

SCHEDULE B-1 - VICTORY PLAZA

DESCRIPTION OF LANDLORD'S WORK – "WARM WHITE SHELL"

1. **DEFINITIONS.** Unless otherwise defined in this Schedule, capitalized terms in this Schedule will have the meanings given them in the Exhibit to which this Schedule is attached.
2. **LANDLORD'S OPTION.** If multiple types of structures or materials are provided for in this Schedule, Landlord will have the option to select the actual structures or materials constructed or used.
3. **STRUCTURES.**
 - 3.1 **Frame.** The Building will be constructed of steel or wood frame, reinforce concrete or masonry bearing wall construction block as selected by Landlord and in conformance with design guidelines for the Shopping Center approved by the Town during master site design review.
 - 3.2 **Exterior Walls.** The exterior wall(s) will be of masonry, pre-cast concrete or such other material or materials as selected by Landlord's architect and approved by Landlord and the Town and in accordance with the approved architectural guidelines of the Shopping Center.
 - 3.3 **Demising Walls.** Landlord will provide a "Paint ready" wall, meaning that there will be framed studs to the deck, sound batt insulation installed and one layer of 5/8" gypsum board to the deck with fire calking on the Tenant's side of any demising walls.
 - 3.4 **Partition Walls.** All interior partition walls are the Tenant's responsibility, except for the walls around the bathroom constructed by the landlord and any SES or riser rooms adjacent to suite which will be completed by the developer and delivered in a "paint ready finish."
 - 3.5 **Ceiling Heights.** Finished ceiling heights to be max of 10'-6" or 12'-6" to bottom of trusses. Only exposed structures will be provided, with no T-grid or Acoustic tile installed or provided. It is Tenant's responsibility to install any ceiling systems and any special lighting support systems.
 - 3.6 **Roof.** The roof will be 2" thick spray roofing with elastomeric reflective white roof coating or equal, as selected by Landlord's architect and approved by Landlord. Landlord will provide all R-30 Batt roof insulation as required by relevant code and secure means of roof access. Any penetrations of the roof structure by Tenant must be approved by Landlord and be performed by Landlord's roofing contractor at Tenant's expense. Radio or television antennas of any kind are prohibited.
 - 3.7 **Doors and Frames.** Exterior glass entry door (storefront door) described below. Rear exterior service door and frame will be 4'X8' hollow metal with the following hardware: threshold, door sweep, top door weather guard, weather stripping, door closer, cylinder lockset with key on outside and thumb bolt on inside. All Interior doors and frames will be the responsibility of Tenant.
 - 3.8 **Storefronts.** A standard store front will be designed by Landlord's architect and installed by Landlord to include one single 3'X8' storefront door at the front of the Premises with the following hardware: cylinder lock keyed on outside and thumb bolt on inside, threshold, door sweep, top door weather guard, weather stripping and door closer. Landlord may elect to provide a double entry door, at Landlord's sole discretion, predicated on the square footage of the Premises.

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- 3.9 **Drive-Thru Window** (if applicable to the Premises). Landlord will provide and install a 4" W X 5' H – Ready Access model 600 single panel slider standard drive-thru window with a AA100 unheated fly fan or equal at a height to be determined by Landlord's architect.
- 3.10 **Drive-Thru Window Brow Structure** (if applicable to the Premises). Landlord will provide Town approved weather brow or a 14'x16' covered area per renderings over the Landlord provided drive-thru window.
- 3.11 **Drive-Thru Lane** (if applicable to the Premises). A 12'x20' concrete pad will be provided in front of the order board and pick up window as. All order boards and direction signs are the responsibility of the Tenant as well as any vehicle sensor that are placed in the concrete pad described above located in asphalt drive-thru lane. All conduits for the order board and to the drive-thru window are the responsibility of the Tenant.
- 3.12 **Patio**. Landlord will provide an outdoor seating area of 200 square feet or greater depending on final design. This area will be constructed with a concrete slab and may or may not have a perimeter fence around it and may or may not be covered by a roof. This area will be considered a common area for all users in the building to which the patio is adjacent.
- 3.13 **Dumpster Area**. Landlord will provide a common trash enclosure area for each building's tenants' shared use. This area will include one dumpster and space for one waste grease container adjacent to the community dumpster.
- 3.14 **Monument Signage**. Landlord will provide one cluster monument sign at each entry to the Shopping Center. Each tenant leasing 2000 square feet or more of Gross Leasable Area, at its expense, will be allowed to install one sign on each of the two monument signs. Each Tenant leasing less than 2,000 square feet of Gross Leasable Area will only be allowed signage on the Building in which its leased space is in accordance with the details below.
- 3.15 **Building Signage**. Landlord will provide a designated area to mount Tenant's signage on the Building. All building signage must be approved by Landlord prior to installation, such approval will not be unreasonably withheld or delayed. Tenant will be responsible for installing its own sign on the Building as well as getting power to the sign.

4. INTERIOR FINISHES.

- 4.1 **Floors**. Landlord will furnish a standard four inch (4") thick reinforced concrete slab with a light broom finish throughout the Premises. In restaurant spaces, the concrete slab will be poured in the front one-half (1/2) of the Premises and balance of slab will be Tenant's responsibility to install as part of its tenant improvements. All floor finishes are the Tenant's responsibility.
- 4.2 **Walls**. Demising wall(s) will be unpainted masonry or finished per details in section 3.4. Exterior walls will be either unpainted block or metal or wood studs or other material(s) selected by Landlord's architect and approved by Landlord. All interior partition walls will be the tenant's responsibility to construct other than those detailed in section 3.4. Wall height(s) will be determined by Landlord's architect and approved by Landlord. Any cross partitions will be the Tenant's responsibility.
- 4.3 **Paint**. All interior painting will be the responsibility of the Tenant.
- 4.4 **Ceiling**. Exposed ceilings will be provided everywhere with the except bathroom where a solid gypsum ceiling will be installed 9' above the floor. The bathroom ceiling will be a solid gypsum board ceiling 9' above the finished floor. All specialty ceiling systems or finishes will be the tenant's responsibility. No ceiling grid or acoustic tile will be installed or provided. All ceiling systems and lighting support systems are the Tenant's responsibility.

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5. SANITARY FACILITIES.

5.1 Toilet Room.

- a) One toilet
- b) One wall mounted mirror
- c) One exhaust fan
- d) One 2X2 LED light installed in ceiling.
- e) One pre-finished wood door and frame with lockset
- f) Vinal flooring with 6" vinal base
- g) FRP panel 48" high on bathroom walls according to code requirements
- h) One 36" ADA bar, one 42" bar and one 18" bar - mounted to the walls.
- i) One tankless under sink electric water heater
- j) One floor drain if required by Gilbert code.

6. UTILITIES.

- 6.1 **Water.** Landlord will furnish a minimum of one, ¾" cold water supply line with approximately 60 psi water pressure stubbed up in the back wall for distribution by Tenant. This will include a pressure reducing valve set to a pressure of 70 psi with an inline water meter and gate valve. Landlord will install on 3/4" water line feed to a recessed host bib located near the service door. . Landlord will install one single cold-water line to bathroom to be built. One single tankless water heater will be installed in the bathroom under the sink. Any sewer and water hook-up fees for the building will be paid by Landlord. Tenant is responsible for the installation of all water inside the Premises to include any hot water systems or any water purification systems. Sub-meters will be installed at the Tenant's expense. The cost of water as separately metered will be paid by the Tenant.
- 6.2 **Sewer.** 1 each (4") sewer line will be run to the back wall of the Premises for connection to by Tenant. 1 each 4" sewer vent line will be installed above ceiling within the Premises for connection by Tenant's contractor. All required sewer piping to include equipment drains, floor drains, and bathroom/sink drains, and additional sewer vents will be installed and paid for by the Tenant. Landlord is only responsible for providing a single 4" sewer connection. . Landlord will only extend one sewer line to bathroom area to support the toilet, sink and floor drain if required, No other sewer lines will be installed by landlord.
- 6.3 **Grease Trap.** If the Premises will be used as a restaurant, Landlord will provide and install a 1500 gallon in-ground grease interceptor stubbed to the planned kitchen area. The tenant is responsible for connecting to the interceptor stub and installing an inter-suite clean out point. Restaurant tenants will be responsible for monthly maintenance of the grease interceptor. This cost will not be included rent or NNN Operating Costs.
- 6.3 **Electricity.** Landlord will furnish one each 2" conduit with pull string from the SES room to the inside face of the rear wall of the tenant's space per landlord plans. The SES power supply will be capable of accommodating the following power service requirements: 1 each – 200 AMP 120/208V for lease spaces less than 1500 sf or 400-AMP- 120/208V 3-phase of service for lease spaces greater than 1500 sf. Landlord is responsible for the installation of the main breaker panelboard, Tenant is responsible for any sub-panels. Any electrical requirements (step-down transformer, distribution, wiring, convenience outlets etc.) beyond said services above will be the Tenant's responsibility. All tenant spaces will be separately metered spaces, each tenant is responsible for payment for their own separate power bills. Wall outlets will be installed along perimeter walls at a spacing of 10 feet on center and one outlet will be installed in bathroom in addition to the power for the tankless water heater.

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- 6.4 **Lighting.** Landlord to provide parking lot lighting and exterior building lighting as required by applicable Town code. 3 Each – High bay lights per suite will be mounted to the exposed ceiling as well as 1 Each 2X2 recessed LED light in each bathroom, all wired to the panel in the suite, also emergency exit lighting will be installed and connected to the house panel. All other lighting inside of the leased space will be the Tenant’s responsibility.
- 6.5 **HVAC.** Landlord will install an electric heat pump for each unit. It will be located on the roof, connected to the roof curb, wired to panel in suite and roof penetrations will be completed, based on the following:
- a. **Unit Connection:** A single connection point for supply and return will be provided with one condensate drain line capped for future connection within the Premises by the Tenant’s contractor.
 - b. **Distribution.** All air distribution system(s) shall be designed and installed by landlord, any modifications requested by tenant shall be done as a cost increase over the standard white shell and deducted from any TI allowance.
 - c. **Capacity.** The air conditioning capacity will not exceed one (1) ton for each 250 square feet of Floor Area, Minimum of 4 tons per 1000 sf unit.
 - d. **Thermostat.** One programable thermostat will be installed by Landlord within 50 feet of unit.
- 6.6 **Special Equipment.** If Tenant’s use of the Premises requires fresh air and/or exhaust air for special equipment, cooking equipment, additional personnel, stock room areas, or show windows and the like, Tenant will be responsible to purchase and install this equipment. Any roof penetrations required to install this equipment must be completed by the Landlord’s roofing contractor at the Tenant’s expense. All roof and wall penetrations must be approved by Landlord.
- 6.7 **Fire Sprinkler System.** Landlord will provide an automatic fire sprinkler system throughout the Premises in accordance with Landlord’s plans and in accordance with governing building codes and engineering requirements. This system includes uprights and any sprinkler pendants or heads per landlord’s design. Landlord will provide and install drop heads which be mounted just below Joists. Any modifications (additions, relocations, raising or lowering) requested by the tenant or repairs required because of tenant’s actions, will be paid for entirely by tenant, but all work on sprinkler system must be completed by landlord’s sprinkler contractor, the tenant will be responsible for installing any additional pendants and heads which may be required by code for the Premises based on their operations and final tenant improvements design. The tenant will be responsible for all alarm systems which may be required by code for the Premises.
- 6.8 **Fire Alarm.** Landlord to provide and install Class 1 fire alarm consistent with applicable Town code.
- 6.9 **National Gas Line.** Landlord will provide a natural gas line stub to the Building of a size and line of pressure to be determined by Landlord but no greater than 2.0”. There are no guarantees that gas will be available in this development.
- 6.10 **Telephone/Internet.** Landlord will provide one empty 2” conduit with pull string from the Building telephone mounting board into the Premises for connection by Tenant’s contractor. It is Tenant’s responsibility to make arrangements to bring communications wire from the main communications board to the Premises and distribution within the Premises.
- 6.11 **Utility Meters and Connections.** All utility meters, meter fees, connections and hook-up fees, assessments, impact fees and any other such fee or charge for utilities serving the Premises will be furnished by Landlord except as specifically set out above.

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- 6.12 **Tenant Equipment:** Tenant is responsible for providing and installation and maintenance of all its equipment, to include any kitchen equipment, commercial sinks, refrigerators, coolers, casement, display cabinets, shelving, interior order boards, signage, computers, phones, or any other item not specifically included above.
7. **DELIVERY CONDITION.** The interior of Premises will be free of all personal property and or debris. Premises to be delivered in a "broom clean" condition after Landlord's Work is completed. Landlord will also complete all common area and utility distribution systems which materially affect the conduct of business at the Premises. Also, all work and improvements (on or off-site) which are required to be completed for Tenant to commence Tenant's Work on the Premises or obtain a certificate of occupancy or similar approval allowing Tenant to open for business for the permitted use on completion of Tenant's Work.
8. **Permits and Fees.** Any permits, fees, licenses, architectural/engineering services required to execute the preceding work will be provided by Landlord, at its sole expense and discretion. All expenses related to the Tenant's Work, including permits, fees and design costs, are the Tenant's responsibility. Landlord Work will be completed prior to tenant accepting possession of the premises.
9. **TENANT COSTS. TENANT WILL BE RESPONSIBLE FOR THE COST OF ALL IMPROVEMENTS NOT LISTED ABOVE, INCLUDING, BUT NOT LIMITED TO, INCREASED ELECTRICAL, INCREASED HVAC, INCREASED PLUMBING, ARCHITECTURAL PLANS AND TOWN REVIEW FEES AS WELL AS BUILDING PERMIT FEES RELATED TO TENANT'S WORK.**

End of Schedule B-1

SCHEDULE B-2 - VICTORY PLAZA

SCHEDULE B-2

TENANT'S WORK: SPECIFIC ITEMS AND REQUIREMENTS – Post TI improvements

1. **DEFINITIONS.** Unless otherwise defined in this Schedule, capitalized terms in this Schedule will have the meanings given them in the Exhibit to which this Schedule is attached.
2. **NOT COMPREHENSIVE LIST.** This Schedule describes some specific items included in Tenant's Work but is not a comprehensive list of the items or matters included Tenant's Work.
3. **SPECIFIC ITEMS AND ADDITIONAL REQUIREMENTS.** Without limiting the generality of the definition of Tenant's Work in Section 4.2 of the Lease, Tenant's Work will include the purchase, installation and performance of the items described below. In addition to all other requirements in this Lease, Tenant's Work will be subject to the requirements provided below.
4. **ELECTRICAL FIXTURES AND EQUIPMENT.** All electrical work for the Premises not specifically included in the Landlord's Work. All electrical fixtures installed by Tenant will be of an energy efficient LED type first approved by Landlord. The tenant is responsible for the installation of any equipment as well as any signage.
5. **TELEPHONES.** Wiring from main project telephone mounting board conduit stub out in ceiling to the Premises, except to the extent included in Landlord's Work. All telephone system design and installation will be performed by a contractor approved or designated by Landlord.
6. **WALLS.** All interior partitions and curtain walls within the Premises, except to the extent included in Landlord's work detailed on Schedule B-1. The tenant will construct all such walls in such a manner and with such materials as to prevent the transmission of any unusual order, noise, or vibration beyond the Premises. All such walls will be sealed to the underside of the decks. All demising walls will require sound attenuation batt insulation and one layer of 1 layer of 5/8" type X gypsum board – full height and fire caulking.
7. **COVES AND CEILINGS.** All specialty covers, ceilings, furring, etc. In addition, all dealings within the Premises that will allow for access to all structural, mechanical, plumbing, electrical, telephone and fire protection systems, including all junction boxes, switches, valves, etc. and other equipment relating thereto for purposes of servicing, maintaining, and repairing the same. Tenant will construct and install all access panels and catwalks required in connection of their equipment therewith at Tenant's sole cost and expense.
8. **FURNITURE AND FIXTURES.** All store fixtures, all their equipment to include any kitchen equipment, commercial sinks, refrigerators, coolers, casement, display cabinets, shelving, interior order boards, signage, computers, phones, or any other items not specifically included on Schedule B-1 to be provided by Landlord.
9. **FLOOR COVERINGS.** All flooring materials to include any cove base or baseboards except to the extent included in Landlord's Work. Only materials identified in Schedule B-1 will be allowed for selection. All flooring selections must be made during the design phase of the project.
10. **ALARM SYSTEM, ETC.** All alarm systems or other protective devices will be provided and installed by Tenant.

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11. **PLUMBING.** All plumbing and equipment connection for fixtures or equipment required for Tenant's needs will be solely the responsibility of the Tenant except to the extent included in Landlords' Work. Tenant must provide all details to Landlord for all plumbing requirements to include exact placement dimensions during TI Design.
12. **SPECIAL VENTILATION.** All ventilation systems, hood, ducts, and chases are tenant responsibility to design, install, pay for, and maintain.
13. **INTERIOR PAINTING.** All finishes not included in Schedule B-1 are tenant's responsibility to purchase and install. Tenant is responsible for protecting and maintaining finished surfaces during their equipment installation and during the Lease Term.
14. **SIGNS.** Tenant's exterior sign, including time clock and electrical connection will be paid for and installed by Tenant. All signs will be designed, constructed, and located in accordance with procedures established by Landlord and will be subject to the sign criteria then established by Landlord for the Shopping Center and to the approval of Landlord and all governmental authorities having jurisdiction. All interior signs and order/menu devices will be purchased and installed by the Tenant.
15. **FLOORS.** All flooring both during the installation of their equipment and their use of the Premises during the lease. This is to include all finished flooring regardless of the type to include cove base or baseboards. Any special reinforcing, raised areas or depressions necessary for Tenant's use of the Premises.
16. **FIRE SPRINKLERS.** All additional sprinkler work not provided by the Landlord under Schedule B-1 that is required to complete the system to accommodate Tenant's special needs will be designed by Tenant's fire sprinkler designer and installed, at Tenant's sole cost and expense, by a licensed fire sprinkler contractor approved or designated by Landlord.
17. **MODIFICATIONS TO LANDLORD'S WORK.** If any of Tenant's Work requires modifications to any of Landlord's Work, including to fire sprinklers, HVAC work, plumbing and electrical systems, Tenant will obtain Landlord's written approval before making such modifications. Any such modifications will be made at the Tenant's sole cost and expense to Landlord's satisfaction.
18. **ADDITIONAL SYSTEMS.** Any additional fire or alarm systems, lights, etc., that may be required by the applicable building code or other codes for the Premises. In no event will Tenant be permitted to construct any basements, second floors, mezzanines, lofts, or other multilevel areas or construct any outside or attached equipment, patio, utility or loading areas, or the like, all such areas being strictly prohibited.
19. **GREASE INTERCEPTOR.** Tenant is responsible for connecting to and maintaining Landlord supplied grease interceptor.

End of Schedule B-2