

EXHIBIT D - 1

Tenant Criteria for Landlord Building Shell

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, plans and specifications, created by an architect approved by Tenant, structural, energy, mechanical, electrical, plumbing, accessibility, fire and life safety calculations (if required) civil (site) plans, landscape plans and improvements comprising the Premises. Landlord's Work shall be completed in accordance with the Plans approved by Tenant in writing. If not sooner provided, within thirty (30) 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.

I. LANDLORD'S WORK:

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: Areas shall be hard-surfaced (10 year life) with concrete and/or asphalt designed and installed to handle usual and customary vehicular traffic per industry standards and governmental requirements and shall be clearly and uniformly striped per industry standards and governmental requirements. If parking lot is existing, Landlord shall repair and/or mill and resurface the entire parking lot area.
b. Sidewalks and Pedestrian Ways: Walks shall be concrete or other hard-surfaced material designed and installed per industry standards and governmental requirements.
c. Landscaping: Landscaping to be approved by Tenant and to be installed per industry standards and governmental requirements. Landscaping is to be designed to maintain maximum building visibility throughout the Lease Term. All grass areas shall be sod. Landlord shall warrant the landscaping for one growing season.
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 water service to the Premises and pay all connection and hookup/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 guaranteed consistent residual pressure of 60-75psi at a residual flow of 35 GPM downstream of any meter, sub-meter, RPZ or backflow preventer. Water line shall be stubbed into tenants mechanical room with a shut off valve installed for tenant to distribute. If booster pump is required the Land lord shall provide an adequately sized "Goulds - Aquavar AB1 variable speed constant pressure system" booster pump. Location of pressure booster pump shall be in designated location in tenant's mechanical room.
ii. Natural Gas Service: Supply a gas line suitable to supply the required design loads of Tenant's HVAC equipment and interior laboratory. If gas is not available Tenant shall install a 100# propane tank at the rear of the plaza/building for Tenant to use gas into the lab space.
iii. Sewer Service: 4" minimum sewer line stubbed into the premises from an invert elevation no less than -30" below finished floor.
iv. Telephone/High Speed Service: Two (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 back at a location in the premises to be determined by Tenant. Two (2") minimum conduit with pull string and other hardware as required by the local high speed internet company from the nearest point of service and terminating on a plywood back at a location in the premises to be determined by Tenant.
v. Electrical Service: As per Section 7.
A separate meter box installed by Landlord if required by United States Postal Service and per United States Postal Service specifications.

External Lighting: The average maintained light level within fifty feet (50') of the Premises, measured from the storefront of the Premises, shall be five (2-3) foot candles measured at the ground level. All site lighting to be LED fixtures.

Trash Enclosure: A concrete pad, concrete apron, enclosure and other components required by applicable building codes, laws, rules, and regulations shall be installed. The final location of the enclosure shall be approved by Tenant. Enclosure shall be suitable for accommodating trash dumpsters and recycling dumpsters as required by applicable building codes and ordinances. The enclosure shall be constructed of materials reasonably compatible with the exterior of the building.

Storm Water/Site Drainage: Site drainage/catch basins throughout parking and planted areas shall be installed by Landlord per applicable building codes. Such drainage/catch basins shall be designed and installed to allow for free drainage and to eliminate standing water.

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 sign(s) & awning(s), five-eight inch (5/8") plywood for sign band & 2" x 6" blocking for awnings (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 twelve foot (12') clear interior unobstructed space above the floor, and (iv) a minimum fifteen and one-half foot (15 1/2') floor to bottom of roof deck height. 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 twelve feet (12').
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 value or per local code). The roof shall not pitch toward the entrance of the building. Roof material shall be 60 mil EPDM (Rubber) membrane roof or Ultraply TPO roof Membrane.

c. Exterior wall system shall include adequate backing for Tenant's signs & awnings. Landlord shall use Tenant's latest set of Guide Plans to design the building with their own architect. 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 are to 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 drywall ready 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") twenty gauge (20 ga) metal 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, free of leveling products, with not more than one-eighth inch (1/8") variation in ten feet (10'). Landlord is to give Tenant (3) three weeks' notice prior to pouring the floor slab so Tenant can install their underground plumbing and electrical. All floor coverings to be installed by Tenant. If the slab is existing, an ardex (concrete based) leveling product can be used to obtain the 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, finished 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 weatherstripped, surface applied, L1 4041 or approved closers, one-half inch (1/2") maximum threshold, Type 1000/1000 hardware pair 3070 with transom, and one-quarter inch (1/4") clear tempered glass.

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

d. Secondary exit/service door: shall be minimum 3'-0" wide & open directly to the exterior or to a handicap accessible exit corridor and/or shall per local building codes and ordinances. Secondary exit/service door shall be Hager 4500 series with 45NL ARC L326D. 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 two (2) insulated, exterior hose bibs for free standing properly.

b. Roof Drains: Landlord shall provide roof drains and complete storm drainage system as required per applicable building code and in locations approved by Tenant. Roof drains are to run and drain to the back of the Premises. If roof drains run and drain to the entrance side of the Premises, such drains must be interior wall roof drains and must be connected to and run into an underground storm drain system or drywell. If Landlord installs interior roof drains, the drains shall be insulated and the location of the drains shall be subject to Tenant's prior written approval.

Fire Sprinkler System: Landlord shall provide, when required by code, a fire sprinkler system in a basic 10 x 10 grid pattern to cover the open space. Tenant to make all modifications to the system to conform to Tenant's layout. If Tenant is required to use Landlord's Fire sprinkler sub-contractor, the bid must be reasonable and within 5% of the lowest competitive bid for such work or Landlord shall increase the TIA in the amount equal to the difference or allow Tenant to use another qualified sub-contractor for such work.

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 (including fuses) for the electrical service dedicated solely to Tenant in accordance with metering requirements of the utility company. Landlord shall install the meter box & fused disconnect (including fuses) 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. 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: Landlord shall provide, when required by code, a fire alarm system which shall be installed to the open floor plan which includes the main fire panel. Tenant to make all modifications to the system to conform to Tenant's layout and tie back into the main panel supplied by the Landlord. If Tenant is required to use Landlord's Fire alarm sub-contractor, the bid must be reasonable and within 5% of the lowest competitive bid for such work or Landlord shall increase the TIA in the amount equal to the difference or allow Tenant to use another qualified sub-contractor for such work.

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 install their RTU curbs prior to the roofing being installed. Landlord shall provide all structural modifications to the roof structure to accommodate Tenants RTUs. Landlord to flash all curbs (including fan curbs), at no additional cost to tenant, only if tenant installs curbs prior to the original roof install.

9. MISCELLANEOUS PROVISIONS APPLICABLE TO LANDLORD'S WORK:

a. Landlord to provide Tenant with a full set of construction documents for the 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, including, but not limited to mechanical, electrical and plumbing systems, for a period of at least one (1) year longer if required under the Lease, 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/license taxes, 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 on-site representative or as specified by Tenant under the Lease.

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

i. 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 from the interior of the Premises for Tenant's sign installation, including, but not limited to, access to accommodate the attachment of the signs to the building and electrical service. Landlord will also provide the means of penetration to allow access for power to Tenant's signage if access is not available through the exterior 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 codes and statutes in accordance with the requirements of all regulating authorities and any national or state inspection organization, bureau, association, or office having jurisdiction.

Order Plans

WWW.Online.com

EXCEL ARCHITECTS • ENGINEERS • SURVEYORS Always a Better Plan 100 Camelot Drive Fond Du Lac, WI 54935 Phone: (920) 926-9800 www.EXCELENGINEER.com

COLLABORATION AspenDental PROJECT INFORMATION TENANT BUILD-OUT FOR: ASPEN DENTAL ~12150 FRONTAGE ROAD • MURRELLS INLET, SC 29576 PROFESSIONAL SEAL

SHEET DATES SHEET ISSUE MAR. 16, 2020 REVISIONS

JOB NUMBER 1860160

SHEET NUMBER T2.0