

LANDLORD WORK LETTER

DESCRIPTION OF LANDLORD'S WORK

Landlord agrees to construct for Tenant the Premises as set forth herein ("Landlord's Work"). Landlord's Work shall also include preparation by Landlord, at its sole cost and expense, of plans and specifications, created by an architect, of the structural, mechanical, electrical, plumbing, accessibility, fire and life safety calculations (if required) civil (site) plans, and improvements comprising the Premises. Landlord's Work shall be completed in accordance with the plans approved by Tenant in writing (provided, however, Tenant's failure to approve or disapprove of any plans within ten (10) business days after submission by Landlord to Tenant (by written notice to Tenant) shall be deemed an approval by Landlord of such plans, and further provided that Tenant shall not have any right to object to or withhold approval of any of Landlord's plans so long as the plans are in compliance with and consistent with this Exhibit D-1 and the other provisions of this Lease relating to such Landlord's Work). If not sooner provided, within forty five (45) days after execution of the Lease, Landlord shall deliver to Tenant one (1) full set of drawings reflecting the Landlord's Work that will be completed as necessary to prepare the Premises for Tenant's Work and as described below. The Plans and Landlord's Work shall be in accordance with the requirements of the Lease and this Exhibit D-1. Landlord's Work shall be done at Landlord's sole cost and expense. Landlord's Work shall be completed in accordance with all applicable governing codes, in a good and workmanlike manner, utilizing first quality new materials. If Landlord's Work is not in accordance with this Exhibit D-1 and if Landlord fails to correct or complete the same (or commence and diligently pursue completion) within ten (10) days after written notice from Tenant of such noncompliance, Tenant shall have the option to complete Landlord's Work and offset the costs incurred against rent due Landlord with interest at the Default Rate of Interest.

Landlord's Work shall include the following:

1. GENERAL SITE PREPARATION :

a. The Premises shall be free of all Hazardous Substances (including, but not limited to, asbestos, underground storage tanks, etc.). Hazardous Substances shall be properly handled as required by governing codes and regulations. Any soil issues, with regard to contamination and stability, shall be addressed and corrected to levels acceptable to local and national governing agencies. Necessary tests are at Landlord's sole cost and expense.

b. All ADA requirements and all other governing codes must be adhered to in all aspects of the site and building development.

c. If new construction, Landlord to provide a copy of the survey of the parcel.

2. SITEWORK :

Landlord shall install and provide:

a. Parking, Driveway and Delivery Areas: If parking lot is existing, Landlord shall repair and/or mill, resurface, and seal and stripe the entire parking lot area.

b. Sidewalks and Pedestrian Ways: Any new walks shall be concrete or other hard-surfaced material designed and installed per industry standards and governmental requirements.

c. Landscaping: The landscaping is existing and Landlord will clean up and replace any trees/shrubs that are dead and removed before tenant opens for business.

d. Demolition: Necessary demolition to prepare the site for Landlord's Work and Tenant's Work.

e. Utilities: Landlord to provide electrical, gas, sanitary and sewer service to the Premises and pay all connection and hook-up/tapping/development fees associated. Utilities shall be in accordance with Tenant's plans and specifications and as follows:

i. Water Service: Water service to be 1" - 1 1/2" with a static pressure of 60 psi - 90 psi. Actual pipe sizing and pressure will be determined by the distance from the main water line to the building. Water line shall be stubbed into the premises with a shut off valve installed for tenant to distribute.

ii. Natural Gas Service: Supply a gas line to the building suitable to supply the required design loads of Tenant's HVAC equipment and interior laboratory. All gas piping from the service meter to Tenant's equipment shall be installed by Tenant.

iii. Sewer Service: 4" minimum sewer line stubbed into the premises at an invert elevation no less than -30" below finished floor.

iv. Telephone/High Speed Service: Two inch (2") minimum conduit with pull string and other hardware as required by the telephone company from the nearest telephone service facility and terminating on a plywood backer at a location in the Premises to be determined by Tenant.

v. Electrical Service: As per Section 7.

vi. A separate mail box installed by Landlord if required by United States Postal Service and per United States Postal Service specifications.

f. Exterior Lighting: The exterior parking lot lighting for the Shopping Center is existing and will be delivered in good working order.

g. Trash Enclosure: The trash enclosure is existing and will remain in the current location. Landlord shall make any necessary repairs and repaint the exterior of the enclosure prior to the Delivery Date.

h. Storm Water/Site Drainage: Site drainage/catch basins throughout parking and planted areas are existing and will be delivered in good working order.

3. BUILDING SHELL : Building Shell shall include, but not be limited to:

a. Structural components in accordance with the Plans and applicable building codes. Building height shall accommodate (i) a ten foot (10') window frame height, (ii) a minimum eight foot six inch (8'6") height Exterior Insulation Finish System (EIFS) sign band and applicable structural supports for Tenant's signs(s) & awning(s), one-half inch (1/2") plywood minimum for sign band & awning blocking (see attached building look) (Landlord to verify sign band height and length with Construction Manager prior to start of Landlord's Plans), (iii) with a minimum eleven foot (11') clear interior unobstructed space above the floor (to be determined), and (iv) a minimum thirteen feet (13') floor to bottom of roof deck height (to be determined). All systems and components, including, but not limited to, lights, ducts, sprinkler system, telephone lines, conduit, plumbing, roof drains, and structural elements shall be installed above ten (10').

b. Complete roofing system with a minimum ten (10) year transferable manufacturer warranty. Ventilation and insulation shall conform to applicable building codes. Rigid Insulation shall be installed on the exterior of the roof deck (R30 minimum R value per local code). The roof shall pitch toward the front entrance of the Premises. The material shall be 60 mil EPDM (Rubber) membrane roof or Ultraply roof Membrane.

c. Exterior wall system shall include adequate backing for Tenant's signs & awnings. Landlord shall use Tenant's Guide Plan to design the building. Such guide plans have all specifications within. Any deviation from the guide plans will need to be approved by the Tenant. A set of guide plans can be sent to you upon request. Final elevations shall be approved by Tenant.

d. Exterior surfaces and trade dress to be finished and painted if needed by Landlord per approved elevations. Landlord shall provide building address numbers in accordance with applicable building codes.

e. Perimeter walls shall be ready for drywall or furred out with either 2" hat channel or 2 x 4 studs. All Perimeter walls shall be insulated with an R value of R19 or applicable to local building codes. Exterior walls shall have a functioning vapor barrier installed. (If applicable to climate) Tenant will install all drywall.

f. Tenant separation walls shall be constructed with six inch (6") wood studs spaced @ 16" on center from floor to underside of roof deck. 6" insulation shall be installed for sound attenuation. No drywall on Tenant's side of wall shall be installed.

g. All energy calculations, if required by governmental authorities, will be made in accordance with Tenant's plans and specifications.

4. FLOOR SLAB AND FINISH : A smooth and level concrete floor slab, with not more than one-eighth inch (1/8") variation in ten feet (10'). Tenant shall remove and replace the floor slab as required for Tenant to install their underground plumbing and electrical. All floor coverings to be installed by Tenant. The slab is existing, Landlord will install an ardex (concrete based) leveling product to obtain the floor flatness specification listed above.

5. STOREFRONT/DOORS/WINDOWS :

a. Storefront window frames: Storefront to be provided by Landlord and shall include a minimum window frame height of ten feet (10') above finish floor and door locations in accordance with Tenant's plans. The storefront shall include all storefront structural components, with all columns and voids, completed and clad with storefront metal. The storefront window frames shall be Kawneer two inch by four and one-half inch (2"x 4 1/2") IS451 center glazed system with a five (5) year manufacturer's warranty or equal.

b. Doors: Narrow style 250 A.D.A. approved single acting, fully weather-stripped, surface applied, LCN 4041 or approved closers, one-half inch (1/2") maximum threshold, Type "B" push/pull hardware pairs 3070 with transom, and one-quarter inch (1/4") clear tempered door glass.

c. Glass: Minimum one inch (1") clear insulated low-E, with written verification from Glass Company, dual sealed units.

d. Secondary exit/service door: shall be minimum 3'-0" wide & open directly to the exterior sidewalk per local building codes and ordinances. Secondary exit/service door shall have Hager 4500 series with 45NL ARC US26D. The rear service door shall have exterior "keyed" access. The location of the Secondary exit/service door shall be approved by Tenant.

6. PLUMBING : Landlord shall provide plumbing as follows:

a. Exterior: Landlord shall provide a minimum of one (1) insulated, exterior hose bibs for free standing projects only.

b. Roof Drains: Landlord shall provide existing roof drains.

c. Fire Sprinkler System: Not required by code.

7. ELECTRICAL :

a. A 400 Amp 120/208V 3 phase service will be made available by Landlord for Tenants use Landlord shall provide and install service to a meter box & fused disconnect for the electrical service dedicated solely to Tenant in accordance with metering requirements of the utility company. Landlord shall install the meter box & disconnect in a location acceptable to the local utility company. Landlord shall be responsible for all installation related service fees. Tenant will pull the service into the building through a properly sized conduit installed by LL. The conduit will terminate within the Tenants mechanical room in the vicinity of the electrical panels.

b. Landlord or utility company shall provide main switchgear, properly sized conduit, switchgear pad, bollards, main electrical service cable, contactors, disconnects, and conduit sweeps main primary electric service to the building. Conduit and wire sizes are per National Electrical Code. All wire and bus shall be copper. Final location must be verified with Tenant prior to installation.

c. Fire Alarm System: Not required by code.

8. HVAC:

a. Landlord and Tenant to coordinate the installation of any new roof top units ("RTUs"). Landlord shall give Tenant (3) three weeks' notice prior to installation of the roof so Tenant can deliver their RTU curbs prior to the roofing being installed. Landlord shall install curbs and provide all structural modifications to the roof structure to accommodate Tenants RTUs.

9. MISCELLANEOUS PROVISIONS APPLICABLE TO LANDLORD'S WORK :

a. Landlord to provide Tenant with a full set of construction documents for the renovation work being performed. Drawings are to include, but not limited to Architectural, Structural, Mechanical, and Electrical, Plumbing & civil drawings.

b. Landlord shall send weekly construction/ progress reports. Reports are to be sent once a week to the Tenant. The reports are to include pictures along with the weekly tasks that were completed.

c. Landlord shall provide Tenant with a written construction schedule for Landlord's Work at least thirty (30) days before commencement of construction.

d. All mechanical, electrical, plumbing and life safety systems shall be new and in good working order at the time Landlord delivers possession of the Premises.

e. Landlord warrants all improvements performed by the Landlord, including, but not limited to mechanical, electrical and plumbing systems, for a period of one (1) year from the Delivery Date and assigns all assignable warranties to Tenant.

f. All permits, including health, fees, licenses, architectural drawings, engineering, consulting services, testing services, or for the development of the Premises and/or Shopping Center, including, but not limited to, water connection or capacity fees, sewer connection or capacity fees, development/licensing fees, school related fees, or offsite development requirements and the like necessary for the foregoing shall be provided by Landlord at its sole cost and expense.

g. Landlord shall, at its sole cost and expense, secure from city or local governing body a substantial completion document or the local equivalent for Landlord's Work. The substantial completion document shall be provided to Tenant's or Tenant's representative or as specified by Tenant under this lease.

h. Landlord shall remove trash and unused construction materials upon completion of Landlord's Work.

Upon completion of Landlord's Work, Landlord will provide Tenant with the names and addresses of the general contractor and the other contractors, subcontractors, suppliers and vendors involved in Landlord's Work.

j. Landlord agrees to hang banners provided by Tenant at the commencement of construction.

k. The foregoing description of Landlord's Work does not supersede any local code requirements. Landlord is responsible for delivering a building that meets all local code requirements.

l. Landlord shall provide access to the sign facade for Tenant's sign installation, including, but not limited to, access to accommodate attachment of the signs to the building and electrical service. Landlord will also provide the roof penetration to allow access for power to Tenant's signage if access is not available through the interior of the Premises.

m. COMPLETION SCHEDULE : Landlord shall cause the construction of Landlord's Work to be undertaken promptly and shall cause the construction of Landlord's Work to be diligently and continuously performed in a good and workmanlike manner.

n. COMPLIANCE : Landlord shall construct Landlord's Work substantially in accordance with all applicable ordinances and statutes and in accordance with the requirements of all regulating authorities and any rating or inspection organization, bureau, association, or office having jurisdiction.

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PROJECT INFORMATION PROJECT NUMBER 1823380 PROFESSIONAL SEAL

SHEET DATES SHEET ISSUE MAY 31, 2018 REVISIONS

SHEET INFORMATION LANDLORD WORK LETTER SHEET NUMBER T2.0

Order Plans @

TENANT BUILD-OUT FOR: ASPEN DENTAL 4011 WARDS ROAD • LYNCHBURG, VA 24502