

WORK LETTER TO STANDARD OFFICE LEASE

Dated: _____

By and between: _____

The Premises shall be constructed in accordance with Lessor's Standard Improvements, as follows:

1. **Partitions**

DRAFT

2. **Wall Surfaces**

3. **Draperies**

DRAFT

4. **Carpeting**

5. **Doors**

6. **Electrical and Telephone Outlets**

DRAFT

7. **Ceiling**

8. **Lighting**

DRAFT

9. **Heating and Air Conditioning Ducts**

10. **Sound Proofing**

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11. **Plumbing**

12. **Entrance Doors**

13. **Completion of Improvements**

Lessor shall construct and complete improvements to the Premises in accordance with the plans and specifications prepared by _____, dated _____, consisting of sheets _____ (the "Improvements")

14. **Preparation of Plans and Specifications**

Within _____ days after the date of this Lease Lessor shall prepare at its cost and deliver to Lessee for its approval _____ copies of preliminary plans and specifications for the completion of the Premises, which plans and specifications shall itemize the work to be done by each party, including a cost estimate of any work required of Lessor in excess of Lessor's Standard Improvements. Lessee shall approve said preliminary plans and specifications and preliminary cost estimate or specify with particularity its objection thereto within _____ days following receipt thereof. Failure to so approve or disapprove within said period of time shall constitute approval thereof. If Lessee shall reject said preliminary plans and specifications either partially or totally, and they cannot in good faith be modified within 10 days after such rejection to be acceptable to Lessor and Lessee, this Lease shall terminate and neither party shall thereafter be obligated to the other party for any reason whatsoever having to do with this Lease, except that Lessee shall be refunded any security deposit or prepaid rent. The plans and specifications, when approved by Lessee, shall supersede any prior agreement concerning the Improvement.

15. **Construction.**

If Lessor's cost of constructing the Improvements in the Premises exceeds the cost of Lessor's Standard Improvements, Lessee shall pay to Lessor in cash before the commencement of such construction a sum equal to such excess.

If the final plans and specifications are approved by Lessor and Lessee and Lessee pays Lessor for such excess, then Lessor shall, at its sole cost and expense, construct the Improvements in accordance with said approved final plans and specifications and all applicable rules, regulations, laws or ordinances.

16. **Completion.**

16.1 Lessor shall obtain a building permit to construct the Improvements as soon as possible.

16.2 Lessor shall complete the construction of the Improvements as soon as reasonably possible after the obtaining of necessary building permits.

16.3 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 same are in a broom-clean condition.

16.4 Lessor shall use its best efforts to achieve Completion of the Improvements on or before the Commencement Date set forth in the Lease or within 180 days after Lessor obtains the building permit from the applicable building department, whichever is later.

16.5 In the event that the Improvements or any portion thereof have not reached Completion by the Commencement Date, this Lease shall not be invalid, but rather Lessor shall complete the same as soon thereafter as is possible and Lessor shall not be liable to Lessee for damages in any respect whatsoever.

16.6 If Lessor shall be delayed at any time in the progress of the construction of the Improvements or any portion thereof by extra work, changes in construction ordered by Lessee, or 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, then the Commencement Date established in the Lease shall be extended by the period of such delay.

17. **Term**

Upon Completion of the Improvements as defined in paragraph 16.3 above, Lessor and Lessee shall execute an amendment to the Lease setting forth the date that Lessor delivered possession of the Premises to Lessee as the Commencement Date of this Lease.

18. **Work Done by Lessee.**

Any work done by Lessee shall be done only with Lessor's prior written consent and in conformity with a valid building permit and all applicable rules, regulations, laws and ordinances, and be done in a good and workmanlike manner of good and sufficient materials. All work 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.

19. **Taking of Possession of Premises.**

Lessor shall notify Lessee of the estimated Completion date at least 10 days before said date. Lessee shall thereafter have the right to enter the Premises to commence construction of any Improvements Lessee is to construct and to equip and fixtimize the Premises, as long as such entry does not interfere with Lessor's work. Any entry by Lessee of the Premises under this paragraph shall be under all of the terms and provisions of the Lease to which this Work Letter is attached.

20. **Acceptance of Premises**

Lessee shall notify Lessor in writing of any items that Lessee deems incomplete or incorrect in order for the Premises to be acceptable to Lessee within 10 days following the date that Lessor delivered possession of the Premises to Lessee. Lessee shall be deemed to have accepted the Premises and approved construction if Lessee does not deliver such a list to Lessor within said number of days.

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