



DRAFT WORK LETTER

Dated _____

By and Between (Lessor) _____

(Lessee) _____

Address of Premises: _____

1. **The Improvements.** The Premises shall be modified with the following improvements or work: _____

(the "Improvements"). The Improvements shall be of the quality which is standard for the Building, which quality shall be determined by Lessor ("Standard Improvements(€)" - See paragraph 12 below).

2. **Preliminary Plans.** Within _____ days after the Parties have mutually executed and delivered this Lease, Lessor shall prepare preliminary plans and specifications for the completion of the Improvements ("Preliminary Plans"). The Preliminary Plans shall itemize the work to be done by each Party, including, an estimate of the cost any work required of Lessor which is not a Standard Improvement. Lessee shall approve the Preliminary Plans and the preliminary cost estimate or specify with particularity Lessee's objection thereto within _____ days following delivery thereof by Lessor. Lessee's failure to timely approve or disapprove the Preliminary Plans and the preliminary cost estimate shall constitute Lessee's approval thereof. If Lessee shall disapprove all or any part of the Preliminary Plans, and the Preliminary Plans cannot in good faith be modified within 10 days after such disapproval to be acceptable to both Lessor and Lessee, then this Lease shall terminate upon notice thereof by one Party to the other, Lessor shall refund to Lessee any Security Deposit or prepaid rent by Lessee, less the cost of the Preliminary Plans, legal fees and other costs incurred by Lessor in connection with this Lease, and neither Party shall thereafter have any obligation, liability or responsibility to the other Party for any reason whatsoever having to do with this Lease. The Preliminary Plans, when approved by Lessee, shall supersede any prior agreement of the Parties concerning the Improvements.

3. **Final Plans.** After the Parties have, or are deemed to have, mutually approved the Preliminary Plans, Lessor shall prepare final plans and specifications for the completion of the Improvements ("Final Plans"), including an estimate of the cost the Improvements in excess of Lessor's Standard Improvements. Lessee shall approve the Final Plans and the final cost estimate or specify with particularity Lessee's objection thereto within _____ days following delivery thereof by Lessor. Lessee's failure to timely approve or disapprove the Final Plans and the final cost estimate shall constitute Lessee's approval thereof. If Lessee shall disapprove all or any part of the Final Plans, and the Final Plans cannot in good faith be modified within 10 days after such disapproval to be acceptable to both Lessor and Lessee, then this Lease shall terminate upon notice thereof by one Party to the other, Lessor shall refund to Lessee any Security Deposit or prepaid rent by Lessee, less the cost of the Preliminary Plans, Final Plans, legal fees and other costs incurred by Lessor in connection with this Lease, and neither Party shall thereafter have any obligation, liability or responsibility to the other Party for any reason whatsoever having to do with this Lease. The Final Plans, when approved by Lessee, shall supersede the Preliminary Plans and any prior agreement of the Parties concerning the Improvements.

4. **Construction.** If Lessor's estimated cost constructing the Improvements exceeds Lessor's estimated cost of the Standard Improvements, before Lessor is obligated to start construction of the Improvements or perform any acts in furtherance thereof, Lessee shall pay to Lessor in cash a sum equal to such excess. If the Final Plans are approved or deemed approved by Lessor and Lessee, and Lessee pays Lessor for such excess, then Lessor shall construct the Improvements. Lessee shall, within 5 days of demand by Lessor, pay for all non-Standard Improvements.

5. **Completion.** The term "Completion", as used in this Work Letter, is hereby defined to mean the date the building department of the municipality having jurisdiction of the Premises shall have made a final inspection of the Improvements and authorized a final release of restrictions on the use of public utilities in connection therewith and the Premises are in a broom-clean condition. If the Improvements, or any portion thereof, have not reached Completion by the Commencement Date, this Lease shall not be invalid, Lessor shall not be subject to any liability therefore in any respect whatsoever, and as Lessee's sole and exclusive, Lessor shall use commercially reasonable efforts to complete the same. Lessee shall use Lessee's best, good faith, efforts and all due diligence to cooperate with the Lessor to complete all phases of the construction of the Improvements, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor.

6. **Delay.** If Lessor shall be directly or indirectly delayed at any time in the progress of the planning or construction of the Improvements by strikes, lockouts, fire, delay in transportation, unavoidable casualties, rain or weather conditions, governmental procedures or delay, or by any other cause beyond Lessor's control ("force majeure"), or by Lessee's Breach or Default, by any acts or omissions of Lessee, Lessee's agents, employees, contractors, including extra work, changes in construction ordered by Lessee ("Lessee Delay"), then the Commencement Date established in the Lease shall be extended by the period of such force majeure delay

and Lessee Delay; provided, however, Lessor may elect to designate the Commencement Date as the date Completion of the Improvements would have occurred if such Lessee Delays had not occurred. Lessee shall from time to time, upon Lessor's request, meet with Lessor or Lessor's representatives and provide sufficient information for the preparation of the Preliminary Plans or the Final Plans, or otherwise for the timely and property construction of the Improvements.

7. **Extra Work.** Notwithstanding anything to the contrary in the Lease or this Work Letter, if at any time before the actual Completion of the Improvements, any governmental body, authority or instrumentality does or may require any work to be performed outside of the Premises, such as the Building Common Areas, fire life safety or any other systems, and the cost of such extra work is estimated to exceed _____ then Lessor shall have the right to terminate this Lease by giving written notice of such election ~~upon notice thereof~~ to Lessee. In the event that the Lessor elects to terminate this Lease, Lessee shall have the right within 5 days of the receipt of such notice of termination to give written notice to Lessor of Lessee's commitment to pay for such extra work. Lessee shall provide Lessor with the necessary funds to perform such work within 5 days thereafter. ~~±~~ If Lessee does not make the required commitment or does not forward the necessary funds within the time limits specified then this Lease shall terminate and Lessor shall refund to Lessee any Security Deposit or Rent prepaid ~~rent~~ by Lessee, and neither Party shall thereafter have any obligation, liability or responsibility to the other Party for any reason whatsoever having to do with this Lease.

8. **Term.** Any time after Completion of the Improvements, upon request by Lessor, the Parties shall execute an amendment to the Lease confirming the date of Completion of the Improvements, the date that Lessor delivered possession of the Premises to Lessee, the Commencement Date and Expiration Date of this Lease.

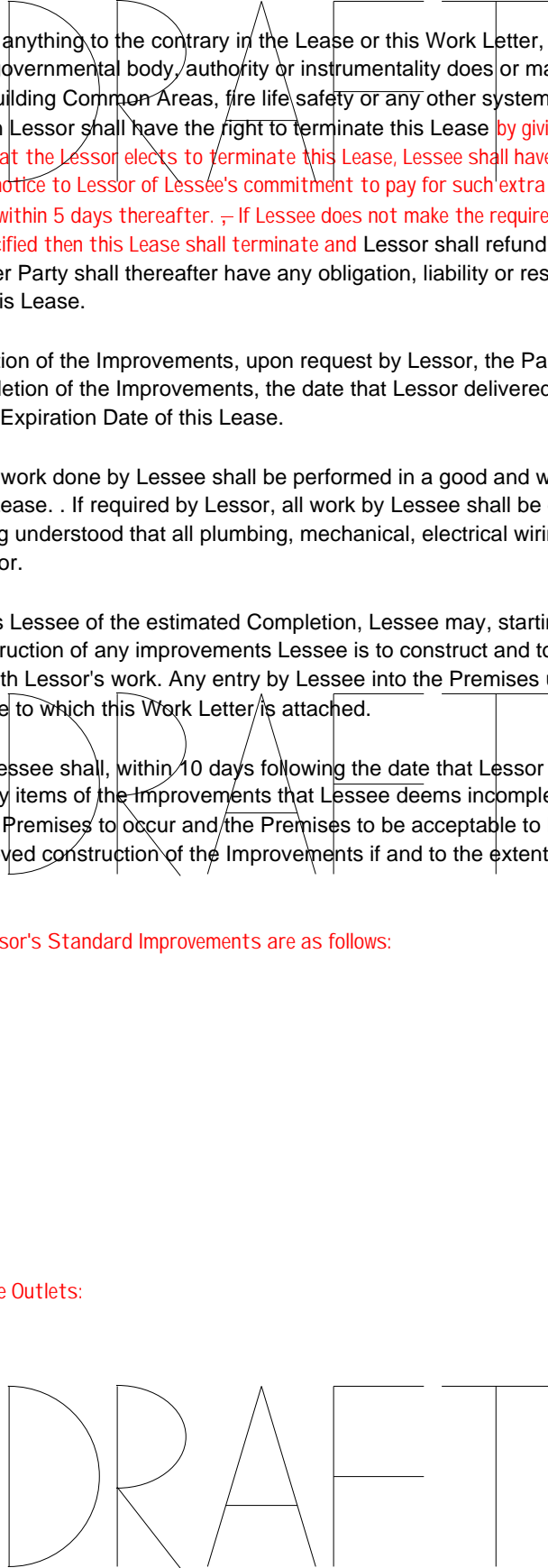
9. **Work Done by Lessee.** Any work done by Lessee shall be performed in a good and workmanlike manner and in full compliance with paragraph 7.3 of this Lease. . If required by Lessor, all work by Lessee shall be done only with union labor and only by contractors approved by Lessor, it being understood that all plumbing, mechanical, electrical wiring and ceiling work are to be done only by contractors designated by Lessor.

10. **Early Entry.** If Lessor notifies Lessee of the estimated Completion, Lessee may, starting as of 10 days before said date, enter the Premises to commence construction of any improvements Lessee is to construct and to equip and fixturize the Premises, as long as such entry does not interfere with Lessor's work. Any entry by Lessee into the Premises under this paragraph shall be under all of the terms and provisions of the Lease to which this Work Letter is attached.

11. **Acceptance of Premises.** Lessee shall, within 10 days following the date that Lessor delivered possession of the Premises to Lessee, notify Lessor in writing of any items of the Improvements that Lessee deems incomplete or incorrect in order for the Completion of the Improvements in the Premises to occur and the Premises to be acceptable to Lessee. Lessee shall be deemed to have accepted the Premises and approved construction of the Improvements if and to the extent Lessee does not deliver such a list to Lessor within said time period.

12. **Standard Improvements** Lessor's Standard Improvements are as follows:

- a. Partitions:
- b. Wall Surfaces:
- c. Window Coverings:
- d. Floor Coverings:
- e. Doors:
- f. Electrical and Telephone Outlets:
- g. Ceilings:
- h. Lighting:
- i. HVAC Ducting:
- j. Sound Proofing:
- k. Plumbing:



NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No.: (213) 687-8777. Fax No.: (213) 687-8616.

INITIALS

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