guideline, practice or way to execute a design standard
- Expanded Information: an explanation of a design standard or best practice
- Reference (internal): a reference to another document / section within the design standards or to a design strategy / guide within the brand standards

Exception: Fire Protection & Life Safety Design
Standard references are to external codes only

Marriott Confidential & Proprietary Information

The contents of the Design Standards are confidential and proprietary to Marriott International, Inc. and may not be reproduced, disclosed, distributed or used without the express permission of an authorized representative of Marriott.

English is the official and binding language of these design standards. The translated versions are provided as a courtesy only and are not controlling and have no legal effect.

14.1 Guiding Principles

Marriott International (MI) owned, managed and franchised Brand properties must comply with MI Fire Protection & Life Safety (FLS) Guiding Principles, as set forth below, or have a Marriott approved plan in place to be brought into compliance with the principles.

- A. Principle 1: Obey the Law. Comply with governing laws, codes and regulations even if not regularly enforced.

Rationale: It's the law.

- B. Principle 2: Provide Effective Fire Containment and Suppression in the Hotel or Residences. Automatic sprinkler and standpipe systems provide effective fire containment and suppression. Alternative fire containment and suppression systems and approaches may also be effective and will be considered. Specialized systems may be necessary for areas susceptible to fuel or grease fires (such as kitchen areas). Consider fire resistance ratings of walls, doors, shafts, stair enclosures and floor / ceiling assemblies. Adequately address fire risks associated with linen and trash chutes.

Rationale: Quickly containing and suppressing a fire can largely eliminate loss of life and significantly reduce property damage and resulting business interruption. Grease fires in kitchens are some of the most common and dangerous sources of fires in a hotel. Elements of "firewalls" must resist fire and contain smoke for a minimum period of time to be effective.

- C. Principle 3: Provide Effective Fire Detection and Carbon Monoxide (CO) Detection and Notification. Equip the entire building with a central alarm system to alert occupants.

Rationale: If occupants are not promptly notified of a danger, their evacuation may be delayed and they may be harmed as a result.

- D. Principle 4: Provide adequate egress for fire and emergency situations. Consider the following critical items impacting egress; the number of exits, travel distance, dead-end corridors, common path of travel, occupant load, egress capacity, direction of door swing and door hardware.

Rationale: Even if occupants are alerted of a danger, they must be able to

quickly exit from the building to avoid the danger.

- E. Principle 5: Adequately address the need for effective smoke control to allow occupants to exit the building. In a fire, exit signs in public areas need to be visible and egress stairs need to be usable.

Rationale: More people die in fires from inhalation of smoke and toxic vapors than from being burned by flames.

- F. Principle 6: Provide immediate standby power for emergency power and lighting. Provide emergency lighting throughout normally occupied areas and means of egress.

Rationale: Even with adequate detection, notification and means of egress, occupants need adequate lighting to see their way out of the building (and firefighters need it to see their way inside the building). If power and lights are not restored right away, panic may ensue and evacuation may be hindered.

- G. Principle 7: Provide effective integration of elevator recall functions with fire alarm systems. When smoke is detected in the elevator lobby, elevator machine room or elevator shaft, elevators must automatically return to:
- pre-designated levels (those with areas of egress) or
 - alternative levels (if the pre-designated levels are affected by the fire) This prevents elevators from stopping at floors affected by the fire. Thereafter, control of elevators must be turned over to firefighters for emergency operations. Lastly, the main power to elevators must automatically shut off when there is risk of activation of sprinklers in the elevator hoistway or machine room (which can cause elevators to act erratically).

Rationale: In a fire, control of elevators is critical. This gives firefighters additional means to access parts of the building if elevator operation is safe. And it prevents occupants from using elevators if operation is not safe.

- H. Principle 8: Limit fire risks of building contents. Consider fire resistance ratings of building materials / components and the flammability ratings of furnishings, carpeting, curtains and wall finishes.

Rationale: Building contents can serve as fuel for fires and emit toxic fumes and must be carefully selected.

- I. Principle 9: Conduct performance-based testing. Before occupancy, FLS systems must be fully operational and tested to the satisfaction of Marriott FLS representatives.

Rationale: Even the best designed FLS systems do not work if they are installed incorrectly.

14.2 General Requirements

A. Application: United States

1. The FLS Design Standards include design standards, performance criteria, reference standards and life safety process verification that define a comprehensive fire protection program in accordance with FLS Guiding Principles. Any MI owned, managed and franchised Brand property that complies with the FLS Design Standards will meet the MI FLS Guiding Principles (and thus will comply with this Standard). Coordinate requirements with other Chapters and in particular <10>, <12> and <15A>.
2. Application of these Standards to a specific project requires a design analysis.
3. When a MI property is integrated with or interconnected with another building, the building shall provide protection equal to the fire protection and life safety standards required for the MI property, as defined by FLS on a case-by-case evaluation.

B. Definitions:

1. High-Rise Building: A building where the floor of an occupiable story is greater than 23 m (75 ft.) above the lowest level of fire department access.
2. Back-of-House (BOH): Includes areas such as employee spaces, employee restrooms, laundry, offices, work areas, commercial kitchens storage areas, workshops, etc.
3. Guestroom: The term “guestroom” includes suites, residences, serviced apartments, interval ownership, hotel villas, etc.

C. Submittals: Prior to system installation or modification, submit one set of drawings, plus accompanying materials and documentation of the following for review and acceptance to:

1. Marriott Fire Protection & Life Safety:
 - a. Drawings Scale: Provide drawings at an accurate and easily readable scale.

b. Submittal Requirements:

- Floor Plans: Show floor areas (m² or sq. ft.) and rooms exiting, exit capacity, occupant load diagrams, door hardware and fire resistance ratings.
- Fire Alarm: System diagrams, shop drawings, equipment product sheets, voltage drop and battery calculations and sequence of operation matrix.
- Automatic Sprinkler & Standpipe: System shop drawings, hydraulic calculations, and equipment product sheets, fire pump test curve, and controller and transfer switch equipment sheet.
- Type 1 Grease Hood & Duct Fire Suppression: Equipment product sheets and drawings (plan and side views) indicating cooking equipment, hood and suppression system. See <10>.
- Emergency Power: Plans for emergency lighting and exit signs, and information on the emergency power provided.
- Smoke Control: System shop drawings, sequence of operations, riser diagrams and calculations (space volumes, air changes, make-up and exhaust, fan and equipment flow capacities, and locations).

c. Zurich Services Corporation:

- Automatic Sprinkler & Standpipe: System shop drawings, hydraulic calculations and equipment product sheets.
- Construction Drawings: Set of construction (contract) drawings.

2. Contact Information:

- a. Marriott International: Contact the Marriott Global Design Project Manager.
- b. Zurich Services Corporation, Mr. Jimmy Durkin, 225 Brennen Dr., Newark, DE 19713, USA. James.durkin@zurichna.com

14.3 Principle 1 - Obey the Law

- A. Laws & Governing Regulations: Comply with governing laws, codes and regulations even if not regularly enforced. If governing requirements conflict with MI' s Design Standards, contact FLS for resolution.
- B. Application: Current edition of all cited references are the basis for FLS Design Standards and are applicable to all MI managed, owned and franchised properties.
- C. **R** References & Resources:
 - National Fire Protection Association (NFPA) & International Building Code (IBC) Standards: The Life Safety Code - NFPA 101 and the IBC are the basis for FLS Design Standards. Compliance with the current version of NFPA and IBC is required in addition to the codes required by the governing authority.
 - Elevator & Escalator Safety Code: Current ASME A17.1 edition and supplements.
 - Testing Program: Provide Underwriters Laboratories (UL) listed materials, appliances and equipment.

14.4 Principle 2 - Fire Containment & Suppression

- A. **R** Standards: IBC, NFPA 13, NFPA 14, NFPA 1142, NFPA 22 and NFPA 20.
- B. Automatic Sprinkler, Water Mist & Standpipe System: Comply with code as written.
 - 1. Provide a complete hydraulically designed combination automatic sprinkler and standpipe system zoned by floor.
- C. Sprinkler & Water Mist Systems:
 - 1. System Options: Traditional sprinkler system or HI-FOG water mist system
 - 2. **R** Building Footprint: Sprinkler building areas within building "footprint" , including canopies required by NFPA 13.
 - 3. **R** Parking Structures: Provide sprinkler protection, unless greater than 50% of perimeter is open to exterior air and not under any portion of the building.
 - 4. **BP** Ballrooms & Exhibit Halls: Design the sprinkler system in compliance with Ordinary Hazard Group 1

5. **R** Utility Spaces: Provide complete sprinkler protection in electrical, mechanical, telephone and computer rooms.
6. **R** Loading Docks and Truck Bays: Provide sprinkler protection. If subject to freezing, provide dry pipe system.
7. **R** Freezer & Cooler Boxes: Protect with dry type sprinklers supplied from area wet pipe sprinkler system.
8. **R** Guestroom Closets & Pantries: Sprinklers are not required in clothes closets, linen closets and pantries within hotel guestrooms where the area does not exceed 2.2 m² (24 sq. ft.) and where the least dimension does not exceed 0.9 m (3 ft.) or within Residences where the area does not exceed 1.1 m² (12 sq. ft.).
 - Closets and pantries with washer, dryer, water heater, mechanical or electrical equipment require sprinklers.
9. **R** Guestroom & Residence Bathrooms: Sprinklers are not required if bathroom is less than 5.10 m² (55 sq. ft.) and have walls and ceilings of noncombustible or limited-combustible materials with a 15-minute thermal rating, including behind shower enclosures or tubs.
10. **BP** Coastal Areas: If within 16 km (10 miles) of the coastline, provide exterior galvanized pipe and fittings with corrosion resistant sprinklers for wet pipe and dry pipe sprinkler systems in exterior unconditioned spaces.
11. **BP** In buildings 4 stories or less in height, apply NFPA 13 instead of NFPA 13R.

D. Design Requirements:

1. **R** Water Source: Provide dependable source of water quantity and pressure from municipal water main or from on site cistern or tanks if municipal water is not available.
2. **BP** Safety Factor: Provide a 10% hydraulic safety factor up to a maximum of 0.7 bar (10 psi) for automatic sprinkler system and water mist system.
3. Pressure Reducing Valves:
 - Design system within maximum pressure of 12 bar (175 psi) without use of pressure reducing valves. If pressure reducing valves are necessary, obtain acceptance and specific design requirements from FLS.
 - Provide system flow, pressure and location information / signage at each PRV.
 - Size drain to accommodate sprinkler and standpipe flow.

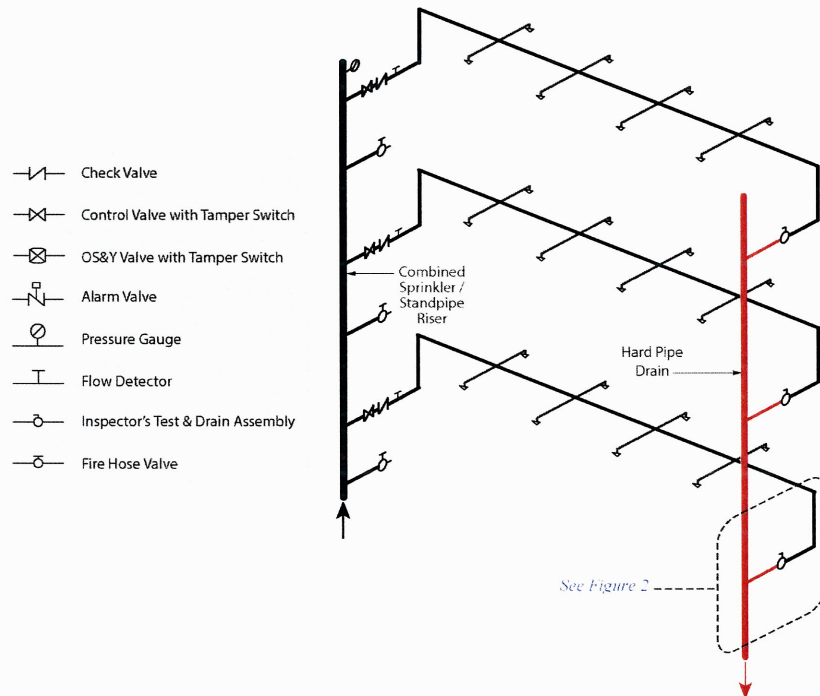
4. Control Valves: Provide the following:
 - a. Supervisory Signal Initiating Device (tamper switch): Provide for each control valve.
 - b. Access: Visible and readily accessible in the back-of-house area or stairwell.
 5. **R** Check Valves: Provide check valves at floor control valves as required to eliminate false activation of sprinkler waterflow alarms on other floors.
 6. Water Flow Switches: Provide retardant type. Initiate alarm signal between 30 and 60 seconds.
 7. **R** CPVC Pipe & Fittings: If provided, install in compliance with manufacturer's specifications. Use chemically compatible materials that contact pipes and fittings.
 8. Zoning:
 - a. Zone each floor / story separately at a minimum.
 - b. **BP** High-Rise Buildings: Connect guestroom and residential zone sprinkler piping to 2 risers at each floor interconnected with a control valve, check valve, flow switch and tamper switch at each riser.
 - c. Attic Spaces: Provide dedicated zone for attic spaces, separate from floor below.
 9. Fire Pumps: Locate fire pump drivers, fire pumps, fire pump controllers and fire pump power supplies (normal and standby) above the 100 year flood elevation and above the maximum anticipated hurricane storm surge elevations.
- E. Wet Pipe Sprinkler Systems: Provide for habitable spaces such as guestrooms, guestroom corridors, public and back-of-house areas.
1. **BP** Antifreeze (liquid) systems are not recommended.
 2. **BP** Insulation is not considered "freeze protected" .
- F. Dry Pipe Sprinkler Systems:
1. Design to provide water to the remote inspector test and drain assembly within 60 seconds.
 2. Provide system tank mounted compressor with a secured switch.
 3. **BP** Use steel schedule 40 pipe. Include grooved fittings with cut grooves with sealing type gaskets. Install piping with a pitch, including heated

areas.

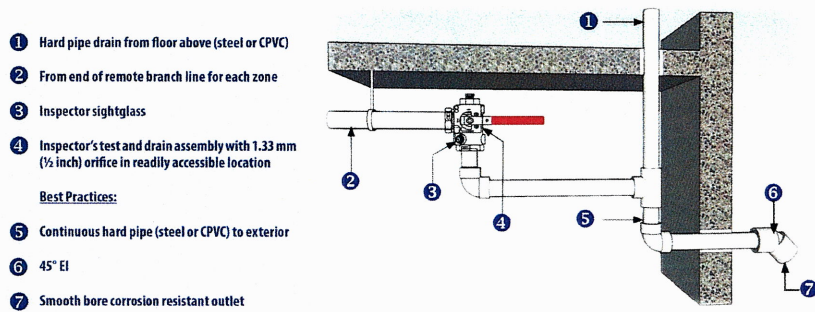
4. **BP** Dry type sprinklers supplied from the wet pipe sprinkler system may be provided in small unheated areas.

G. Remote Inspector's Test & Drain Assembly: See example diagrams.

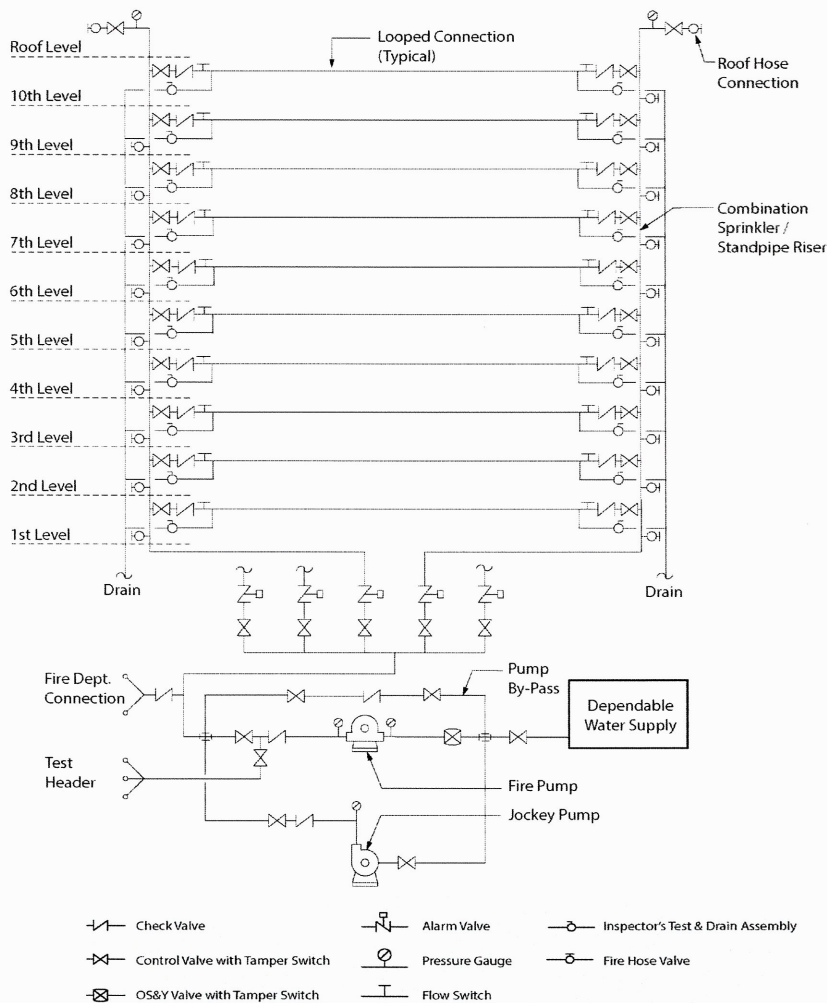
1. Locate at farthest (remote) end of each zone in readily accessible areas.
2. Drain Pipe: Provide continuous hard pipe (steel or CPVC) to exterior at ground level.
3. **BP** Sprinkler zones with dead end mains or more than one remote end, provide inspector's tests and drains at each dead end main and remote end.
4. Typical Zoned Sprinkler System



5. Test / Drain Assembly (Figure 2)



6. **BP** High-rise Sprinkler Riser Diagram



H. Sprinklers:

1. Provide 4.07 lpm / m² (0.10 gpm / sq. ft.) minimum discharge density for light hazard areas.
2. **R** Provide fast response / quick response type in the following:

a. **R** Sprinkler Table

Room / Space	Sprinkler Type	Temp. Rating
Guest & Public Areas	Quick Response	57° to 107° C (135° to 225° F)
Balcony (combustible)	Quick Response - corrosion resistant, dry, side wall	100° C (212° F)
Porches	Quick Response - corrosion resistant, dry, side wall	100° C (212° F)
Swimming Pools (indoor)	Quick Response - corrosion resistant	68° to 79° C (155° to 175° F)

3. **BP** Sprinkler type for a particular application are as follows:

a. **BP** Sprinkler Table

Room / Space	Sprinkler Type	Temp. Rating
Attic Systems	Quick Response - ventilated	100° C (212° F)
	Quick Response - unventilated	141° C (286° F)
Dry Pipe Systems	Quick Response - ventilated (unoccupied spaces)	100° C (212° F)
	Quick Response - unventilated	141° C (286° F)
Mechanical / Electrical	Quick Response	68° to 79° C (155° to 175° F)
Parking Structures	Quick Response	68° to 79° C (155° to 175° F)
Elevator Machinery	Quick Response	100° C (212° F)
Sauna / Steam Rooms Laundry Dryer Plenum	Quick Response - corrosion resistant	141° C (286° F)
Walk-in Coolers / Freezers	Quick Response - dry pendant	68° to 79° C (155° to 175° F)
Commercial Kitchens	Quick Response	79° to 107° C (175° to 225° F)
Storage	Quick Response	68° to 79° C (155° to 175° F)

4. **BP** Concealed (cover plate) sprinklers are not preferred.

5. **BP** Sprinkler Coordination:

- BP** Install sprinklers with the manufacturer' s minimum allowable projection from the wall or ceiling.
- BP** Coordinate locations of sprinklers at guestrooms and public areas to avoid location conflicts (such as crown moldings, HVAC grilles, ceiling fans).
- BP** In corridor ceilings, generally, position sprinklers along centerline of corridor width.
- BP** In ceilings with acoustical tiles, position sprinklers in center of tiles.

- I. Type 1 Grease Hood & Duct Fire Suppression System:
 - 1. A UL 300 system or equivalent.
 - 2. **BP** Ansul “Piranha” or “CaptiveAire Core” dual agent suppression system.
 - 3. Sequence of Operation: The hood and duct fire suppression system control units initiate the following:
 - a. Alarm Signal: Send fire alarm signal to FACP.
 - b. Gas: Automatically activate solenoid to turn off gas to affected cooking lines.
 - c. Power: Automatically turn off power to cooking appliances. Exhaust fan continues operation (unless required by manufacturer to shut down for proper operation of the system).
- J. **R** Linen & Trash Chutes:
 - 1. **R** Sprinklers: Install a sprinkler above the top service opening of the chute, above the lowest service opening, and above service openings at alternate levels in buildings over two stories in height.

14.5 Principle 3 - Fire Alarm System

- A. **R** Standards: IBC, NFPA 72
- B. Fire Alarm System: Comply with code as written.
 - 1. Provide entire building with a point addressable intelligent central fire alarm system from MI’ s accepted equipment vendors. See the Fire Alarm System Sequence Matrix. Coordinate with <15A>.
 - 2. Supervising Station Service: Provide an off-site supervising station service for Marriott properties that receives and records operation signals of the circuits and devices, and notifies the local fire department when a general alarm is activated.
 - 3. Campus Style Sites: Provide point addressable intelligent networking that reports to the continuously attended property location or provide other means of notification acceptable to MI.
 - 4. Testing: Provide the following at the Fire Alarm Control Panel (FACP) for MI Managed Properties only:
 - a. Individual disconnect buttons for testing purposes:

- Audible notification appliances and visual strobes (sounder base and guestroom hearing impaired strobe shall function upon guestroom smoke sensor activation)
- Door hold open mechanisms
- Elevator recall
- Air handlers and smoke control systems
- Audio/Visual (hotel music / sound and lighting dimming system)
- Carbon Monoxide (CO) accelerated test mode

5. **BP** Exterior & Unconditioned Areas: Provide National Electrical Manufacturer Association (NEMA) weatherproof box, rated devices and appliances (weatherproof, corrosion resistant) listed for exterior exposure.

C. System Smoke Sensors (Detectors):

1. Guestrooms, Suite Rooms and other Sleeping Units: Provide low voltage photoelectric system smoke sensors.
 - a. In units with separate sleeping spaces, such as suites and apartments, provide a system smoke sensors in each separate sleeping room and living room.
 - b. Guestroom smoke detectors shall send a supervisory signal to the FACP.
 - c. Guestroom smoke detectors shall be self-restoring signals.
 - d. Activation of room system smoke sensor to immediately and automatically sound an alarm within the room of incident and annunciate as a supervisory signal.
 - e. **R** System smoke sensor normal and emergency power is provided by the FACP.
 - f. **BP** To minimize unwanted alarms, avoid locating smoke sensors near the kitchen or bathrooms.
 - g. **R** Locate smoke sensors at the highest ceiling area in the room.
2. High-rise Buildings: Provide full area smoke detection in public common areas to include Guestroom Corridors.
3. **R** HVAC / Duct System Smoke Sensors:
 - a. **R** Provide remote test switch and indicator light accessible from floor level.
 - b. **R** Location: Provide downstream of air handling units (AHU) over

945 l/s (2,000 cfm).

- c. **R** Operation: Smoke sensor shuts down AHU upon sensing smoke and annunciates at fire alarm panel, but does not activate smoke exhaust system (if provided).
- D. Carbon Monoxide (CO) Detectors: Install system type CO detectors that are listed for life safety use and provide automatic alert tone (four pulse temporal pattern) in affected area. Connect to the FACP and annunciate as a supervisory signal.
 - 1. General: Provide in rooms and areas containing fuel burning appliances and equipment. Including but not limited fireplaces (including wood), kitchens, main laundry room, boiler/water heater room, pool equipment room, generator room and fire pump room.
 - 2. **BP** Combination Devices: Implementing exclusively CO or smoke detector devices is preferred. Avoid combination devices.
- E. **R** Alarm Notification Appliances: Provide audible notification appliances (speakers, mini-horns, horns, or sounder bases of system smoke sensors listed for general and local evacuation) and visual notification strobe lights in locations according to the following:
 - 1. Guestroom, Suite Rooms & other Sleeping Units:
 - a. Provide audible appliances in each sleeping room. In properties with separate multiple sleeping spaces, such as suites and apartments, provide in each sleeping room and living room.
 - b. If audible appliance is not listed for both local and general alarm, provide audible devices listed for each purpose in each sleeping room and living room.
 - c. **R** Simultaneously activate the audible notification devices located within the same suite or unit.
 - d. **R** Audible Appliance: Provide minimum audible alarm of 85 dBA at 3 m (10 ft.); minimum of 75 dBA “at the pillow” .
 - 2. **R** Hearing-impaired Designated Guestrooms, Suites, or Residential Units: Provide audible alarm appliances and visual alarm strobes.
 - a. **R** Arrange strobes to flash in each room or area, within 4.9 m (16 ft) direct line of sight from bed pillows, and bathroom when the following occurs:
 - System smoke sensors or (CO) detectors in rooms or units activate.
 - Building fire alarm notification alarms activate.

- b. **R** Strobe Light Rating: 177 candela - within 61 cm (24 inch) from the ceiling; 110 candela - more than 61 cm (24 inch) from the ceiling.
 - c. Hearing-impaired Guestroom Bathroom: 15 candela visual alarm strobe required.
- 3. **R** Public Areas, Corridors & BOH: Provide audible and visual notification appliances (including in public toilet rooms and guest laundry rooms).
- F. **R** Emergency Occupant Notification:
 - 1. **R** Automatic alert tone (three pulse temporal pattern).
 - 2. **R** Assembly Spaces Over 300 Occupants: Continuous cycle alert tone and automatic prerecorded voice message with manual voice communication override.
 - 3. **R** High-Rise Buildings: Continuous cycle alert tone and automatic prerecorded voice message with manual voice communication override.
- G. **BP** Manual Pull Stations: In lowrise buildings, provide at Reception Desk only, unless required in other locations by applicable codes.
- H. **R** Firefighter Communication Systems: Comply with governing code requirements.
- I. Sound and Lighting: Building sound system shall shunt and light dimming systems in public areas and assembly spaces shall turn on to full brightness on affected floors upon activation of the fire alarm system.
- J. Annunciator: Provide point address to indicate floor, specific location, device and type of alarm. Provide annunciators in areas monitored 24 hours by property employees (Security, AYS, PABX room, Reception Desk).
- K. Fire Alarm Matrix

General Notes:	System Smoke Sensors (1)	System Heat Detectors (7)	Elevator Lobby smoke detectors (2)	Guestroom System Smoke Sensors (3)	Manual Pull Stations	Waterflow Switches	Dry Sprinkler Pressure Switches	Type 1 - Grease Hood & Duct Fire Suppression	Low / High Air Supply Switches	Duct Smoke Sensors	Sprinkler Valve Tamper Switches	Fire Pump Signals (8)	Emergency Generator Signals (9)	Carbon Monoxide Signals
Reference numbers are shown in parenthesis (1) for "Notes / Notations" indicated below and in headings to the right.														
Fire alarm system devices are point addressable.														
On campus style properties, provide point addressable intelligent networking reporting to continuously attended property location														
Sprinkler system water flow and tamper switch alarms are annunciated on the FACP.														
FACP: Display an audible / visual alarm.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Remote Annunciator: Display an audible / visual alarm.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Audible / Visual Alarms: Activate audible / visual strobe appliances on affected floor. (5)	X	X			X	X	X	X						
Assembly Doors and Fire Doors: Release magnetic door holders on affected floor.	X	X				X	X							
Stairwell Pressurization: Automatically activate pressurization.	X	X			X	X	X							
Smoke Exhaust: Automatically activate exhaust system in affected zones.	X	X				X	X	(4)	(4)					
Guestroom Audible Alarms: Activate alarms in rooms on affected floor. (5)	X	X			X	X	X	X						
Guestrooms Audible / Visual Signals: Activate both signals in hearing impaired guestrooms on affected floor. (5)	X	X			X	X	X	X						
Local Audible Alarms: Activate audible alarms only in rooms containing alarm.				X										X (6)
Guestroom Local Audible / Visual Signals: Activate both signals only in hearing impaired guestroom containing alarm.				X										X (6)
Air Handlers: Automatically shut off associated air handlers.										X				
Cooking Area Gas / Electric: Automatically shut off associated cooking line gas & electric and makeup air handler								X						
Elevator Phase 1 Designated Level and Alternate Level Recall, Phase 2 Firefighters' In-Car Operation.			X											
Notes / Notations:														
(1) System smoke sensors not located in guestrooms.														
(2) Provide Elevator Phase 1 Designated Level and Alternate Level Recall, Shunt Trip Function and Phase 2 Firefighters' In-Car Operation in compliance with ASME A17.1, Elevator Code.														
(3) Guestroom Smoke Sensors: Provide photoelectric type, with sounder base (minimum ratings of 85 dBA, with 75 dBA "at the pillow"). In suites, multiple sensors shall activate simultaneously.														
(4) Except on guestroom floors, water flow alarms shall not activate smoke control exhaust fans where smoke control zones and fire sprinkler zones do not correspond.														
(5) Fire alarms shall activate only on floor of alarm. Governing authority may require additional zoning.														
(6) Carbon monoxide detectors in guestrooms, public and BOH areas shall activate an alarm in the guestroom and rooms of incident and at the fire alarm control panel.														
(7) Heat detectors are not recommended since fire sprinklers serve the same function.														
(8) Provide "fire pump run" and "fire pump fault" supervisory signals from controller to the FACP, as a minimum.														
(9) Provide "generator run" and "generator fault" supervisory signals to the FACP.														

14.6 Principle 4 - Means of Egress

- A. **R** Standards: IBC, NFPA 101, The Life Safety Code
- B. Application: Comply with code as written except "horizontal exits" are not permitted.
- C. **R** Guestroom Areas Corridors: Comply with the following:
 - 1. **R** Exits: 2 or more remote exits
 - 2. **R** Dead-End Corridor Limit: 15.24 m (50 ft.)
 - 3. **R** Common Path Limit: 15.24 m (50 ft.)
- D. Assembly Spaces:
 - 1. Occupant Load Factors:
 - a. Ballrooms, Meeting Rooms & Assembly Gathering Areas:
 - Greater than 70 m² (750 sq.ft.): 0.65 m² (7 sq.ft.) per occupant
 - 70 m² (750 sq.ft.) or less: 1.4 m² (15 sq.ft.) per occupant
 - b. Exhibit Halls, Restaurant, Lounges & Boardrooms: 1.4 m² (15 sq. ft.) per occupant
 - 2. Design Requirements:
 - a. **R** Dead-End Corridor Limit: 6.10 m (20 ft.)
 - b. **R** Common Path Limit: 6.10 m (20 ft.)
 - c. **R** Panic & Fire Exit Hardware: Provide hardware on assembly occupancy doors where occupant loads are 100 persons or more and on doors in the paths of travel to the exterior exit discharge.
 - d. **R** Remote Exits: Two or more remote exits are required from a space with an occupant load of 50 or more. The distance between the nearest edges of remote exits is a minimum of one third the greatest diagonal dimension of the space in sprinklered buildings.
 - Two remote exits required for 50 or more occupants
 - Three remote exits required for 500 or more occupants
 - Four remote exits required for 1,000 or more occupants
 - e. Operable Partitions: Doors in operable partitions do not qualify as exits, unless a door opens directly into an exit access corridor.
 - f. **R** Commercial Kitchen Areas: Exiting through Kitchens or other hazardous areas is not permitted.

- g. **R** Banquet Chairs: Provide a fastening device on banquet chairs to connect chairs to each other in rows to prevent individual chair displacement from blocking rows and aisles during emergency egress from assembly occupancies with more than 200 persons.

E. Egress Capacity:

1. Stairways: 7.6 mm (0.3 inch) width per person; a minimum width of 1.12 m.
2. Doors, Level Components & Ramps: 5 mm (0.2 inch) width per person.
3. **R** For stairways wider than 1120 mm (44 inch), the capacity may be increased using the following equation (imperial units only):
 - a. **R** Egress Equation: $C = 146.7 + (W_n - 44 / 0.218)$

C = capacity, in persons

W_n = nominal width of the stair (inches)

- F. **BP** Multi-Use Exits: Avoid sharing stairs and exit corridors with other properties (office, retail, residence, etc.). If unavoidable, submit and obtain acceptance from FLS of alternate facilities that safeguard the property operational and security integrity. See <1>.

- G. **R** Exterior Exit Path: Provide the required width for the exit capacity but not less than 90 cm (3 ft.), hard surfaced walkway leading to a public way.

- H. **R** Exit Discharge: Discharge one half of all exits directly to the building exterior.

I. Doors:

1. Exit stairwell doors are not permitted to be lockable from either side. Access control is not permitted.
2. Marked or designated exit doors or exit access doors are not permitted to be lockable in the direction of egress travel and hardware shall be capable of being operated with a single motion. Access control is not permitted.
3. In multi-use buildings (office, retail, residences, etc) that share exit stairwells and exit access corridors where safety is a concern, contact MI FLS.

- J. **R** Stair Handrails: At a minimum, provide handrails on both sides of stairways. See <16>.

- K. **R** Signage:

1. **R** Stair Signage: In stairs at each landing, include stair designation, floor level, if roof access is available and direction to exit discharge.
2. **R** Means of Egress Signage: Provide egress and exit sign quantities and locations as follows:
 - a. **R** Provide a minimum of two remote exit signs or directional exit signs, visible from locations in a corridor and in spaces with more than 49 occupants.
 - b. **R** Position exit signs to indicate available exits and exit directions, regardless of the exit distance from the sign to the exit.
 - c. **R** Place exit signs perpendicular to the occupant's line of sight.

14.7 Principle 5 - Smoke Control

- A. **R** Standards: IBC, NFPA 92, NFPA 101.
- B. Application - Automatic Mechanical Smoke Control: Provide automatic mechanical smoke control in the following locations in accordance with the IBC.
 1. Atriums or communicating spaces that connect three or more stories
 2. Underground assembly buildings having an occupiable floor more than 9.14 m (30 ft.) below the finished floor of the lowest level of exit discharge.
- C. **BP** Smoke Exhaust System Configurations - Underground Assembly Buildings:
 1. **BP** Zones: Each space is treated as an individual fire / smoke zone.
 2. **BP** Capacity: In spaces requiring smoke exhaust, provide a minimum of 10 to 12 air changes per hour.
 - a. **BP** In larger spaces such as atriums and exhibit halls, increase the air change rates.
 - b. **BP** Consult with FLS on project specific criteria.
 - c. **BP** Calculate zone volumes using slab to slab heights.
 3. **BP** Makeup Air: Provide makeup air for each smoke exhaust zone. Provide mechanical supply air no less than 70% of exhaust rate.
 4. **BP** Ducted System: Provide hard ducted smoke exhaust from each

smoke zone. Return air plenums and slot diffusers are not permitted for smoke exhaust systems.

5. **BP** Dampers: Provide motor operated, low leakage, automatic reset, dampers for smoke exhaust systems. Manual reset dampers are not allowed.
 6. **BP** Configuration: Separate supply grill from exhaust grill to promote sweeping of the smoke. Locate supply adjacent to exits so smoke is moving against the direction of egress. Provide adequate make-up air and exhaust points to eliminate dead spots and prevent excessive air velocities.
 7. **BP** Sequence of Operation:
 - a. **BP** Signal: The smoke exhaust system is initiated automatically by a signal from the fire alarm panel when an area smoke sensor is activated.
 - b. **BP** Smoke Exhaust Fan: Discharge damper fully opens. The fan starts and provides 100% exhaust to exterior.
 - c. **BP** HVAC System - Confined Areas: In zones where makeup air is not readily available (ballroom, meeting room, etc.), the return damper of the HVAC system serving the smoke zone closes and the supply fan reduces to 50% outside air.
 - d. **BP** Other Zones: Supply, return and exhaust fans for HVAC systems in other zones remain in normal operating mode.
- D. Smoke-Free Egress Stairwells: In high-rise buildings maintain smoke-free egress stairwells through one of the following, in compliance with NFPA 101. Coordinate with <15A> and refer to the Fire Alarm Matrix.
1. Natural Ventilation:
 - a. Open stairwells
 - b. Open balcony or vestibule
 2. Mechanical Vestibule Ventilation: Ventilate vestibule with not less than one air change per minute and provide exhaust at 150% of the supply.
 3. Mechanical Pressurization: Provide fans with variable frequency drive. Determine a single set point during commissioning with stair doors closed.
 - a. **BP** System Configurations: The following are approximate stair enclosure heights and typical design arrangements for fans and ducts:
 - 10 Stories: Single induction point

- 10 to 20 Stories: One fan at top and one at bottom
- 20 or More Stories: One or more supply fans ducted through stair with supply registers located every third floor.

b. Fan:

- Type: Provide fan with variable frequency drive. Determine a single set point during commissioning with all doors closed.
- Supply Damper: Motor operated, low leakage

c. Design Pressure: Provide pressure differential sensors to measure the difference across doors of not less than 12.5 N m² (0.05 inch w.c.).

4. **R** Other Criteria:

a. **R** Doors: 13.50 kg (30 lbs.) maximum opening force across doors into egress stairs.

b. **R** Sequence of Operation - Stair Pressurization:

- Initiation: System is initiated by a signal from the fire alarm panel due to activation of either a public space (excluding guestrooms) smoke sensor or sprinkler flow switch.
- Supply Damper: Upon activation, supply damper fully opens and stairwell pressurization fans start.

E. **R** Smoke Control Panel: Provide a smoke control panel for manual control of equipment that is part of the smoke control system with Hand-Off-Automatic (HOA) and pilot lights to indicate status and fault monitoring (one switch and lights for each zone).

1. **R** Location: Position the smoke control panel at the location of the main fire alarm panel.

2. **R** Power: Provide internal power source for manual operation of all equipment. Provide voltage same as fire alarm system.

3. **R** 'Hand' Position: Manually activates all equipment into smoke control mode.

4. **R** 'Off' Position: Shuts down the equipment and returns all dampers to their normal mode.

5. **R** 'Automatic' Position: Allows system to operate in normal building mode, or in smoke control mode upon receipt of a signal from the fire alarm panel.

14.8 Principle 6 - Standby power

- A. **R** Standards: IBC, NFPA 110, NFPA 70 (NEC), NFPA 101
- B. Application: Comply with code as written.
- C. **R** System Requirements: Provide standby power for emergency power and lighting in the event of loss of normal incoming electrical service.
- Transfer from one power source to another must take no longer than 10 seconds.
 - See <15C> for backup operational power loads to maintain property operations.
- D. Emergency Lighting: See <15C>. Provide emergency lighting for code required egress, property operations and safety as follows:
- Administrative common area
 - Egress paths and stairs
 - Employee Cafeteria / Breakroom
 - Employees lockers and toilets
 - Engineering / Maintenance Office
 - Exit signs
 - Exterior exit door discharge
 - Fire Command Room (high-rise buildings)
 - Fire Pump / Sprinkler Riser Room
 - Fitness Center
 - Indoor Pool Room
 - Kitchens (commercial F&B preparation areas)
 - Laundry
 - Mechanical, electrical and elevator rooms
 - Meeting Rooms, Ballrooms, Exhibit Halls
 - PABX & AYS Room
 - Parking Structure
 - Public stairs and steps
 - Reception Desk
 - Restaurants, Lounges
 - Spa Treatment Rooms
 - Security Office
 - Telephone Equipment Room

14.9 Principle 7 - Elevator Recall

- A. **R** Standards: IBC, ASME A17.1
- B. Application: Comply with code as written.
- C. **R** System: Provide Elevator Phase 1 Designated Level and Alternate Level Recall, Shunt Trip and Phase 2 Firefighters' In-Car Operations in compliance with ASME A17.1; see <12>.
- D. **R** Central Control Station (Fire Command Room): High-Rise Buildings: Provide at a location acceptable to the governing authority. See <15A>.

14.10 Principle 8 - Building Contents

- A. **R** Standards: IBC, NFPA 101, NFPA 82, NFPA 13
- B. Application: Comply with code as written. See FF&E criteria.
- C. **R** Fire Resistance Ratings: Fire resistance ratings of walls, doors, shafts, stair enclosures, floor / ceiling assemblies and flammability ratings of furnishing, carpeting, curtains and wall finishes shall comply with IBC. See FF&E criteria.
- D. Linen & Trash Chutes: Provide metal, prefabricated manufactured chute within a fire rated shaft.
 - 1. **R** Chute Vent: Extend (full size) a minimum of 90 cm (3 ft.) above the roof line.
 - 2. **R** Loading Door: Protect chute openings with a fire rated loading door, located within a service opening room (vestibule).
 - 3. **R** Room Enclosure:
 - Construct the service opening room (vestibule) with a 1-hour fire rated enclosure and 45-minute fire rated door.
 - Construct the discharge room with a 1-hour fire rated enclosure and 1-hour fire rated door.

14.11 Principle 9 - Systems Testing

- A. Application: Before a property is occupied, the fire protection and life safety systems shall be fully operational, contractor tested and certified to the satisfaction of a Marriott FLS Representative.
- B. **R** Automatic Sprinkler, Water Mist & Standpipe System:
 - 1. **R** Flush and pressure test system.
 - 2. **R** Fire pump shall be tested and certified by the manufacturer.
 - 3. **R** Underground mains flushed and tested.
 - 4. **R** Perform PRV test.
- C. **R** Type 1 Grease Hood & Duct Fire Suppression: Pretest all coordinated components by activation of hood and duct suppression system control unit.
- D. **R** Fire Alarm: Pretest and operate system without trouble lights exhibited.
- E. **R** Mechanical Smoke Control:
 - 1. **R** Balance Report: Prior to testing smoke control systems, HVAC systems shall be contractor tested and balanced. Test and balance report shall be available.
 - 2. **R** Smoke Exhaust: Mechanical smoke exhaust systems in atriums and underground assembly buildings shall be tested in accordance with the requirements of International Building Code (IBC) section 909 and the approved rational analysis.
 - 3. **R** Stair Pressurization: Test and operate the system, concurrently with the smoke exhaust system (if provided), to confirm design pressures and door opening force.
- F. **R** Emergency Electrical Systems:
 - 1. **R** Generator shall be operational and tested to automatically activate upon loss of normal incoming power and to provide standby and emergency service to operate emergency lighting and specified systems.
 - 2. **R** Battery standby power and UPS systems providing emergency power and lighting shall be fully operational.
- G. **R** Elevator Recall & Firefighters' Operation: Elevator Phase 1 Designated Level and Alternate Level Recall and Phase 2 Firefighters' In-Car Operation Features shall be fully tested in compliance with ASME A17.1.
- H. **R** Central Control Station (Fire Command Room): Panels, indicators, controls and systems shall be operational, tested and accepted.

- I. **R** Means of Egress: Facilities for means of egress shall be operational and unobstructed.

Exhibit "D"

Maintenance and Repair Standards

1. **Damage.** LHO shall make the utmost effort to prevent any damage from happening to the Leased Premises. In the event damage is caused to the Leased Premises by LHO or LHO's guests, LHO shall be solely responsible to repair or replace the damaged area.
2. **Rubbish Removal and Pick-up Locations.** LHO is responsible for its own janitorial service for the Leased Premises and is responsible to see to it that such janitorial service disposes of all trash and refuse in the trash receptacles out of public site. LHO is responsible for the removal of all trash and packing boxes in the Leased Premises. No trash will be left curbside except on trash pick up days.
3. **Long Term Storage of Rubbish Prohibited.** To prevent the endangering of health and safety and the spread of vermin, long term storage of rubbish within the Leased Premises, except in pick-up locations, is forbidden. All storage of rubbish, garbage or other debris within the Leased Premises will be in a manner which prevents the spread of vermin and unnecessary fire hazards.
4. **Hazardous Waste.** All hazardous waste must be stored within the Leased Premises in accordance with current laws and administrative regulations. It must be removed directly to licensed removal service vehicles and may not be left or stored within or outside the Leased Premises.
5. **Storage.** No freight, personal property or refuse is permitted to accumulate on the sidewalks, parking areas, near the entrances, passageways, loading docks or lobbies.
6. **Smoking.** No smoking is permitted within the Leased Premises. LHO's staff shall not be permitted to smoke within 40' of a public entrance of Leased Premises or the public entrances to the adjoining convention center and hotel property.
7. **Leased Area.** The public space inside the convention center and hotel are not included in this Lease Agreement. Any specific short term space requirements are to be contracted between LHO and the convention center/ hotel operator.
8. **Curb Appeal.** The Leased Premises is to be maintained such that the curb view of the properties is pleasant and inviting. The buildings are to be clean, neat and with out debris or any visible broken elements.
9. **Interior Maintenance.** The interior of the Leased Premises are to be pest (rodent/insect/bird) free. If any pests are viewed, LHO will be required to hire a pest control company.

10. **Noise.** LHO shall make concerted efforts to reduce noise during events so as not to affect events at the adjoining convention center and hotel property.

11. **Parking Plan.** Staff working at either the Kleiss Saloon or Stevens House are not to park on any of the off loading areas including but not limited to Vine Street from Mifflin Street to Queen Street, nor on Queen Street from King Street to Vine Street.

12. **Loading Dock Usage.** The LCCCA loading dock maybe used to load and unload freight. Such freight must be received by LHO, and not by the LCCCA or its designated operator of the convention center. Prior approval of delivery times is required for the loading docks since the loading docks will have times of extremely high volume.

13. **Signage.** All exterior signage will be subject to the reasonable approval of LCCCA and shall comply with the Zoning Ordinances and other ordinances of the City of Lancaster. No temporary signage may be placed at the exterior entrance to the Kleiss Saloon on Vine Street without LCCCA's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.