**Example one**

(The following four pages) **Depicts a typical retail shop “vanilla shell” delivery.**

Single Story – Grocery Anchored type product

and

**the 2nd example one**

**depicts a cold dark shell delivery;**

Mixed Use - Retail under Residential

**the 3rd example one**

and

**a restaurant cold dark shell delivery.**

**DESCRIPTION OF LANDLORD'S WORK- Typical Retail Vanilla Shell**

TENANT IMPROVEMENT ALLOWANCE AND DESCRIPTION OF LANDLORD'S WORK:

**Example one**

I. TYPICAL RETAIL SHOP MODEL

 A. GROSS AREAS

 Sales Area 55'-10" x 20'-0" 1,117 SF

 Toilet 7'-0" x 5'-5" 42 SF

 Storage Area 20'-0' x 14'-3" - (Less 7'-0" x 5'-5" 243 SF

 Toilet Area = 42 SF)

 1,402 SF

 B. SALES INTERIOR INCLUDES

 Per 1,117 SF Sales Area

 Walls: 132 LF Gypsum board ready for paint

20 LF Bronze anodized aluminum storefront with entry door

 Floor: 1117 SF Smooth concrete slab (4"), ready for covering

 Ceiling: 1117 SF 2 x 4 lay-in acoustical, 10'-0" height

 Doors: 1 EA Entry bronze anodized aluminum storefront

 1 EA 3'-0" x 6'-8" wood to storage

 HVAC: 4 EA 24" x 24" supply diffusers in ceiling

 1 EA 24" x 24" return grille in ceiling

 1 EA Thermostat

 Electrical: 10 EA 2 x 4 fluorescent light in ceiling

 1 EA Exit light with battery backup

 1 EA Exit/emergency combination light

 8 EA Duplex receptacles on demising walls,

 spaced at 15'-0" on center and 18" above the

 floor

 C. STORAGE INTERIOR INCLUDES:

 Per 243 SF Storage Area

 Walls: 56 LF Gypsum board ready for paint

 12 LF Concrete block, ready for paint

 Floor: 243 LF Smooth concrete slab, ready for covering

 Ceiling: 243 SF Exposed structure

 Doors: 1 EA 3'-0" x 6'-8" wood to sales

 1 EA 3'0" x 6'-8" wood to toilet

 1 EA 3'-0" x 7'-0" hollow metal to exterior

 HVAC: 1 EA 8" x 6" supply diffuser in wall

 Electrical: 1 EA 8'-0" fluorescent strip light fixture

 1 EA Exit light with battery backup

 1 EA Remote emergency light

 1 EA 208/120v, 225 amp panel

 2 EA Duplex receptacles

 D. TOILET INTERIOR INCLUDES (1 Toilet Area Per Tenant):

 Walls: 3 sides painted gypsum board, rear wall painted concrete block

 Floor: Vinyl floor with rubber base

 Ceiling: 2 x 4 lay-in acoustical, 8'-0" height

 Doors: 1 EA 3'-0" x 6'-8" wood to storage

 HVAC: 1 EA 70 CFM exhaust fan

 Plumbing: 1 EA Water closet

 1 EA Lavatory, wall-hung

 Electrical: 1 EA Wall bracket light fixture

 1 EA Duplex Receptacle

 Specialties: 1 EA 18" x 30" mirror

 1 EA 36" grab bar

 1 EA 42" grab bar

 1 EA Paper holder

II. DESCRIPTION OF LANDLORD'S WORK

 Landlord's work shall be done in accordance with the specifications set forth below, shall be limited to the work set forth below and shall exclude all other work on the Premises or elsewhere.

 A. PUBLIC AREAS

 1. Clearing, grading, and landscaping of public areas in Shopping Center.

 2. Paving, marking, and lighting of the roadway and parking areas of Shopping Center.

 3. Providing open sidewalks.

 B. STRUCTURE

 1. The foundation, columns, structural frames, beams and floors shall be designed to carry loads in accordance with governing building codes.

 2. Any walls enclosing interior tenant space which are below the finished grades and which are in contact with the soil shall receive dampproofing.

 3. The roof of the Premises shall be an insulated, single-ply membrane, bondable roof.

 C. UTILITIES

 1. Electricity. Landlord shall provide, or cause to be provided, electrical conduit service to the boundary line of the Premises, with a capacity of 150 amps and any additional capacity needed shall be provided by Tenant at Tenant's expense.

 Landlord shall not provide or pay for the cost of any other electrical facilities required by Tenant such as, but not necessarily limited to: panels, conduits, wiring, signs, sign transformers, burglar alarms, intercommunications systems, TV installations, light fixtures or appurtenances. All of such items shall be furnished and installed by Tenant.

 2. Water and Sewer. Water pipe and sewer pipe shall be brought to the boundary of the Premises by Landlord. All other plumbing facilities shall be furnished and installed by Tenant. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy, Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered, and on default in making such payment Landlord may pay such charges and collect the same from Tenant.

 3. Telephone Conduit. Tenant shall provide all telephone conduit and wire within the Premises.

 D. LANDLORD FURTHER AGREES TO PERFORM THE FOLLOWING TENANT'S WORK

 1. 4" concrete slab on-grade.

 2. Partition walls between shop spaces to be metal studs, gypsum board to deck, one-hour rated; rear wall to be either exposed masonry or drywall per Landlord's Architect.

 3. Toilet area walls to have gypsum board. Either exposed concrete block or drywall on rear wall per Landlord's Architect.

 4. Ceilings shall be 2' x 4' suspended ceiling tile.

 5. Storefront to be glass and bronze anodized aluminum as per Landlord's Architect's design.

 6. Electrical design criteria shall be as follows:

 a. 150 AMP main service at each shop space.

 b. Receptacles at 15 feet on center on side walls in sales area.

 c. Light fixtures shall be 2' x 4' lay-in fluorescent type in sales area. The fixtures shall be 8' on center for the width of store, and 12' on center for the depth of store. Provide one (1) fixture per 112 square feet at front of shop area (sales area). Provide one (1) 8' fluorescent strip fixture per 250 square feet at rear 20% of shop area (storage area).

 d. Toilet area shall have a wall bracket light fixture and exhaust fan.

 7. Heating, ventilating and air conditioning:

 a. Tonnage of air conditioning shall be based on an average of one ton per 400 square feet of sales area. Electric cooling/gas heating.

 8. Plumbing:

 a. Each shop space to have one toilet with lavatory and tank type water closet.

 9. Shops to be sprinklered based on ordinary design.

**the 2nd example one**

**Exhibit "B" – Landlord’s Work - Cold Dark Shell**

**Retail Below Residential**

This Exhibit “B” sets forth the standard work to be performed by Landlord in constructing a cold dark shell condition for the Demised Premises. The work described below, together with any work to be undertaken by Landlord (if any) pursuant to the terms of the Lease shall be referred to in this Exhibit “B” and the Lease as “Landlord’s Work”. Capitalized terms not defined in this Exhibit “B” shall have the meaning ascribed thereto in the Tenant’s Lease.

In the event of any conflict between the terms and provisions of this Exhibit “B” and the Lease, the following order of priority shall be determinative in resolving such conflicts among the various documents:

1. Exhibit “B”

2. Lease

1. **General Requirements**
	1. Retail spaces shall be constructed as cold, dark shell.
	2. Demising partitions shall be provided, as described in the section captioned “Walls” below.
	3. As described below, any available utilities shall be stubbed to retail spaces in an effort to minimize tenant impact to shell construction.
	4. Please reference the Lease Outline Drawing (“LOD”) which has been or will be supplied to Tenant for exact clear height and utility locations for the Demised Premises. It is anticipated that an 18” residential plumbing zone below overhead structural slab will be required.
	5. Note that Tenant’s architect is required to field verify with Landlord’s representative existing clear heights, column spacing and structural beam placement for the Demised Premises prior to commencement of preliminary store design drawings.
2. **Storefront**

 Landlord shall design and construct the storefront system on the Tenant’s behalf, with Landlord paying the cost of the storefront system up to $\_\_\_\_\_\_ and Tenant paying all costs above Landlord’s allowance. Should the Tenant elect to construct the storefront for their Demised Premises, Tenant shall be required to provide a color rendering of the proposed storefront design for LL review and approval. The storefront shall be designed to accommodate Tenant’s bathroom intake/exhaust as well as makeup air (if necessary) through louvers in Tenant’s storefront.

1. **Ceilings**

Exposed underside of concrete slab and concrete structural members. It is anticipated that an 18” residential plumbing zone below overhead structural slab will be required. In the event that Tenant desires to enclose any utilities which Landlord has not previously enclosed, such enclosure shall be subject to Landlord’s prior approval, but shall be at Tenant’s sole cost and expense.

1. **Water**
	1. Landlord shall provide domestic water line stubbed via insulated copper main into each space with stubs sized at 2”. Location of such stub will be as indicated on the LOD for the Demised Premises. If Tenant requires water pressure in excess of that which can be provided by the local utility company, the water pressure may be boosted by Tenant at Tenant’s expense. A remote readout submeter (specified by Landlord) shall be installed by Tenant at Tenant’s expense.
	2. Landlord shall provide a fire protection riser and upright sprinkler system separate from the domestic water system. Modifications to sprinkler system to accommodate Tenant’s specific use or requirements shall be made by Tenant at Tenant’s expense.
2. **Sanitary Sewer**

Landlord shall provide a 4" sanitary sewer waste main available to each space at an elevation suitable to gravity drain, per local code, from any location within the Demised Premises. At a location to be indicated on the Lease Outline Drawing for the Demised Premises, the sanitary line shall be “stubbed up” for connection by Tenant.

1. **Grease Waste**

Landlord shall provide grease main for ready access by each restaurant space at an elevation suitable to gravity drain, per local code, from any location within the Demised Premises. Grease main shall be tied to a common grease trap system located outside the Demised Premises.

1. **Gas**

Landlord shall provide gas service stub to restaurant spaces for cooking use only. Tenant water heater and HVAC heating source will be electric. Landlord shall locate gas meter banks at an exterior wall with ready access by the Utility, screened from public view. Note that meters, gas pressure regulators and gas piping from the meters to Tenant’s equipment shall be provided by Tenant, at Tenant’s expense.

1. **Power & Communications**
	1. Power - Landlord shall provide an interior electrical room with ready access by the Utility. Service gutters shall be pre-determined for tenant metering locations. Tenant shall install all disconnects, panels, meters/meter base/current transformer. Power characteristic shall be 208 volts at 42 watts/sf for retail (200 amp to 400 amp services) and 65 watts/sf for restaurant and fast casual food service. Landlord shall stub conduits with pull string to tenant space. Note that conductors installed in the conduit serving the Demised Premises will be furnished and installed by Tenant at its expense. The cost of increasing service, where available, and all expenses of relocating existing service as previously installed shall be at Tenant’s expense as part of Tenant’s Work. Notwithstanding the foregoing, Landlord reserves the right to perform such work, at Tenant’s cost, with the cost to be based upon the cost per lineal foot as determined by Landlord’s Project Electrical Contractor.
	2. Communications – Landlord shall stub one (1) one-inch (1”) [correct?] empty conduit with pull string to tenant space, for telephone and data service to the Demised Premises. The cost of increasing service and expenses of relocating existing service as previously installed shall be at Tenant’s expense. Notwithstanding the foregoing, Landlord reserves the right to perform such work, at Tenant’s cost, with the cost to be based upon the cost per lineal foot as determined by Landlord’s Project Electrical Contractor. Tenant is responsible for contacting telephone/data service provider and activating phone lines.
2. **Concrete Slab**

Landlord shall provide a 4” concrete slab with turndown which will include a leave-out per the LOD provided to Tenant. Rebar sizing and spacing is at Landlord’s discretion. Expansion and control joints are not filled. Concrete slabs shall be designed to carry code-required dead + live loads. Tenant shall install all floor sealants, moisture & sound membrane, floor prep and specialty floor finishes. Any floor covering installed by Tenant shall attach to the freehold and become and remain the property of Landlord

1. **Floor / Ceiling Slab Penetrations**

No ceiling slab penetrations shall be permitted but Tenant shall have access to a chase and stubouts as shown on the LOD plan.

1. **Service Doors**

Service Doors provided are as shown on LOD plan, if any. Landlord shall provide stoop, ramp or steps as required for grade-transition into tenant space.

1. **Walls**

Tenant shall install (or reimburse Landlord if previously installed) 6” \_\_\_ gauge metal studs with batt insulation for tenant demising walls, perimeter walls, service corridors and exit corridors. Tenant shall insulate and provide drywall & finish (including painting and any decorating) for all other walls within tenant space.

1. **Fire Alarm**

Landlord shall stub conduit from tenant space to the building Fire Alarm Control Panel (FACP). Landlord shall install horn/strobe as required by the local Fire Department for shell purposes. Tenant shall interconnect all tenant devices to indicate alarm condition at building FACP. At Tenant’s expense, Tenant shall add/modify system to meet tenant requirements. If required, Tenant shall provide, at Tenant’s expense, supplemental power supply for Tenant’s FA devices and connect to Landlord’s base building system. Tenant’s system must be capable of being silenced from the main building FACP.

1. **Fire Protection**

In accordance with the standards of NFPA 13, Landlord shall provide sprinkler system with heads turned-up and separate system drain for each tenant, complete with flow/tamper tied to building FACP. The sprinkler head layout will be for an open “shell” area. Tenant shall add/modify system to meet tenant requirements, but note that all modifications, including higher than standard retail tenant loads to such system, that are required by Tenant are included in Tenant’s work and shall be subject to Landlord’s prior approval (example of higher Tenant demand is a high rack storage system).

1. **Plumbing Ventilation**

Landlord shall provide code-required plumbing drain waste ventilation through a duct chase or within 6” wood stud walls within the residential tower to roof for each tenant space, with the location to be as generally depicted on the Lease Outline Drawing. This will be accomplished via tenant vent loop. At Tenant’s expense, Tenant shall tie into loop for all plumbing waste vents.

1. **Restroom Exhaust**

Landlord shall provide access to a vertical utility chase to the roof for Tenant to install restroom exhaust loop and riser, or if no chase through storefront louvers. Installation of all ductwork and equipment required for Tenant’s restroom exhaust system shall be part of Tenant’s work.

1. **HVAC**

Landlord shall provide utility chase for Tenant’s use for installing refrigerant line and exhaust equipment or stubbed out refrigerant lines to roof. At Tenant’s expense, Tenant shall engineer and install split-system with electric heat source. If feasible, Landlord may elect to pre-load HVAC equipment on rooftop and/or preinstall refrigerant lines to the roof prior to delivery of Demised Premises and charge back the cost of the equipment and related work to Tenant. HVAC make-up air shall be engineered by Tenant through storefront louver system at Tenant’s expense. Tenant’s make-up air may be routed through the chase so long as the proper distances between exhaust and intakes are maintained. At Tenant’s expense, Tenant shall install sound/vibration isolation in accordance with the Landlord provided standard details.

1. **Kitchen Exhaust & Supply Air**

If the Demised Premises has been designated by Landlord as intended for a “restaurant” use, then Landlord shall provide 2-hour rated chase to rooftop, with access points in common areas at each residential level for inspection of tenant-installed ductwork. Landlord requires a single tenant per shaft, though shafts may be ganged if possible. At Tenant’s expense, Tenant shall install exhaust hoods, insulated welded steel ductwork, rooftop exhaust fan, and additional sprinkler heads required by code. Tenant’s make-up air may be routed from either the roof or from a storefront mounted louver depending on the design parameters of Tenant’s exhaust system. Tenant shall engineer sound/vibration isolation and include details as part of Tenant’s drawing submittal. Exhaust stacks shall NOT be visible from the ground and shall be painted white with an appropriate coating to prevent rusting onto the roof. Grease guards shall be provided immediately surrounding Tenant’s kitchen exhaust equipment.

1. **Trash Disposal**

Landlord shall provide centrally-located point of disposal in each building Tenant shall be responsible for their pro rata share of the disposal cost.

1. **Mezzanines**

In no event may Tenant erect a mezzanine or similar overhead storage or sales area unless the same is approved by Landlord in its sole discretion. Any approved mezzanine or similar overhead storage area must have framing and supports provided by Tenant which are independent of demising partitions.

1. **Design Loads**

The structural system has been designed to carry the following Live Loads, and loading imposed by any of Tenant’s Work, on a temporary or permanent basis shall not exceed the following allowable Live Loads:

* + - 1. On grade slabs: 100 lbs. per sq. ft.
			2. Roof: 32 lbs. per sq. ft. (flat roof) ; 20 lbs. per sq.ft.(sloped roof)

**NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS EXHIBIT “B” OR IN THE LEASE, any work described in this Exhibit “B” as being “by Tenant” or “at Tenant’s cost” or by words of similar effect shall be deemed part of “Tenant’s Work” and shall not be included in “Landlord’s Work”**.

**The 3rd example one**

**DESCRIPTION OF LANDLORD'S WORK- Restaurant, Cold Dark Shell**

**LANDLORD’S WORK**

Landlord shall be responsible for the following work that shall be performed in accordance with plans and specifications prepared by Landlord’s architect and constructed in compliance with local building and safety codes (“Landlord Work”).

1. **Site Improvements**. Landlord will be obligated to complete the following (the “Site Improvements”):
	1. All soil testing, environmental audits or reports, excavation and fill, compaction, rough and fine grading, certification and general preparation as required for the construction of additional parking in rear of building; and
	2. All paving, sidewalks, lighting, curbs, gutters, storm drains, sewers, landscaping and irrigation.
2. **Electrical Systems**. Service and separate metering with 120/208 volt, 3-phase, 4-wire 600-amp service stubbed via two 3-inch conduits to a single section panel capable of housing a standard 225 AMP breaker at an agreed-upon location within the Premises. Please note the main bus must be capable of accepting ‘RK’ type fuses. Wire to be pulled to panel box.
3. **Mechanical Systems**. Landlord shall provide the following:
	1. Complete Heating, Ventilation and Air conditions (HVAC) system: including (A) 1 ton of cooling capacity per 100 square feet of space, (B) roof penetrations, (C) roof curbs, and (D) vibration isolators. All HVAC units will be gas-fired. Tenant will provide for all distribution, exhaust and make-up air within the Premises.
	2. 3” gas line stubbed to an agreed-upon location within the Premises to provide 2500 CFH service at ¼ psi;
	3. 1 1/2” water main and master meter @ 65 psi stubbed to an agreed-upon location within the Premises.
	4. Fire sprinkler service (if available), backflow device, lateral lines and distribution of heads appropriate for restaurant use;
	5. 4” sewer main stubbed to an agreed-upon location within the Premises. Sewer shall be at an invert depth suitable for Tenant’s waste system to allow for proper fall and drainage as required by applicable codes and accepted practice; and
	6. Grease traps/ interceptor, pump and/or lift stations, with 4” line stubbed to an agreed upon location within the Premises. If the grease trap/ interceptor is not permitted by local codes to be installed within the Premises then at the closest point allowed and stubbed to a point to be mutually agreed upon within the Premises exterior wall. The size and capacity of the interceptor shall meet local requirements for the size restaurant to be built and anticipated food served.
4. **Communication Services**. Landlord will provide telephone and cable TV services and empty 2” conduit with pull string for same brought to an agreed-upon location within the Premises.
5. **Building Envelope**
	1. **Exterior**. Landlord will complete all exterior finishes upon the building in which the Premises is located, including storefront windows and doors to be located in accordance with Tenant’s plans.
	2. **Insulation**. Landlord will provide insulation of R11 or greater at exterior walls and R30 at the roof, as required to meet Energy Code.
	3. **Roof**.
		1. Landlord will provide a convenient location upon the roof with adequate structural support, screen walls and roof penetrations for Tenant’s mechanical equipment.
		2. Landlord shall provide weather tight and structurally-sound roof, complete with new warranty.
	4. **Slab.**
		1. Landlord will provide all soil testing, excavation and fill, compaction, rough and fine grading, under-slab vapor protection, certification and general preparation as required for the construction of a 4” slab on grade at front, lower section of space. Landlord to construct slab.
		2. Landlord shall conduct slab testing to determine structural capacities of existing upper slab.
6. **Existing Kitchen Equipment.** Landlord shall conduct commissioning of existing kitchen equipment and associated fans to determine usability.
7. **Structural.** Landlord shall provide a structural frame of the existing building such that it meets or exceeds the code-required structural capacities for commercial restaurant structures.
8. **Warranty.** Landlord’s Work shall be warranted to be free from defects by Landlord’s general contractor for a period of one year. Landlord shall assign contractor’s warranty to Tenant on the turnover date. Landlord warrants that when Tenant opens for business, all work completed and installed by Landlord shall be in good working order.
9. **Tenant’s Work.** Tenant will install, at its own expense, such leasehold improvements and trade fixtures necessary for the operation of its restaurant upon Premises in accordance with plans and specifications prepared by Tenant’s architect and approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned (“Tenant’s Work”).