WORK LETTER AGREEMENT (Landlord Coordinated)

This WORK LETTER AGREEMENT ("Agreement") is being entered into as of _____________, 19___ between __________________ a _____________________ ("Landlord"), and __________________ a _____________________ ("Tenant"), in connection with the Lease dated as of _____________, 19___ ("Lease") between Landlord and Tenant. Landlord and Tenant hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION.**

1.1. General.

This Agreement sets forth how certain interior improvements ("Tenant Improvements") to the premises leased by Tenant pursuant to the Lease ("Premises") are to be constructed, who will be responsible for the construction of the Tenant Improvements, who will pay for such construction, and the time schedule for the completion of such construction. All provisions of the Lease shall apply to this Agreement except to the extent clearly inconsistent with this Agreement or otherwise inapplicable. This Agreement is a part of the Lease.

1.2. Capitalized Terms.

Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth for them in the main body of the Lease. As used in this Agreement, the following capitalized terms have the following meanings:

"Building" means the building or structure of which the Premises are a part.

"Building Requirements" means all requirements and criteria promulgated by Landlord from time to time with respect to the construction of improvements in the Building (the initial Building Requirements are set forth in section 2.2 hereof).

"Commencement Date" means the date of Substantial Completion of the Tenant Improvements accelerated by the number of days, if any, that Substantial Completion was delayed due to Tenant Delays.

"Construction Plan" means the plans and specifications prepared...
by Tenant's Architect, at Tenant's expense, for the supply, installation and finishing of Tenant's Work at the Premises.

"Engineering Plan" means the plans and specifications (including mechanical, electrical and structural working drawings) for the supply, installation, and finishing in the Premises, or in the adjacent shell and core areas of the Building, of wiring, lights and switches, heating, ventilation and cooling equipment and controls, telephone and electrical outlets, plumbing and fixtures, fire protection, fire warning and security systems, and other mechanical, electrical and structural requirements, equipment and facilities not included in the Construction Plan which are attached to and form part of, and are necessary for the use and operation of, the Premises. The Engineering Plans are to be prepared by Tenant's Engineer at Tenant's expense.

"Furniture Plan" means the plans and specifications prepared by Tenant's Architect, at Tenant's expense, of the furniture that Tenant intends to initially install or place in the Premises.

"Landlord Delays" means any delays attributable to any of the following: (i) delays in the giving of authorizations or approvals by Landlord, (ii) delays due to the acts or omissions of Landlord, where such acts or omissions delay the Substantial Completion of the Raw Building or the Tenant Improvements, as applicable, and (iii) delays due to the failure to permit Tenant access to and use of the Premises, or other Building facilities and services, to prepare the Space Plan, Construction Plan, Engineering Plan and Furniture Plan, and/or to perform the Tenant's Work.

"Landlord's Contractor" means the contractor(s) and subcontractor(s) engaged by Landlord from time to time to carry out the construction of Raw Building.

"Management Fee" means a management fee payable to Landlord equal to \( \% \) of the Tenant Construction Costs. The Management Fee shall be payable to Landlord in consideration of Landlord's supervision of the Tenant's Work and Landlord's overhead expenses in connection therewith.

"Pay Request" means a monthly billing statement prepared by Tenant and submitted to Landlord with the additional documents set forth in Section 7.1 for reimbursement of payments to Tenant's Architect, Tenant's Contractor, and Tenant's Engineer.

"Raw Building" means the Premises as equipped with the items to be supplied and installed by Landlord at no cost to Tenant in accordance with Article 4 of this Agreement.

"Raw Building Drawings" means the drawings of the Raw Building as described in Article 2.

"Reserve Account" means the account, to be maintained by Landlord in Tenant's name at a bank acceptable to Landlord and Tenant, and contributed to by Tenant as set forth in Article 6, for the payment of Tenant Costs in excess of the Tenant Improvement Allowance.

"Space Plan" means a preliminary conceptual layout of the
Premises for use by Landlord in evaluating Tenant's proposed space utilization of the Premises, to be prepared by Tenant's Architect at Tenant's expense.

"Substantial Completion" means, as applicable, either (i) the substantial completion of the Raw Building, as evidenced by the issuance of a shell-and-core certificate of occupancy or temporary certificate of occupancy for the Building, or (ii) the substantial completion of the Tenant Improvements, as evidenced by the issuance of a tenant certificate of occupancy or temporary certificate of occupancy for the Premises. The Tenant Improvements shall be deemed to be Substantially Complete even though "punch list" items still remain to be performed. Landlord shall cause all "punch list" items to be corrected as soon as reasonably practical.

"Tenant Construction Costs" means Tenant Costs exclusive of the Management Fee.

"Tenant Costs" means all costs stated herein as being chargeable to or payable by Tenant (including costs reimbursable by Landlord from the Tenant Improvement Allowance) in connection with the design, engineering, supply, installation, construction, supervision and finishing of the Tenant's Work, including the Management Fee.

"Tenant Delays" means delays in obtaining Substantial Completion of the Tenant's Work due to (i) any failure by Tenant to comply with the dates and time limits in this Agreement, (ii) any failure by Tenant to pay when due any sums due and owing by Tenant for the construction of the Tenant Improvements, (iii) the inclusion by Tenant of specialty materials or specialty construction methods in the Tenant's Work which cannot be timely incorporated into the construction of the Tenant Improvements, (iv) Tenant's request for changes in the Space Plan, the Construction Plan, the Engineering Plan or the Furniture Plan after approval thereof by Landlord, or (v) any other act or omission of Tenant, where such act or omission delays the Substantial Completion of the Tenant's Work.

"Tenant Improvement Allowance" means an allowance to be provided by Landlord to Tenant, in the amount of _______ Dollars ($___) per net rentable square foot of the Premises, to be applied toward the Tenant Costs in accordance with the provisions of this Agreement.

"Tenant's Architect" means the professional architect(s) and/or engineer(s) engaged by Tenant, subject to Landlord's reasonable approval, at Tenant's expense, to prepare the Construction Plan, the Space Plan and/or the Furniture Plan.

"Tenant's Contractor" means the contractor(s) engaged by Landlord, subject to Tenant's reasonable approval, at Tenant's expense, to construct and finish the Tenant's Work.

"Tenant's Engineer" means the architect(s) and/or engineer(s) engaged by Landlord, at Tenant's expense, to prepare the Engineering Plan.
"Tenant's Work" means all work items in the design, supply, engineering, installation, construction and finishing of the Tenant Improvements, including all work items in the Construction Plan, the Engineering Plan, the Furniture Plan and the Space Plan, which are not part of Raw Building.

2. RAW BUILDING DRAWINGS AND BUILDING REQUIREMENTS.

As soon as is practicable following the full execution of the Lease, Landlord shall deliver to Tenant or Tenant's Architect, the Raw Building Drawings and the Building Requirements containing the information described below.

2.1. Raw Building Drawings.

The Raw Building Drawings shall contain the following information with respect to the Premises:

2.1.1. Floor Plan.

A dimensioned outline floor plan at a minimum scale of 1/4" = 1'0".

2.1.2. Structural Drawings.

Structural drawings showing the size and layout of the framing for the floor on which the Premises are located.

2.1.3. Mechanical Drawings.

Mechanical drawings showing the location of:

(a) primary air distribution duct work;
(b) sprinkler system for an open floor plan;
(c) heating, cooling and ventilation systems;
(d) water supply and drainage systems and access for tenant constructions;
(e) fire hose cabinet;
(f) access to auxiliary condenser water system; and
(g) life safety systems.

2.1.4. Electrical Drawings.

Electrical drawings showing the location of:

(a) fire detection and fire warning systems;
(b) electrical panels; and
(c) telephone back-board panels.

2.2. Building Requirements.

The Building Requirements shall contain the following information and guidelines with respect to the design and construction of the Premises:
2.2.1. Information.

Information outlining drywall partitions and ceiling trim, wall paint, carpeting, wall base, doors, frames and hardware, lighting and fixtures, window coverings, and ceiling systems.

2.2.2. Design Criterion.

Design criterion information outlining:
(a) interior architecture, specifying partitions, ceilings systems and entries;
(b) mechanical engineering, specifying heating and cooling loads, ventilation, supplemental HVAC equipment, lighting and duct work coordination and special exhaust systems;
(c) electrical engineering, specifying power budget and lighting;
(d) structural engineering, specifying floor loads and stairs; and
(e) fire protection systems, specifying alarms and communications, emergency lighting and sprinkler systems.

2.2.3. Plans and Specifications.

Architectural and engineering plans, specifications and drawings.

3. TENTANT’S SPACE PLAN AND CONSTRUCTION PLAN.

The design, layout, finishes and equipment for the Premises to be determined by Tenant in accordance with this Agreement, shall be compatible with the quality and capacity of the Building and the Building Requirements and shall be subject to Landlord's reasonable approval.

3.1. Space Plan.

On or before the fifteenth (15th) business day following receipt by Tenant of the Raw Building Drawings and the Building Requirements, Tenant shall deliver to Landlord six (6) copies of a Space Plan.

3.2. Approval of Space Plan.

On or before the tenth (10th) business day following receipt of the Space Plan, Landlord shall either notify Tenant of its approval of the Space Plan or of the changes thereto reasonably required by Landlord. If such changes are required, Tenant shall, on or before the tenth (10th) business day following Landlord's notice of required changes, deliver to Landlord an amended Space Plan which reflects such required changes.

3.3. Construction and Furniture Plans.

On or before the twentieth (20th) business day following the later of Landlord's approval of the Space Plan under Section 3.2 or Landlord's receipt