

FOR REFERENCE/INFORMATION PURPOSES ONLY

EXHIBIT "C"

Recapture Work

For purposes of this Exhibit, the "Demised Premises" is the approximately 51,000 square feet remaining after deducting the Recaptured Premises.

Tenant, at Landlord's cost and expense, shall complete the following work (which shall be included in "Tenant's Work") prior to delivery of the Recaptured Premises to Landlord:

- (i) install a demising wall between the Demised Premises and the Recaptured Premises ("the Demising Wall") and such wall shall have a minimum of one-hour fire resistance rating and be tight to deck with one-hour sealant in metal deck flutes or otherwise as required by Legal Requirements. The Demising Wall shall also be insulated with a minimum of 3-1/2" fiberglass batt insulation and be taped, spackled, sanded smooth to a level 4 finish on the side of the wall inside the Recaptured Premises. The Demising Wall shall be located in the area shown on the plan attached hereto as Exhibit "C-1".

Landlord, at Landlord's cost and expense, shall complete the following work ("Landlord's Work") all in accordance with the Schedule and the Final Plans:

- (j) cut and cap all utility lines in accordance with code which would otherwise serve the Recaptured Premises such that all remaining utility lines and services are exclusive to the Demised Premises. Landlord, at its election, may elect to extend a branch main for sprinkler service from the existing sprinkler riser in the Demised Premises into the Recaptured Premises. In the event Landlord makes such election, Landlord shall install any valves and/or flow alarms at Landlord's sole cost and expense. Such work shall be coordinated with Tenant and shall be done after Tenant's normal business hours. Landlord shall pay Tenant's personnel and/or security costs related to same.
- (k) Demolish the existing mezzanine, including stairs (the "Mezzanine Work").
- (l) provide and install a new storefront/ventilator with wired and opening exterior automatic sliding doors and wired and opening interior vestibule automatic sliding doors. Doors shall be full breakout bi-parting entry doors to meet Tenant specifications per Tenant's Prototype Plans, including, but not limited to, a minimum window frame height of ten feet (10') above finish floor and min 3/8" insulated tempered glass. The storefront shall include all storefront structural components and voids completed and clad with storefront metal. Storefront shall be weather tight. Landlord shall not commence installation of the storefront until Landlord obtains Tenant's written approval of storefront design.

C-1

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- (iv) Landlord shall construct a new exterior facade in accordance with Tenant's prototype plans and specifications, adjusted to fit the footprint of the Demised Premises. Landlord shall not commence construction documents until Landlord obtains Tenant's written approval of facade design. Completed front elevations are required for approval with all prototypical finishes. The work described in (ii) and (iv) is referred to as the "Facade Work". The Facade Work shall include closing in the parts of the existing entrance which are glass.
- (v) Landlord shall install a new structurally sound and watertight roof including all parapet caps, canopies, skylights, curb caps, and overhangs (the "Roof Replacement Work"). Such new roof shall have a minimum fifteen (15) year warranty on the entire roofing system. A copy of such warranty shall be provided to Tenant within thirty (30) days after completion of the Roof Replacement Work.
- (vi) Landlord shall supply and install all roof curbs and flashing for units that are integral to the separation of the mechanical systems per manufacturer's specifications and complete all roof penetrations and any structural improvements required to accommodate the installation of any new HVAC units (HVAC units by Tenant) at the locations determined by Tenant.
- (vii) Parking and driveway areas shall be free from cracking, depressions or standing water and shall be clearly striped to meet all local code requirements. The parking area shall have a minimum of 1.5-foot curbs per square foot that meets or exceeds code. All parking lot lighting shall be in good working order and lit with any expanded bulbs replaced prior to Tenant's acceptance. The Protected Parking Area will be repaved, resurfaced, and restriped. Landlord will also repaint all curbing that is curvately painted and any curbing that code requires to be painted.
- (viii) Landlord to ensure sidewalks, curb cuts and handicap parking (accessible route) is in compliance with current ADA, ANSI, and governing restrictive standards and all curbs shall be repainted.
- (ix) All pylon, monument or similar exterior sign structures upon which Tenant is authorized to place a sign panel or sign shall be constructed or refurbished, properly illuminated and in good working order.
- (x) The Shopping Center common areas shall be in compliance with all Legal Requirements (including, without limitation, being free of all applicable building code violations and being in compliance with the Americans with Disabilities Act). Landlord shall timely perform all work and cure all violations of Legal Requirements for the Shopping Center (outside of the Demised Premises), which may be necessary in order to obtain a permanent certificate of occupancy for the Demised Premises allowing Tenant to operate its business in the Demised Premises, including but not limited to the ADA path of travel, ramps, grades and slopes.

C-2

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The Facade Work shall be subject to the following conditions:

- (a) Landlord shall perform the Facade Work in phased areas to minimize disruption with Tenant's business operations;
- (b) Prior to commencing the Facade Work, Landlord shall provide a scope of work and sequenced schedule for all work to be performed for Tenant's review and comment;
- (c) Once the Facade Work has been commenced, it must be completed within ninety (90) days (the "Facade Outside Completion Date"), TIME BEING OF THE ESSENCE. Landlord shall perform the Facade Work only during the period of May 1 - October 15. Any facade construction for the Recaptured Premises (or any other premises in the Shopping Center) shall be completed within ninety (90) days of commencement and shall not occur during the months of November or December or the four (4) weeks prior to Easter and shall be staged from the Excess Land.
- (d) Any demolition or other work causing excessive noise shall be performed before or after the store's opening hours. Landlord shall install a tunnel leading to the entrance of the Demised Premises to protect employees and customers. The tunnel should be wide enough for customers with carts traveling in opposite directions to pass each other;
- (e) All contractors performing the Facade Work shall carry the minimum amounts and coverages set forth in Article 18 and name Tenant as an additional insured;
- (f) All debris generated by the Facade Work shall be stored in appropriate dumpsters in locations on the Excess Land (as shown on Exhibit "A" attached), and removal of debris shall only occur off hours either before the store is opened or after it is closed;
- (g) All construction work shall be staged from the Excess Land and all materials, generators or supplies used or to be used in connection with the Facade Work shall be stored in staging locations on the Excess Land. Landlord shall notify Tenant of the times it will be lifting supplies to roof and all such lifting of supplies from the front or rear of the Demise Premises or loading dock areas shall occur off store hours for safety purposes; and
- (h) No contractors or others performing the work or supplying materials shall park their vehicles within the Protected Parking Area or Critical Areas or near any loading dock so as to interfere with parking for customers of the Demised Premises or deliveries.

C-3

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- (a) Landlord shall perform the Roof Replacement Work in phased areas with appropriate provision for sections and seams/breaks in the roofing due to the phasing of the project;
  - (b) Prior to commencing the Roof Replacement Work, Landlord shall provide a scope of work and sequenced schedule for all work to be performed for Tenant's review and comment;
  - (c) Landlord shall perform the Roof Replacement Work during the period of May 1 - October 15. Once the Roof Replacement Work has been commenced, it must be completed within six (6) weeks (the "Roof Outside Completion Date"), TIME BEING OF THE ESSENCE;
  - (d) Landlord shall tarp and seal all openings (so as to prevent water or debris from entering the Demised Premises, and shall install a protective tarp or other barrier under the roof edge for any portion of the roof being removed to protect from falling debris;
  - (e) All contractors performing the Roof Replacement Work shall carry the minimum amounts and coverages set forth in Article 18 and name Tenant as an additional insured;
  - (f) All debris generated by the Roof Replacement Work shall be stored in appropriate dumpsters in locations on the Excess Land (as shown on Exhibit "A" attached), and removal of debris shall only occur off hours either before the store is opened or after it is closed;
  - (g) The Roof Replacement Work shall be staged from the Excess Land. Landlord shall notify Tenant of the times it will be lifting supplies to roof and all such lifting of supplies shall occur off store hours for safety purposes; and
  - (h) No contractors and others performing the work or supplying materials shall park their vehicles within the Protected Parking Area or Critical Areas or loading dock so as to interfere with parking for customers of the Demised Premises or deliveries.
- Landlord's completion of the Mezzanine Work shall be coordinated with Tenant's phasing for the remodeling of the Demised Premises.
- If by reason of the performance of Landlord's Work (or any portion thereof) Tenant is unable to utilize all of the Demised Premises, all rent shall abate during the period of such deprivation or impairment. If by reason of the performance of Landlord's Work (or any portion thereof) Tenant is deprived of use of part of the Demised Premises, but is operating in a portion of the Demised Premises, or if Tenant is deprived of the use of any of the Protected Parking Area (excluding the Excess Land) or Critical Areas, rent shall abate proportionately during the period of such deprivation.

C-4

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In the event Landlord fails to substantially complete the Facade Work by the Facade Outside Completion Date, the Roof Replacement Work by the Roof Outside Completion Date or substantially complete the Facade Work or Roof Replacement Work, Demising Work within the timeframe set forth above subject to a day for day extension due to fire, flood, hurricane or other casualty provided Landlord gave Tenant written notice of the occurrence of same within three (3) business days of the commencement of such event, Tenant shall be entitled to pay Substitute Rent (as hereinafter defined) in lieu of Minimum Rent until Landlord has substantially completed such items. For purposes of defining "substantially complete" or "substantial completion" in connection with Landlord's Work, such terms shall mean that the work is substantially complete and subject only to minor punchlist finishing items; that there are no items of Landlord's Work remaining that would in any way restrict Tenant from operating without more than a de minimis interference and providing unobstructed access to the Demised Premises; and any elements of Landlord's Work required to be completed as a condition precedent to the issuance of an occupancy permit for the Demised Premises have been properly completed, subject to punch-list items. For purposes hereof, the term "Substitute Rent" shall mean fifty percent (50%) of Minimum Rent.

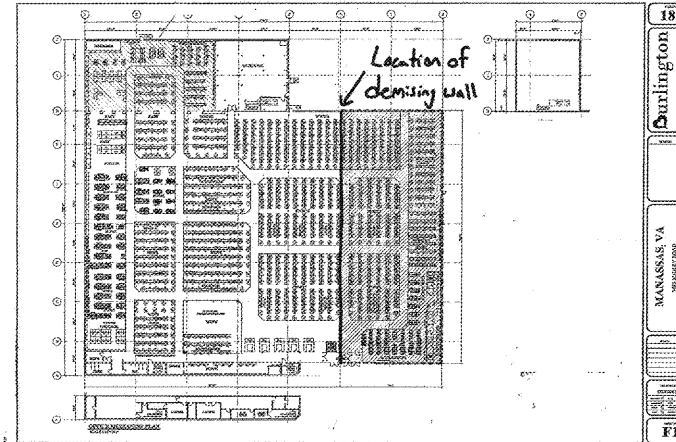
C-5

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EXHIBIT "C-1"

Location of Demising Wall

(see attached page)



188  
Burlington  
MANASSAS, VA  
F1

C-1-1

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Date: 02/22/16

William J. Fearon AIA  
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CLIENT & PROJECT

**Burlington**  
BURLINGTON STORES, INC.  
1830 ROUTE 130 NORTH  
BURLINGTON, NEW JERSEY  
08016

INTERIOR TENANT IMPROVEMENT  
FOR BURLINGTON STORES AT

MANASSAS, VA  
STORE #188

SUDLEY TOWN PLAZA  
7685 SUDLEY ROAD  
MANASSAS, VA 20109  
PRINCE WILLIAM COUNTY

DISTRIBUTION:	DATE
0 PERMIT SUBMISSION	02/22/2016

PROJECT INFO:

PROJECT NUMBER:	9333.10
DRAWN:	PPW
CHECKED:	JMD

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DRAWING NAME & TITLE:  
LANDLORD WORK LETTER

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Order Plans