

Landlord Work Letter Agreement



Prior to the Commencement Date of the lease, Landlord, at Landlord's expense, shall provide a completed Vanilla Box space (herein referred to as "Premises") for Tenant, per Tenant's architectural plans, with the following requirements unless otherwise agreed to in writing by Landlord and Tenant:

1. DELIVERY CONDITIONS OF PREMISES

- A. Landlord shall be responsible for any asbestos and toxic substance abatement, including the survey, test and abate as necessary, in order to furnish Tenant with documentation certifying Premises is free from any asbestos or other toxic substances.
- B. Premises to be fully separated and demised from all other adjacent uses. All separation/demising walls are to be fire rated as required by the PAUCC. Re-use of existing walls shall be permitted if construction complies with code requirements. All separation/demising walls are to be insulated full height with blow-in insulation or equivalent, and skim coated if required to achieve a level 4 finish, paint ready.
- C. Premises shall be fully open and cleared of any previous tenant improvements, including but not limited to the removal of all drop or hung ceilings, all partition walls, all built-ins, fixtures and furnishings, all exiting floor and wall finishes.
- D. Existing exposed floor slab is to be prepared throughout to a medium sandpaper grit texture. All protrusions are to be ground smooth and flush with the adjacent floor, all recesses are to be filled flush with adjacent floor. The floor surface shall be suitable for resilient floor finishes with only minor latex floor preparation compound (rubber flooring ready).
- E. All exterior walls and all perimeter columns are to be furred with 3- 5/8" metal studs @ 16" O.C. with 3 1/2" batt insulation and (1) layer 5/8" GWB to the underside of the deck above. Walls and perimeter columns shall be taped, spackled and sanded smooth to achieve a "Level 4" finish.
- F. All existing non-perimeter columns are to have any existing column wraps, exposed conduit, wires, etc removed. Columns shall be prepared as required for a paint finish.
- G. Landlord shall remove any existing abandoned roof equipment and patch existing deck and roof as required at any openings. Landlord is to repair or replace existing damaged roof decking as required throughout Premises. The exposed roof structure is to be of non-combustible materials from Premises including, but not limited to PVC, Romex wiring and exposed wood framing.
- H. Landlord shall ensure that roof deck is well insulated and has an R-value to meet local building and energy code standards.
- I. Landlord shall provide entrance/exit doors that are ADA compliant.

- J. Landlord shall provide ADA parking spaces on the property and a clear and discernable ADA accessible route to the front entrance of Premises. Provide as required, parking lot line striping and ADA parking signage, sidewalks, ramps and handrails as required. Tenant shall require a minimum of 4 ADA accessible parking spaces. Parking lot to have proper drainage, and no standing puddles.
- K. Landlord shall provide professional store front and vestibule with continuous tempered glass at 18" – 24" above finished floor.
- L. Landlord shall provide to Tenant's architect with an electronic AutoCAD file depicting the current condition of Premises including all Landlord required work for Tenant including but not limited to all existing perimeter walls, window and door locations, column locations, heights of existing underside of roof deck and underside of roof framing system. Documentation of all mechanical, plumbing, electrical and fire protection improvements shall also be provided. The electronic file shall be AutoCAD drawing files (.dwg format) version 2014 or prior.

2. HVAC & UTILITIES CONDITIONS:

- A. Landlord shall furnish and install new RTUs, for a total capacity of 70 tons, and provide a fully functional HVAC system per Tenant's plans. The HVAC system shall include packaged roof top equipment, controls and ducted air distribution. HVAC system to be warranted for a period of ten (10) years with balance test. HVAC system shall meet the following specifications: 4.0 tons per 1,000 square feet.

The above standards shall be verified with a mechanical engineer or licensed mechanical subcontractor.

Landlord, or Landlord's contractor, shall be permitted to take advantage of Franchise's system-wide pre-negotiated HVAC pricing with York Equipment, if Landlord chooses.

- B. Electric: Landlord shall provide a minimum of 1000 amps at 120/208 or 800 amps if power is 3-phase at 480/277 of electrical service, to electric room within Premises.
- C. Lighting: Any exterior lighting, such as, but not limited to, soffit lighting over storefront, shall be in good working order.
- D. Water: Landlord shall provide a 2-inch fresh water line, at minimum.
- E. Sewer: Landlord shall provide a 4-inch sewer line, minimum.
- F. Gas: Landlord shall provide gas service, meter and line sufficient for Tenant's demand load with a minimum 3" line to roof top and gas line run to service RTU's and water heaters as per Tenant's plans.
- G. Fire Sprinklers: Landlord shall provide Primary service line, back flow preventer, inspectors test drain and overflow, past indicator valve, gauges and valves system, to include riser and primary distribution to meet code requirements. Landlord to provide code compliant sprinkler heads pointing up to accommodate Tenant's space and have

the main distribution line tight to the bottom of the bar joist. Tenant acknowledges that the riser servicing the Premises may be located outside the Premises and the riser may be servicing other tenants. Fire Alarm System to be provided as required by municipal codes and to be monitored by Landlord's central panel, Landlord to include conduit, wiring and monitoring equipment as necessary. Landlord will also install remainder of fire sprinkler system from backside of shut-off valve.