WORK LETTER

This Work Letter is part of the Lease. All capitalized terms not defined in this Work Letter have the same meaning provided in the Lease.

1. CONSTRUCTION REPRESENTATIVES

1.1 Landlord's Director of Construction or Senior Project Manager of Landlord's Construction Department ("Landlord's Representative") will represent Landlord in connection with Landlord's duties under this Work Letter.

1.2 Tenant will designate an individual ("Tenant's Representative") to represent Tenant in connection with Tenant's duties under this Work Letter.

1.3 Landlord's Representative and Tenant's Representative will communicate with each other concerning matters covered by this Work Letter. Either party may change its representative by giving written notice to the other.

2. AS-IS CONDITION

2.1 Except for Landlord's obligation to furnish the Construction Allowance, Tenant accepts the Premises and Leasehold Improvements in their as-is condition and Landlord will have no obligation to improve the Premises, Common Areas or Building, or provide Tenant with any allowance to do so.

### {Compliance Work Exception}

2.2 Notwithstanding anything to the contrary contained in §2.1, Landlord shall, at Landlord's cost and expense (and not as a Work Cost), perform such improvements to the Common Areas on the floors on which the Premises are located as may be required by governing entities as a condition of approval of Tenant's Work and/or Tenant's occupancy of the Premises ("Landlord's Work"); provided, however, that if such Landlord's Work is required as a result of any item of Tenant's Work is that is not a customary improvement for office use, then Tenant shall reimburse Landlord for the cost of such Landlord's Work as a Work Cost. Nothing in this §2.2 will prevent Landlord from obtaining a waiver or variance from any or all Landlord's Work so long as the waiver or variance does not materially increase Work Costs (or Landlord reimburses Tenant for the increased Work Costs) or materially adversely affect Tenant's use of the Premises for the Use.

3. TENANT'S WORK

3.1 All work shown on the finalized and fully-approved Construction Drawings or otherwise required as a condition of obtaining permits, approvals and certificates from governing authorities necessary for construction of the work and Tenant's use and occupancy of the Premises, will be performed and constructed by Tenant ("Tenant's Work"). Tenant's Work will conform to the approved Construction Drawings, as the same may have been modified and amended by approved Change Orders.

3.2 Tenant's Work will be performed, constructed, installed, inspected and supervised in a good and workmanlike manner, and otherwise in accordance with the provisions of this Work Letter, the Lease, and the "Tenant and Building Improvement Manual" or other written standards for construction established by Landlord for the Building (the "TI Manual") in effect when Tenant's Work is being performed. Tenant acknowledges receipt of the TI Manual in effect as of the Date.

4. CONSTRUCTION SCHEDULE; DELAY

4.1 Not later than 10 days prior to commencing the performance of Tenant's Work in the Premises, Tenant will furnish Landlord with a schedule (the "Construction Schedule") showing all major trades and that dates that each such trade will be performing work in the Premises, which Construction Schedule will be subject to Landlord's approval, such approval not to be unreasonably withheld or delayed. Tenant will notify Landlord of any material changes to the Construction Schedule.

4.2 "Tenant Delay" means any delay in the performance of Landlord's Work or Tenant's Work caused by Tenant's act or failure to act, including, without limitation: the failure to complete any item of Tenant's Work upon which Landlord's Work is dependent in accordance with the approved Construction Schedule; Change Orders required by Tenant; specification of a material, finish or installation that is unavailable or has a lead time exceeding that of comparable products;
failure to cooperate with government authorities having jurisdiction over Landlord's Work or Tenant's Work; and failure to timely pay Tenant's Contractor.

4.3 "Landlord Delay" means any delay in the performance of Landlord's Work or Tenant's Work caused by Landlord's act or failure to act, including, without limitation: the failure to complete any item of Landlord's Work on which Tenant's Work is dependent in accordance with the approved Construction Schedule; Change Orders required by Landlord; requirement of a material, finish or installation that is unavailable or has a lead time exceeding that of comparable products (provided, however, that in no event will Landlord be required to approve any material finish or installation that does not meet or exceed Building Standard); failure to cooperate with government authorities having jurisdiction over Landlord's Work or Tenant's Work; and failure to timely disburse Construction Allowance in accordance with this Work Letter.

4.4 "Force Majeure Delay" is defined as any delay in the performance of Landlord's Work or Tenant's Work caused by Force Majeure, including: an act of God or the elements of nature; fire or other casualty; war, riot, insurrection, or public disturbance; a black-out or other interruption of utility service from the provider to the Building; a strike or other labor disturbance (except to the extent caused by an illegal act of Landlord); changes in government codes or regulations (or the interpretation of same); the unavailability of government permits or approvals within the time customarily available; or a general shortage of materials or supplies. Force Majeure Delay does not include the inability of either Landlord or Tenant to meet their monetary obligations either under this Lease or Work Letter.

4.5 Notwithstanding anything to the contrary in this Section 4, no delay will occur until the party claiming delay advises the other party's representative designated in Section 1 in writing of the claimed delay, including with reasonable specificity the nature of the delay.

5. PLANS & PERMITS

5.1 Tenant shall engage a licensed, qualified architect, with sufficient experience in designing and managing construction of leasehold improvements in high-rise office Buildings in the Los Angeles area as "Tenant's Architect."

5.2 Tenant's Architect will prepare plans showing the architectural design of the Premises, including partition layout, location of receptacles, location of major trade fixtures, and reflective ceiling plans (the "Space Plans"). Tenant will submit Tenant-approved Space Plans to Landlord for Landlord's review and approval. Landlord will review and approve or disapprove of the Space Plans within 5 business days of their receipt. If Landlord disapproves of any portion of the Space Plans, Landlord shall advise Tenant of the same and the reason therefor, and Tenant shall revise the Space Plans accordingly and resubmit the same to Landlord for review and approval. Landlord shall review and approve or disapprove of revised Space Plans within 3 business days of their receipt. Review, revision, and resubmission shall continue until the Space Plans are fully approved by Landlord, or approved by Landlord on the condition that specified changes will be incorporated into the Construction Drawings.

5.3 After Landlord approves (or conditionally approves) the Space Plans, Tenant's Architect will prepare complete architectural plans, drawings and specifications, and engineered mechanical, structural and electrical working drawings that are consistent with the Space Plans (subject to the satisfaction of any conditions of approval) in a form and in such detail as is reasonably necessary to accurately construct Landlord's Work in accordance with all applicable codes; including, without limitation, layout, finish and decorative work (including carpeting and other floor coverings), any proposed improvement affecting the base Building structural, mechanical, electrical, intra-Building telephone network cabling, plumbing, fire/life safety, heating, ventilation and air conditioning systems, exhaust systems, and any item will require installation of conduit, plumbing or other improvements within Common Areas or other premises (the "Construction Drawings"). Tenant's Architect will submit Tenant-approved Construction Drawings to Landlord for Landlord's review and approval. Landlord will review the Construction Drawings and approve or disapprove of the Construction Drawings within 10 business days of their receipt. If Landlord disapproves of the Construction Drawings, then Tenant's Architect will revise the Construction Drawings to the extent necessary and resubmit them to Landlord for further review and approval, which Landlord will issue within 5 business days of their receipt. Review, revision, and resubmission of the Construction Drawings will continue in this manner until the Construction Drawings are fully approved by Landlord.

5.4 If Tenant wants to change the approved Construction Drawings, then Tenant must notify Landlord of the proposed change with reasonable particularity, including any change in the approved Construction Schedule (a "Change Order"). Each Change Order is subject to Landlord review and approval or disapproval, which Landlord will issue within 3 business days of its receipt.

5.5 Tenant will not include in the Space Plans, Construction Drawings or any Change Order any requirement that will result in a Design Problem (as defined in §8.1 of the Lease). Landlord's approval of the Space Plans, Construction
Drawings, or any Change Order does not waive any Design Problem set forth therein. A Design Problem may only be waived by Landlord in a writing that specifically identifies the Design Problem and its waiver by Landlord.

5.6 Tenant will secure such permits and approvals as may be required from any governmental authority having jurisdiction over Tenant's Work. Landlord will cooperate with Tenant and Tenant's Architect in obtaining such permits. If any government authority requires alterations, modifications, or supplements to the Construction Drawings, Tenant hereby agrees to promptly make such alterations, modifications, or supplements as may be reasonably necessary to obtain the required permits.

5.7 Upon completion of Tenant's Work, Tenant shall cause Landlord to be furnished with complete Construction Drawings modified to show all improvements as actually constructed (the "As-Built Drawings"), in an industry standard electronic format otherwise compatible with Landlord's CAD system, with industry standard layering.

6. GENERAL CONTRACTOR

6.1 Tenant will solicit bids only from contractors pre-approved by Landlord to perform work in the Building. Tenant must use Landlord's designated consultants and subcontractors for the following work: design and review of HVAC systems serving the premises, design and review of fire/life safety systems serving the premises, all Tenant's Work pertaining to the fire-life safety systems; however, Landlord warrants that such consultant's and subcontractor's charges will be reasonably competitive in the marketplace. Landlord may require that unionized subcontractors be engaged for certain trades.

6.2 Tenant will select a general contractor approved by Landlord ("Tenant's Contractor") and will enter into a written contract providing for payment on a progress payment basis and a retention of not less than 10% ("Retention"), and such contract shall otherwise be in a commercially reasonably form and on such terms and conditions that do not violate the terms of the Lease or this Work Letter.

7. ACCESS

7.1 Landlord will provide Tenant and Tenant's Contractor, and each of their respective subcontractors and vendors (collectively, "Tenant's Personnel") with reasonable access to the Premises and Common Areas necessary to perform Tenant's Work, and such other work as may be reasonably necessary for Tenant to occupy the Premises for the conduct of business, subject to the following:

(a) Tenant's Work and any work being performed by Landlord in the Building will be coordinated.

(b) Tenant's Personnel must comply with all reasonable rules and regulations that Landlord establishes for the performance of work in the Building, including those set forth in the TI Manual. Tenant's Personnel will follow Landlord's reasonable directions. Tenant's Personnel shall have, during the hours specified in the TI Manual and subject to the terms set forth in the TI Manual, access during normal business hours to the Premises and reasonable use in common with Landlord and other tenants to the loading docks and freight elevators.

(c) If Tenant's Work unreasonably interferes with Landlord's Work, Building operations or causes labor unrest at the Building, then Landlord may order Tenant's Personnel to immediately cease Tenant's Work and vacate the Premises, Common Areas and Building of personnel, equipment, materials and supplies to the extent reasonably required to eliminate this interference. Landlord's actions under this (c) shall not constitute a Landlord Delay.

(d) Tenant's Work must comply with Laws.

(e) Before being provided access to the Premises, Tenant's Personnel must furnish Landlord with:

(1) Certificates or other proof reasonably required by Landlord to establish that Tenant's Personnel is in compliance with the insurance requirements set forth in the TI Manual. Prior to commencing work, Tenant's Personnel must submit to Landlord certificates of insurance showing that the required coverage has been obtained and is in full force and effect. If the coverage expires prior to completion of the work, then Tenant's Personnel must submit replacement certificates of insurance to Landlord prior to the expiration of such coverage. All certificates must provide that there will be no cancellation, material modification, or reduction of coverage without prior written notice to Landlord.
(2) A copy of each contract between Tenant and Tenant's Personnel for Tenant's Work;
(3) A copy of all required building permits for Tenant's Work;
(4) A complete list of Tenant's Personnel;
(5) A copy of the contractor's license for Tenant's Personnel; and
(6) A copy of the work schedule for Tenant's Personnel.

(f) Tenant's Contractor and its subcontractors shall not be charged for parking or, during normal operating hours, the use of the freight elevator during the period of time that Tenant's Contractor and/or its subcontractors are performing Tenant's Work.

8. WORK COSTS

8.1 "Work Costs" means the total of the following:
(a) Design and engineering fees incurred in connection with the preparation and review of the Space Plans, Construction Drawings, Change Orders, and As-Built Drawings by Tenant's Architect;
(b) Material and labor costs to perform Tenant's Work;
(c) Fees for permits, plan checking and other government fees applicable to Tenant's Work;
(d) The cost of any improvements, modifications, additions or alterations to the Premises or Leasehold Improvements required by any government agency or authority having jurisdiction over Tenant's Work;
(e) Sales and use taxes applicable to Tenant's Work;
(f) General conditions and contractor's fees;
(g) If As-Built Drawings are not provided by Tenant, the reasonable out-of-pocket fees incurred by Landlord to have Landlord's architect prepare the As-Built Drawings; and
(h) Costs of installing Tenant's telephone, security, telecommunications, and computer systems; and
(i) A supervision fee payable to Landlord equal to 2% of the Work Costs (other than this supervision fee).

8.2 Construction Allowance will be disbursed for the payment of Work Costs subject to the following terms and conditions:
(a) If the contracted Work Costs exceed the Construction Allowance, then Tenant shall pay all Work Costs in excess of the Construction Allowance before Landlord is required to disburse the Construction Allowance (i.e., the amount disbursed by Tenant shall be an amount equal to the contracted Work Costs less the Construction Allowance, regardless of any Retention, which will be paid upon final completion out of the Construction Allowance).
(b) Landlord shall retain a portion of the Construction Allowance equal to the Retention for disbursement only in connection with the final disbursement of Construction Allowance.
(c) Provided Tenant is not in Default of the Lease and has made all payments and disbursements required under subject (a), above, Landlord will periodically disburse Construction Allowance to pay invoices for the Work Costs as follows:
(1) Tenant's Representative shall deliver to Landlord a draw request ("Draw Request") in a form reasonably satisfactory to Landlord and Landlord's lender and in accordance with industry customs and practices with respect to the Tenant's Work covered by each Draw Request specifying that the requisite portion of Tenant's Work has been completed, together with invoices, receipts and bills evidencing the costs and expenses set forth in such Draw Request. Tenant may request reimbursement of amounts paid by Tenant or may direct Landlord to directly pay Tenant's Contractor (or other party to which Tenant incurs Work Costs), subject to the following:
(A) If Tenant is requesting a disbursement to Tenant for reimbursement of paid invoices, then Landlord will disburse Construction Allowance to Tenant only upon inclusion in the Draw Request of unconditional lien releases for the amount of the Draw Request.
(B) If Tenant is directing Landlord to pay Tenant's Contractor (or such other party to which Tenant incurs Work Costs), then Tenant's Draw Request shall contain conditional lien releases from Tenant's Contractor (or such other party) and unconditional lien releases from subcontractors of Tenant's Contractor (or such other party) for the amount of the Draw Request.

All lien releases shall satisfy the requirements of California Civil Code §3262.

(2) With respect to the disbursement of Retention, the final Draw Request shall, in addition to the items described in subsection (1), above, include all of the following:

(A) An air balance report;

(B) The As-Built Drawings;

(C) Tenant's Architect's certification to Landlord that the Tenant's Work has been completed in accordance with the Construction Drawings and this Work Letter; and

(D) A copy of a recorded notice of completion of Tenant's Work.

(d) Tenant may not submit to Landlord more than 1 Draw Request in any 30-day period.

(e) Landlord shall disburse Construction Allowance to pay a Draw Request within 30 days after receipt of a factually correct and complete Draw Request.

## UNUSED ALLOWANCE FORFEITED

### 8.3 If as of ______ any Construction Allowance remains (after payment of all Work Costs incurred prior to such date), then such Construction Allowance will be deemed forfeited.

## UNUSED ALLOWANCE APPLIED

8.3 If any Construction Allowance remains after payment of all Work Costs, then Tenant may thereafter by notice to Landlord request application of such unused Construction Allowance against Base Rent next due; provided, however, that any such application of unused Construction Allowance against Rent shall not exceed (i) $____ in any 12 consecutive Month period of the Term, and (ii) $____ in the aggregate. If after payment of all Work Costs and application of unused Construction Allowance against Rent to the extent provided in this §8.3, there remains unused Construction Allowance, then such Construction Allowance will be deemed forfeited.