### EXHIBIT D-1 Aspen Dental

# **Fenant 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 (60) 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. <u>LANDLORD'S WORK:</u>

Landlord's Work shall include the following:

### 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
- 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

### 2. <u>SITE WORK</u>:

### 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.
- Sidewalks and Pedestrian Ways: Walks shall be concrete or other hardsurfaced material designed and installed per industry standards and governmental requirements.
- **Landscaping:** Landscaping to be approved by Tenant and to be installed per industry standards and governmental requirements. Landscape must meet all applicable codes and restrictions, but Landlord will make every reasonable effort to insure Landscaping is 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. Tenant acknowledges and Landlord will be responsible to meet all applicable Municipal Landscape Standards including tree preservation and plant selection and location and Tenant shall not unreasonably withhold approval of design based on Municipal requirements and approvals.
- **Demolition:** Necessary demolition to prepare the site for Landlord's Work and Tenant's Work.
- e. Utilities: Landlord to provide electrical, gas (if available), 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:
  - Water Service: Water service to be 1"- 1 ½" 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.
  - Natural Gas Service: If available at the site from the franchise utility, Landlord will supply one (1) one and one-half inch (1½") gas line suitable to supply the required design loads of Tenant's equipment. If gas is not available, Tenant shall install a 100# propane tank at the rear of the plaza/building for Tenant to pipe gas into the lab space.
  - Sewer Service: 4" minimum sewer line stubbed into the premises at an invert elevation no less then -30" below finished floor.
  - Telephone/Cable Service: Three inch (3") minimum conduit with pull wire 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. Three inch (2") minimum conduit with pull wire and other hardware as required by the cable company from the nearest cable service facility and terminating on a plywood backer at a location in the Premises to be determined by Tenant.
  - Electrical Service: As per Section 9.
  - vi. A separate mail box installed by Landlord if required by United States Postal Service and per United States Postal Service specifications.
- Exterior Lighting: Within the municipal design specifications on site lighting, the Landlord will endeavor to secure. The average maintained light level within fifty feet (50') of the Premises, measured from the storefront of the Premises, shall be five (5) foot candles measured at the ground level, but all lighting specifications are subject to municipal codes and restrictions.
- 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 to 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.

- BUILDING SHELL: Building Shell shall include, but not be limited to:
  - 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 Installation Finish System (EIFS) sign band and applicable structural supports for Tenant's signs(s) & awning(s), one-half inch (½") 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 twelve foot (12') clear interior unobstructed space above the floor, and (iv) a minimum fifteen and one-half foot (15½') 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').
  - 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). 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.
  - Exterior wall system shall be architectural concrete, concrete masonry unit, plaster/stucco, EIFS, brick, stone, or equivalent material selected by Landlord and approved by Tenant. The building system is required to use at least three separate materials for the exterior finishes. The building shall be insulated per applicable building codes (R19 minimum value). Exterior wall system shall include adequate backing for Tenant's signs, awnings & exterior building lights. (See attached drawing & pictures for building look & design) Final elevations to be approved by Tenant, but Tenant will not unreasonably withhold approval as building elevations will be required to meet Municipal design standards that will take
  - 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.
  - Secondary exit/service door shall be minimum 3'-0" wide & open directly to the exterior or to a handicap accessible exit corridor and/or sidewalk Secondary exit/service door shall have panic hardware installed per local building codes and ordinances. The rear service door shall have exterior access hardware installed. The exterior hardware shall also have a keyed access. The location of the Secondary exit/service door shall be approved
  - All energy calculations, if required by governmental authorities, will be made in accordance with Tenant's plans and specifications.
  - 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 (2) Two 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.

### STOREFRONT/DOORS/WINDOWS:

- 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 United States Aluminum or Kawneer two inch by four and one-half inch (2"x 4½") IS451 center glazed system with a five (5) year manufacturer's warranty or equal.
- **Doors:** Narrow style 250 A.D.A. approved single acting, fully weatherstripped, surface applied, LCN 4041 or approved closers, one-half inch (½") maximum threshold, Type "B" push/pull hardware pairs 3070 with transom, and one-quarter inch (1/4") clear tempered door glass.
- Glass: Minimum one inch (1") clear insulated low-E, with written verification from Glass Company, dual sealed units with ten (10) year
- <u>PLUMBING</u>: Landlord shall provide plumbing as follows:
- Exterior: Landlord shall provide a minimum of two (2) insulated, exterior hose bibs.
- 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: A fire sprinkler system, if required by governing agencies, will be supplied and installed at Landlord's sole cost and expense. Landlord will be responsible for all design drawings for both the
  - fire alarm and fire sprinkler system. If such system is required, Landlord shall install in accordance with applicable building codes. Landlord shall supply lines, valves, drops, and pendant style heads as required by applicable building codes and per the vanilla box layout. Landlord shall also provide a backflow preventer if required by applicable building codes. The fire riser shall be in a location approved by Tenant.

# 7. <u>ELECTRICAL</u>

- a. Landlord shall provide and install a dedicated electrical service with a minimum of Two hundred (225) amps voltage to be 120/208, 3-phase, 4wire. In the event that natural gas is not available and electric heat is used, a 400 Amp 120/208 3-phase service will be required. Electrical service to be installed on the back of the building or in a common mechanical room
- Landlord shall provide and install a meter box for the electrical service dedicated solely to Tenant in accordance with metering requirements of the utility company. Landlord shall install the meter box in a location acceptable to 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.
- 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 per National Electrical Code. All wire and bus shall be copper. Final location must be verified with Tenant prior to installation.
- Landlord shall furnish and install a two inch (2") conduit labeled "for Cable TV Company Use Only" from Tenant's mechanical room to the nearest utility pole on site.

# MISCELLANEOUS PROVISIONS APPLICABLE TO LANDLORD'S WORK:

- a. Landlord shall provide Tenant with a written construction schedule for Landlord's Work at least thirty (15) days before commencement of construction.
- All mechanical, electrical, plumbing and life safety systems shall be new and in good working order at the time Landlord delivers possession of the
- 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
- d. 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.
- e. 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
- 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
- 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 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.
- Landlord agrees to hang banners provided by Tenant at the commencement of construction. Permits and permissions for banners must be secured by the Tenant.
- 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.
- 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.
- 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

Landlord shall deliver the Premises to Tenant in the following "Shell" condition:

Base building structure and building enclosure components are complete, including exterior walls, roof, storefront and concrete floor slab. Front and rear door locations to be coordinated with Tenant's floor plan. Building elevations shall be submitted to Tenant for final approval.

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 (2) Two 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.

units (RTU's). Landlord shall give Tenant (2) two 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 roof top units

Landlord and Tenant to coordinate the installation of any new roof top

aluminum trame and windows insulated clear glass in 4-1/4" clear anodized Tenant separation walls shall be constructed with six inch (6") twenty

Storefront with entry door(s) 1/4" clear glass in clear anodized / bronze

# Demising Walls:

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.

# Perimeter Walls:

Perimeter walls shall furred out with either 2" hat channel or 2 x 4 studs. All Perimeter walls shall be insulated with an R value applicable to local building codes and have a functioning vapor barrier installed. Tenant will

Secondary exit/service door shall be minimum 3'-0" wide & open directly to the exterior or to a handicap accessible exit corridor and/or sidewalk. Secondary exit/service door shall have panic hardware installed per local building codes and ordinances. The rear service door shall have exterior access hardware installed. The exterior hardware shall also have a keyed access. The location of the Secondary exit/service door shall be approved

# **Utilities:**

All utilities to be stubbed to the Premises with the following specifications:

Landlord shall provide and install service to a meter box for the electrical service dedicated solely to Tenant in accordance with metering requirements of the utility company. Landlord shall install the meter box in a location acceptable to 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. A 225 Amp 120/208V 3 phase service will be made available by Landlord

## for Tenants use. In the event that natural gas is not available and electric heat is used, a 400 Amp 120/208 3-phase service will be required.

2" empty conduit from the building's demarcation point to the Premises

# Telephone:

with pull string installed. 2" empty conduit from the building's demarcation point to the Premises with pull string installed.

Gas service brought to the building. Tenant is responsible for meter and extension of service line to the Premises. In the event Gas is not available Tenant will set a 100# propane tank at the rear (outside) of the

# Water:

Water service to be 1"- 1 ½" 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 service to be stubbed inside the rear of Premises with shut off valve installed.

Four-inch (4") sanitary sewer service stubbed inside rear of Premises and

basic 10 x 10 grid pattern to cover the open space. Tenant to make all

capped. The invert elevation of the sanitary line shall be a minimum of minus 30" below finished floor. Landlord shall provide, when required by code, a fire sprinkler system in a

Landlord shall provide, when required by code, a fire alarm system which shall be installed to the open floor plan. Tenant to make all modifications to the system to conform to Tenant's layout.

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

modifications to the system to conform to Tenant's layout.

# Chipotle

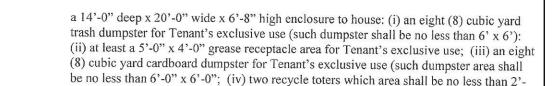
Exhibit "C" Chipotle Mexican Grill Work Letter

# I. Landlord, at its sole cost and expense, shall:

Electrical Service,

- a. Furnish and install one code-compliant 400 amp, 120/208 volt, 3-phase, 4-wire metered service capable of supplying 120 KVA brought to 400 amp fused disconnect switch (to be NEMA 3R rain tight in exterior installations) or 400 amp circuit breaker. Any related electric utility company charges shall be paid by Landlord. Landlord shall provide one set 400A copper THHN conductors, to be 4-500 KCMIL, #1/0 G in 3-1/2" C. for conductor lengths up to 250 feet or 4-600 KCMIL, #1/0 G in 4" C. for conductor lengths over 250 feet, from main disconnect to Tenant's panel board location within the Premises as determined by Tenant in accordance with Tenant's plans for the Premises.
- Fire Alarm: Furnish and install one (1) annuciator panel (at location approved by Tenant) and interface to building system, one (1) horn and strobe, and any other requirements of local jurisdiction.
- Natural Gas: Furnish and install a minimum of 1600MBH natural gas service with a delivery pressure of 7' water column to a location within the Leased Premises. All related natural gas utility company charges shall be
- Water: Furnish and install a separately metered 1.5" or greater dedicated domestic water supply line supplying minimum of 45 gallons per min at 60 psi, routed to a location within the Premises as determined by Tenant in accordance with Tenant's plans for the Premises. All related tap, impact, system development, fixture and/or any similar charges or fees shall be paid by Landlord.
- Telephone: Furnish and install a minimum 1" conduit stubbed at the rear within the Leased Premises originating from the property's joint telephone point of demarcation. If space requires fire alarm and or sprinkler system, one separate, one-inch (1") conduit is required.
- Sewer: Furnish and install two (2) four-inch minimum sanitary sewer lines with minimum invert elevation of 48 inches, one line leading to code-compliant grease interceptor (which Landlord shall install with a minimum capacity of 1,000 gallons or sufficient to meet local code for Tenant's use) with invert as necessary to accommodate grease interceptor installation requirements of Tenant, and one line bypassing the grease interceptor with minimum invert elevation of 48 inches that connects to the main sanitary sewer system. All related tap, impact, system development, fixture and/or any similar charges or fees shall be paid by Landlord.
- Shafts and Enclosures: Landlord to provide a single story structure with direct 24 hour access from Premises to roof deck. All shafts and enclosures shall be furnished and installed by Tenant per code and Tenant shall utilize Landlord's roofer or a roofer approved by the Landlord for all penetrations,
- Roof Screening: Furnish and install all required screening for Tenant's standard rooftop-mounted equipment sufficient to meet applicable local covenants, codes and ordinances.
- Fire Sprinkler: Furnish and install a fire sprinkler system to meet applicable governmental ordinances for the intended use of Tenant as anticipated by the Lease. Modifications to said system shall be at Tenant's expense. All related tap, impact, system development, fixture and/or any similar charges or fees shall be paid by
- Trash and Waste, Provide a convenient well lighted area located within reasonable proximity to the Premises (the location of such area is to be shown on an exhibit to be attached to the lease) for a code compliant trash and waste enclosure to be constructed by Landlord for Tenant's exclusive use. Said enclosure shall be constructed in accordance with applicable laws and comply with any access, height, drainage and/or other requirements of the jurisdictional zoning, sewer and waste removal authorities, as well as any access, vertical clearance (minimum 20'-6") and/or other requirements of the vendor(s) providing waste removal services for Tenant's trash and waste. Such area and enclosure shall be constructed by Landlord per attached exhibit (\*which shall be an

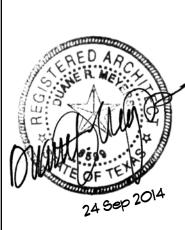
exhibit to the Lease) and meet at least the following criteria, or such additional criteria as may be required by applicable law:



- 11" x 5'-0"; (v) three compost toters which area shall be no less than 2'-11" x 7'-8". 1. Walls: Furnish and install a minimum 6" steel studs, at 16" on center, and 5/8" gypsum board demising wall assembly to meet local code, storefront bulkhead, and rear walls, all to roof deck, taped (fire-taped if required) skimmed, filled (all penetrations fire-sealed if required), and sanded to smooth finish and prepared to receive paint. All exterior walls shall have steel studs and/or furring with insulation that shall meet all local codes.
- . Rear Door: Furnish and install a 3'6" hollow-metal rear door with 120° peephole and code-compliant panic hardware, final location to be determined by Tenant.
- . Roof Access: Furnish and install a permanent, code compliant and OSHA-approved roof access system for Tenant's use. Landlord shall supply Tenant with a key and/or 24-hour access to such roof access system if
- Tenant and give Tenant a credit of \$5 psf for the concrete slab 15. HVAC: Landlord shall provide a CREDIT for: One (1) nominal ton of cooling capacity per 125 square feet in high efficiency, gas/electric RTU's with standard distribution and ducted return, programmable thermostats with locking covers at \$1,500.00 per ton.
- Mechanical Equipment: Landlord agrees that Tenant shall have right to install mechanical equipment upon roof or other functionally appropriate location on or about premises as is necessary and typical for restaurant use. The Landlords roof must be able to accommodate the following:
  - 2,000 lbs. each 800 lbs.
  - Makeup Air Unit
  - Grease Exhaust fan: 200 lbs. Grease Exhaust hood: 800 lbs.
- Roof and/or shell must have insulation to meet local code. . Patio: Furnish and install the concrete slab on a single plane for the patio in accordance with local code and
- . Barrier Free Design: Landford's work outside of Tenant's limit line to comply with A.D.A. and Texas Accessibility Standards for the entire site and shall make any and all improvements including ramps as may be
- equired for compliance thereto at Landlord's expense. Staging Area: Landlord shall designate and allow to be fenced a construction staging area or other suitable
- Arrangements as may be acceptable, adjacent to Tenant's premise and shall permit Tenant's contractor at its expense to place a temporary trailer on site for the purpose of housing temporary construction office activities and storage facilities including a storage container during the course of construction. Temporary Signs: Landlord shall permit Tenant to place temporary signs to indicate Tenant's impending
- Occupancy of the premises during the period from lease execution until opening of the restaurant and grand opening signage from opening until 30 days after opening. All Signage shall be in conformance with local
- Hazardous Materials Abate asbestos, lead based paint and /or any other hazardous materials if determined. to be present.
- Special Provisions: a. Treat for and exterminate any infestation of rodents, termites, carpenter ants or other insects or
  - b. Provide for repair of damage caused by any such infestation.



Revisions



24 Sep 2014