

**Exhibit B**  
**ASSEMBLY ROW**  
**LANDLORD and TENANT WORK**

**Cold Dark Shell – BLOCK 8**

**Sweetgreen**  
**Space #812**  
**Updated 11.14.19**

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**LANDLORD WORK**

The following improvements to the extent the same are to be constructed in the Leased Premises by Landlord at Landlord's sole cost and expense are deemed to be "Landlord's Work". Any improvements not specified below shall be made at Tenant's sole cost and expense:

- A. Provide Lease Outline Drawings ("LOD"), sufficient for Tenant to prepare construction documents of its improvements.
- B. Landlord shall deliver the Leased Premises in a "cold dark shell" condition defined as follows:
  - 1. **ARCHITECTURAL:**
    - a. A gravel bed floor. Landlord will provide Tenant a credit in the amount of \$20,000 for the concrete slab, additional language to be included in the body of the Lease at a later date.
    - b. The Leased Premises shall be delivered with the roof structure, columns, exterior wall and floor structures exposed with no ceiling or interior finishes.
    - c. Exposed metal studs for demising partitions, studs or channels, with insulation on any exterior perimeter walls. Interior walls that are shared common areas, i.e. egress corridors and stairs, will have one layer of drywall. Structural columns located inside the Leased Premises will be exposed. Landlord shall provide Tenant a credit in the amount of \$14,000 for demising wall sheetrock and insulation, additional language to be included in the body of the Lease at a later date.
    - d. Unless shown otherwise on the LOD, Landlord shall provide the Leased Premises with a single 3'-0" exit or service door, with hinges and egress hardware. The door and frame will be painted on the outside only.
    - e. Landlord shall provide openings in the front, sides and back of the Leased Premises for installation of Tenant's storefront as indicated on the LOD. Landlord will provide Tenant a credit in the amount of \$75,000 for the storefront installation, additional language to be included in the body of the Lease at a later date.
  - 2. **PLUMBING:**
    - a. The Leased Premises shall be provided with a 6" (SAN) sanitary sewer service line to be brought to a location designated by Landlord under the floor and turned up above the slab within the footprint of the Leased Premises. For food service tenants, Leased Premises will also be provided with a 6" grease/kitchen (KW) waste sanitary line brought to a location designated by Landlord under the floor and turned up above the slab

within the footprint of the Leased Premises and run to the Landlord's central grease collection tank.

- b. Landlord will provide a 4" sanitary vent pipe and capped connection in a location designated by Landlord within the footprint of the Leased Premises.
- c. Landlord shall provide retail tenants a 2-1/2" domestic water service line capped and valved in a location designated by Landlord within the Leased Premises.
- d. For food service tenants only, gas service shall be extended to a central location designated by Landlord with reasonable capacity and manifold space to supply gas to the Leased Premises.
- e. The Leased Premises will be provided with a dedicated wet pipe fire protection system grid. The system will include a sprinkler zone control station, fire alarm points and upright heads to serve the open shell building space, without ceilings. Landlord shall provide Tenant a credit in the amount of \$6,000 for necessary modifications to the base building sprinkler system. additional language to be included in the body of the Lease at a later date.
- e. The Leased Premises will have accessibility to storm water drain and storm water vent risers within the leased premises or the adjacent service corridors for tenant condensate drainage.

**3. HEATING, VENTILATING and AIR CONDITIONING:**

- a. The Leased Premises shall be provided with supply and return condenser water piping that connects to the Building's cooling tower in a manner sufficient to permit Tenant to perform Tenant's Work. Notwithstanding anything contained herein or in the Lease to the contrary, the condenser water supply will be active and operational (and shall be between 70-90°F and return is 85-100°F) on or before Tenant's anticipated opening date. The allowances for the condenser water:

Condenser Water:	
Retail tenants	<del>350 sf/ton (8.6 gpm/1,000 sf)</del>
Food service tenants	<del>200-150 sf/ton(15.0</del> gpm/1,000 sf)

- a.1 Landlord to purchase and install water-source heat pump units and controls for Tenant per Tenant's design. Distribution and all connections will be by Tenant.
- b. The Leased Premises shall be provided with an inactive toilet exhaust duct terminating within the leased premises. The allowances for the toilet exhaust ductwork and associated louver shall be as follows:

Retail tenants	150 cfm per tenant
Food service tenants	85 cfm/1,000 sf (min 150 cfm per tenant)
- c. Supply air to be through the Tenant provided storefront louvers incorporated into the Tenant's final storefront design.
- d. Exhaust Systems and flues for food service tenants only - shafts sized as follows:
  - (1) 4'x4' shaft and (1) 2'x 4' shaft to the roof with
  - (2) 1-1/2" conduits to the roof for power and controls.

**4. ELECTRICAL:**

- a. The electrical services for the Leased Premises shall be individually metered from a common electrical meter room. The service shall be 480/277 volt, 3-phase, 4 wire electric service. Landlord will provide the meter base and assembly only and not the meters. Landlord shall provide Tenant a main disconnect switch. Main disconnect fuse(s) will be provided by Tenant. Landlord shall provide the feeder conductors and conduit(s) between the wire trough and metering equipment. Landlord shall provide the feeder conductors and conduits between the metering equipment and Tenant's main disconnect switch and shall provide an empty conduit with pull string between the disconnect switch and the Leased Premises, all in locations designated by Landlord. Landlord shall provide Tenant a credit in the amount of \$30,000 for additional electrical work, additional language to be included in the body of the Lease at a later date.
- b. Landlord shall provide a single 2" conduit with pull string extending from the Building's main telecommunication/ TV service room to locations within the Leased Premises designated by Landlord.

**5. FIRE ALARM:**

Notwithstanding anything contained herein or in the Lease to the contrary, upon Building completion, a complete fire alarm system including initiating and notification appliances within the service corridor and public spaces shall be provided, installed and wired by Landlord in accordance with Legal Requirements, including local codes shall have been provided and be fully operational. Landlord will provide for retail tenant initiation and annunciation device interconnect in locations designated by Landlord in the Leased Premises with wiring back to the Building fire alarm panel.

**6. COMMON AREAS:**

- a. **Shared Loading Dock:** Notwithstanding anything contained herein or in the Lease to the contrary, upon Building completion, Landlord shall provide shared loading docks in a location designated by Landlord.
- b. **Shared Trash Rooms/Enclosures:** Notwithstanding anything contained herein or in the Lease to the contrary, upon Building completion, Landlord shall provide common trash bay or trash enclosures in a location designated by Landlord.

**II. TENANT WORK**

Tenant hereby agrees, at its sole cost and expense, to construct all other improvements other than those stated above to be made by Landlord including but not limited to the making of all interior improvements, storefronts, signage to the Leased Premises necessary to place same in a first class, modern and attractive condition, and to enable Tenant to properly use the Leased Premises for the Permitted Use, all of such improvements referred to as "Tenant's Work".

Tenant's Work shall be constructed in accordance with Legal Requirements, including local codes, the Design and Technical Criteria Manual, including, without limitation, the Tenant Soil Management Plan, and Tenant's Construction Documents as approved in advance by Landlord.

Tenant shall use only new, first-class materials in the construction of the Leased Premises unless specifically approved in advance by Landlord.

Tenant is responsible to verify the conditions of the Leased Premises at the time Landlord delivers the Leased Premises to Tenant.

Tenant shall coordinate Tenant's Work with work of Landlord and others performing work at the Project and the existing conditions occurring above or below the Leased Premises and shall make changes from time to time as required to accommodate such work or conditions.

Without limiting the foregoing, Tenant's Work shall consist of the following:

**A. Permits:** Obtain all necessary permits required for the construction of "Tenant's Work" prior to commencing construction, and a Certificate of Occupancy prior to opening for business, as required by the City of Somerville, Massachusetts.

~~**B. Plans & Specifications (Construction Documents):** Provide all plans, specifications and calculations in accordance with the Design and Technical Criteria Manual and Section III of this Exhibit B.~~

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**B.**

**C. Premises**

**1. Architectural**

**a. Floor Slab:**

- i. A concrete slab floor with a rated floor loading of at least 100 pounds per square foot, live load.
- ii. Tenant shall provide waterproofing consistent with Design and Technical Criteria Manual.

**b. Interior Finishes and Construction:** Furnish and install all interior walls, ceilings, finishes, fixtures, and equipment (fire rated as required).

- i. Tenant shall provide access panels in the ceiling of the Leased Premises for access to Landlord's utilities as required by Landlord.
- ii. Tenant is not permitted to construct Concrete Masonry Unit (CMU) walls within the Leased Premises.
- iii. Tenant shall furnish and install demising walls and shaft walls, as required. Tenant to provide insulation for sound, noise and vibration control. (refer to Section II, C- 6 in this Exhibit B). Tenant must repair any under slab insulation and/or fireproofing that is damaged in the course of Tenant's Work.

**c. Exit Doors:** Landlord to provide and install all hardware on Landlord provided doors. Tenant to provide and install all other doors per Tenant's design.

**d. Storefronts:** Design and construction of storefront(s) in accordance with the requirements of the Lease, including this Exhibit B and the Design and Technical Criteria Manual. The façade types in the Design and Technical Criteria Manual show the area(s) of storefront to be constructed by Landlord as part of the base building work. Areas of the storefront provided by Landlord may not be altered by Tenant unless approved by Landlord in writing in advance.

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- e. **Signage:** Furnish and install all interior and exterior Tenant identification signage, including the associated electrical requirements in compliance with this Lease, including Exhibit C and the Design and Technical Criteria Manual. Tenant signage must be approved in advance by Landlord prior to installation.
- f. **Awnings and Canopies:** Furnish and install awnings and/or canopies as required by Tenant's design.
- g. **Temporary Signage:** Landlord provides the barricade at the time of premises delivery. Tenant is responsible for temporary graphics in accordance with Landlord Design and Signage criteria. Landlord must approve temporary graphics in writing prior to installation. Graphics to be installed within 72 hours of tenant commencement of construction. Tenant must use Landlord preferred vendor for fabrication and installation of temporary graphics. Landlord shall have the option to install graphics at the Tenants expense if graphics are not installed in a timely manner.
- h. **Restrooms:** Tenant will be required to provide a minimum of one unisex, restroom in compliance with Legal Requirements, including local codes, included ADA.

## 2. Plumbing:

### a. Sanitary:

- i. Furnish and install all sanitary, waste and vent piping within and serving the Leased Premises to provide a fully operational system in accordance with Legal Requirements, including local codes.
  - ii. If required, Tenant shall core or cut the floor slab to complete the Tenant connection to the sanitary sewer pipe provided by the Landlord subject to the requirements in Section II C.1a. i and iii above.

### b. Grease Trap:

- i. Food-Service tenants only: Furnish, install and maintain a connection to the Landlord-provided grease waste system, located as shown on LOD, and provide any additional under counter grease traps as required by Massachusetts plumbing code.
  - ii. If required, Tenant shall core or cut the floor slab to complete the Tenant connection to the grease waste sanitary pipe provided by the Landlord subject to the requirements in Section II C.1 a. i and iii above.
- c. Water:** Furnish and install all domestic water plumbing systems and fixtures within and serving the Leased Premises per Legal Requirements, including local codes. Tenant water metering and transmitters matching that of the base building system, Cereniti, will also be required.
- d. Gas:** Food Service Tenants Only, Complete gas distribution from Landlord's point of distribution to the Leased Premises. Tenant shall be responsible for connecting to the Landlord provided gas service, furnishing and installing gas piping, gas meter and devices, including contacting the utility company to establish service.
- e. Fire Protection:** Tenant shall contract for required drain downs by Landlord's Contractor to be performed so Tenant can make modifications to the Landlord provided wet pipe Fire Protection

system (grid), as necessary to accommodate Tenant design. Tenant shall reimburse Landlord for any work performed by Landlord on the Landlord- provided Fire Protection System necessitated by Tenant's design. All Tenant sprinkler work shall be designed and installed per NFPA and/or Factory Mutual standards using materials that are UL listed and/or Factory Mutual approved.

3. **HVAC:** Furnish and install a complete HVAC system utilizing the Building's condenser water system. Building HVAC system for the Leased Premises including, but not limited to, electrical provisions, ~~water source Heat pump terminal units,~~ gas fire make up air units, ~~water cooled or air cooled air handling units,~~ condensers, refrigerant piping, ductwork, exhaust systems, thermostats/controls, diffusers, grilles, programming and start up as required for a fully operational system in compliance with Legal Requirements, including local codes. Please refer to Section 3a of Landlord Work for additional clarification.

- a. Tenant shall supply all toilet exhaust grilles, ductwork and backdraft dampers within the Leased Premises and connect to the inactive central exhaust duct.
- b. Tenant shall provide fire dampers or other suitable devices if fire-rated walls are penetrated.
- c. Tenant shall provide the required fresh air by connecting to the outside air ducts or outside air louvers designed and installed in the Tenant storefront.
- d. For food service tenants only: refrigeration condenser units shall be self-contained within the Leased Premises.
- e. Grease exhaust system, dishwasher exhaust system and gas flues for food service tenants only: furnish and install all required ductwork, motors, controls, wiring and fans.
- f. Tenant to provide and install, through Landlord preferred vendor, Onicon BTU meter(s) on the condenser water loop. A complete System-10 meter with Cerenti Transmitter and insertion meters with power is required. The BTU meter(s) are to be located in tenant back of house space.

4. **Electrical:** Furnish and install a complete and fully operational electrical system for the Leased Premises including, but not limited to, temporary power, wiring, disconnect switches, transformer, electrical panels, conduit and all electrical devices and distribution.

- a. Tenant shall coordinate directly with the utility company for provision of the meter for the Leased Premises.
- b. Tenant is responsible for the conductors from the Landlord's disconnect switch to the Leased Premises.
- c. Tenant shall provide the fuses for the Landlord provided main disconnect switch.
- d. Tenant shall furnish and install complete telephone and data system from Landlord's point of distribution throughout the Leased Premises. Tenant is responsible for installing systems to meet all applicable utility requirements and making final connections at Landlord's designated connection point.

- e. Tenant shall provide a dedicated 120 Volt 15 or 20 amp circuit for each BTU meter provided by HVAC. BTU calculator shall be installed no further than 7 feet from the location of the flow meter insertion valve at the same level above finished floor with a suitable surface for mounting such as drywall or plywood. Provide any disconnects required by local codes.
- 5. **Fire Alarm System:** Furnish and install all required life safety system, components and wiring necessary to complete a fire alarm system for the Leased Premises. At the Landlord provided fire alarm “interface module” Tenant will be required to use Landlord’s designated contractor to make the final connection to the Landlord provided Building fire alarm system at Tenant’s cost. Tenant’s fire alarm system design, specifications and products shall be compatible with Landlord’s Building system.
- 6. **Sound Attenuation:** Tenant shall be responsible for controlling sound transmission from the Leased Premises or its rooftop equipment to adjacent tenants and buildings in accordance with the Design and Technical Criteria Manual and the Lease, including this Exhibit B.
- 7. **Base Building Changes/Changes to Landlord’s Work:** Notwithstanding anything to the contrary contained in this Exhibit B, Tenant will be responsible for all costs resulting from base building changes and/or changes to Landlord’s Work that are necessary as a result of Tenant’s Work, including, without limitation, architectural and engineering charges, and any special permits or fees attributable thereto. Prior to making any base building changes and/or changes to Landlord’s Work, Tenant shall obtain Landlord’s prior written consent, which consent may be granted or withheld in Landlord’s sole discretion. It is expressly understood and agreed that no alterations, changes or improvements shall in any way harm the structure of the Leased Premises or diminish the value of same.

### III. DRAWING SUBMITTAL and REVIEW PROCESS

All Tenant’s Work shall be in accordance with detailed plans and specifications to be submitted to Landlord for Landlord’s written approval. Landlord’s approval (as to both design and materials) may be granted or withheld in Landlord’s sole and absolute discretion. It is expressly agreed that Tenant shall not commence any work until the Construction Documents (as defined in Section III.C. below) have been approved by Landlord and any required building permits have been issued by the applicable government authorities.

No changes of materials or finishes are permitted after final approval by Landlord of the Construction Documents unless subsequently approved in writing by Landlord. All plans, documents and information required to be delivered by Tenant under this Exhibit B shall be delivered to Landlord’s Tenant Coordinator as designated by Landlord.

#### A. PRELIMINARY STORE DESIGN DRAWINGS

Tenant must submit an electronic set of Preliminary Store Design Drawings in pdf format and one (1) complete set on bond and material sample and color boards to Landlord’s Tenant Coordinator within thirty (30) days after the receipt of the LOD, or as agreed otherwise in writing.

Preliminary Store Design Drawings shall contain basic dimensions and shall include, but not necessarily be limited to, the following:

1. Preliminary storefront elevation with section.
2. Preliminary rendering of storefront with materials shown.
3. Sample board of storefront materials and interior finishes.

4. Preliminary Floor Plan with Fixture/Merchandising Layout.
5. Preliminary Reflected Ceiling Plan with Lighting Fixture Cuts.
6. Signage Drawings.
7. Other details as necessary to explain Tenant concept.

If Preliminary Store Design Drawings are complete, process proceeds to PRELIMINARY PLAN REVIEW.

If Preliminary Store Design Drawings are incomplete, Landlord will notify Tenant regarding incomplete or non-submitted drawings. Tenant shall have fourteen (14) days from notification to submit the required and complete Preliminary Store Design Drawings.

#### **B. PRELIMINARY PLAN REVIEW**

Landlord's plan reviewer shall review the Preliminary Store Design Drawings. If approved/approved as noted, then Tenant can proceed to CONSTRUCTION DOCUMENTS.

If the drawings are not approved by Landlord, Tenant shall resubmit revised drawings within fourteen (14) days of the notification of non-approval. All comments shall be incorporated into the Construction Documents.

#### **C. CONSTRUCTION DOCUMENTS**

Tenant must submit an electronic set of the Construction Documents (which are consistent with the Preliminary Store Design Drawings) in pdf format and one (1) complete set on bond and material sample and color boards within thirty (30) days after Landlord's approval of the Preliminary Store Design Drawings. Tenant must submit for permit concurrently with its submission of Construction Documents to Landlord. Construction Documents include, but are not limited to:

1. Key plan at a minimum scale of 1/4" showing store name and location of the Leased Premises.
2. Floor plan at a minimum scale of 1/4".
3. Storefront Plan at a minimum scale of 1/4".
4. Storefront Elevation at a minimum scale of 1/4".
5. Storefront Section at a minimum scale of 1/4".
6. Storefront Details.
7. Overall sections at 1/4" scale.
8. Reflected ceiling plan at a minimum of 1/4" scale.
9. Interior elevations at a minimum of 1/4" scale.
10. Full sections of types of partitions used at 1/2" scale.
11. Details of special conditions encountered at 1 1/2" scale.
12. Door schedule with jamb details at 1 1/2" scale.
13. Finish and color schedule, with material sample board.
14. Fire Sprinkler Plans.
15. Mechanical Drawings at 1/4" scale.
16. Electrical and Fire Alarm Drawings at 1/4" scale.
17. Electrical Schedule and Service Riser Diagram.
18. Plumbing Drawings at 1/4" scale.
19. Plumbing Schedule and Riser Diagram.
20. Mechanical and Electrical Loads.
21. Fixture Layout Plan.
22. Merchandising Plan.
23. Signage Shop Drawings.
24. Other Plans required by Legal Requirements, including local codes.

If the Construction Documents are complete, and approved by Landlord, Tenant shall proceed to FINAL PLAN REVIEW.

If Construction Documents are incomplete, are not submitted on time, or are not acceptable to Landlord, Landlord shall notify Tenant regarding incomplete, unacceptable or non-submitted drawings. Tenant shall, within fourteen (14) days of Landlord notification, submit the required and complete Construction Documents.

**D. FINAL PLAN REVIEW**

Landlord's plan reviewer shall review the Construction Documents within (30) thirty days of receipt of Construction Documents. If approved/approved as noted, and Tenant has complied with the Pre-Construction Requirements, then Tenant shall proceed to Section V, Construction Phase, below.

If the Construction Documents are rejected by Landlord's plan reviewer, Tenant shall revise the documents and same shall be resubmitted reflecting changes, corrections and additions, within fourteen (14) days following notification by Landlord of such rejection.

**IV. PRE-CONSTRUCTION REQUIREMENTS**

Upon Construction Document submission to Landlord, application shall be made by Tenant for all appropriate building permits. When the building permits are available, Tenant shall promptly give copies of the permits to Landlord, and Landlord will review the application to assure that the drawings submitted for permit are Landlord-approved Construction Documents.

Tenant must meet with Landlord's representative prior to taking possession of the Leased Premises and sign the Leased Premises acceptance form.

Tenant must place the electric, water and/or gas meters in its name as soon as possible with the appropriate utility companies, but in no case later than five (5) days from the date each service is inspected and approved for service by local authorities and utility companies.

Tenant's general contractor must meet with Landlord's representative prior to the initiation of any work on the Leased Premises to review the Landlord's Construction Rules and Regulations. Tenant's general contractor must submit to Landlord a construction information package before the start of construction. This package must include:

- A. Name, address and local emergency contact for general, mechanical, plumbing, and electrical contractors;
- B. Construction schedule;
- C. Tenant's Contractor's performance and/or labor and material bonds, if so required by Landlord;
- D. Copy of Tenant's Contractor's license;
- E. Copy of the building permit;
- F. A check from the Tenant's Contractor in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) as a construction deposit made payable to the Landlord. This deposit will be returned after the contractor has completed Tenant's Work, provided no rules have been violated, all Landlord's punch list items are corrected, and no damage has occurred to the Shopping Center;

- G. A check from the Tenant's Contractor for \$0.60 per square foot of Leased Premises for construction waste removal made payable to the Landlord.
- H. A check from the Tenant's Contractor for \$0.40 per square foot of Leased Premises for temporary electricity during construction made payable to the Landlord.
- I. Acknowledgement of receipt of Landlord's Construction Rules and Regulations; and;
- J. Evidence of contractor's insurance in accordance with Section 8.04 the Lease.

**V. CONSTRUCTION PHASE**

Tenant shall commence construction of Tenant's Work in the Leased Premises not later than (5) days after whichever of the following shall be the latest to occur:

- A. The date of receipt by Tenant of Landlord's approval of Tenant's Construction Documents;
- B. The date that the requisite permit for the commencement of Tenant's construction is available; or
- C. The date Landlord gives written notice to Tenant that Landlord's Work is substantially completed.  
Tenant shall thereafter diligently pursue to completion all of Tenant's Work.

Upon completion of Tenant's Work, Tenant shall deliver to Landlord (i) a copy of its Certificate of Occupancy, (ii) one (1) copy on CD of Tenant's "as-built" plans in .pdf or .dwg (CADD) format and (iii) final unconditional waiver of lien and affidavit from Tenant's general contractor. Tenant shall not open for business in the Leased Premises until the Leased Premises fully and strictly complies with Tenant's Construction Documents, as approved by Landlord, in the reasonable judgment of Landlord or Landlord's representative.