

EXHIBIT D
WORK LETTER

This Work Letter sets forth the agreement of Landlord and Tenant with respect to the improvements to be constructed in the Premises. All defined terms used herein shall have the meaning set forth in the Lease, unless otherwise defined in this Work Letter.

1. Landlord's Work.

(a) Landlord shall deliver the Premises to Tenant upon Substantial Completion of the Landlord's Work (as defined below). The term "Substantially Completed" or "Substantial Completion" as used in the Lease or this Work Letter shall mean Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Work Letter (except standard punchlist items, which Landlord shall thereafter promptly complete after receipt of written notice thereof from Tenant received within thirty (30) days after the Commencement Date) such that Tenant can conduct normal business operations from the Premises. The Landlord's Work shall be comprised of (i) the improvements (the "Base Landlord Work") identified in that certain space plan (the "Base Landlord Work Space Plan"), a copy of which is attached as Exhibit D-1 (and which, for avoidance of doubt, include, without limitation, HVAC for the warehouse, five (5) private offices on the first floor of the Premises, and the epoxy finish on the warehouse floor), and (ii) the improvements identified in that certain space plan (the "Full Scope Space Plan" and referred to collectively with the Base Landlord Work Space Plan as the "Space Plan"), a copy of which is attached as Exhibit D-2, which are in addition to the Base Landlord Work and which Tenant elects pursuant to Section 1(b) below to cause Landlord to complete (such additional improvements, the "Supplemental Landlord Work"). Except as otherwise noted in the Space Plan, Landlord shall utilize Building Standard materials for improvement to the Premises. Landlord shall perform and commence work on the Landlord's Work through an architect and contractors acceptable to Landlord in its sole discretion. As used herein, the term "Building Standard" refers to the materials maintained in stock by Landlord for use in the improvements of tenant space in the Building. The parties acknowledge and agree that the Landlord's Work constitutes all of the work required to enable Tenant to occupy, and operate its business in, the Premises.

(b) Landlord will perform, at its sole cost and expense, the Base Landlord Work. Within five (5) business days of the Effective Date of the Lease, Tenant shall provide written notice to Landlord of the Supplemental Landlord Work which Tenant elects for Landlord to construct; provided that Tenant may modify its election of Supplemental Landlord Work to be performed by adding or deleting therefrom until Construction Drawings have been approved pursuant to Section 2 below, and any modifications thereafter to the Supplemental Landlord Work shall constitute a Tenant Delay pursuant to Section 4 below. As part of the Landlord's Work, Landlord will also perform, at its sole cost and expense, the Supplemental Landlord Work, provided however, that all costs attributable to such Supplemental Landlord Work shall be reimbursed by Tenant within thirty (30) days of receipt from Landlord of invoice therefore (and reasonable evidence of such costs), except that Tenant shall not be responsible to reimburse Landlord for the cost of architectural plans, engineering plans and permits attributable to the Supplemental Landlord Work, and Tenant may, by delivery of written notice to Landlord, elect to apply all or a portion of the TI Reimbursement (as set forth under Section 13(e) of the Lease) towards Tenant's reimbursement obligations for the Supplemental Landlord Work.

2. Plans.

(a) Landlord shall deliver to Tenant construction drawings which incorporate and are consistent with the Space Plan, and which show in detail the intended design, construction and finishing of all portions of the Landlord's Work (collectively, the "Construction Drawings"). Within five (5) business days after Tenant's receipt of the Construction Drawings, Tenant shall either approve or disapprove the Construction Drawings, which approval shall not be unreasonably withheld. Tenant's failure to approve or disapprove the Construction Drawings within such 5 business-day period shall be deemed to constitute Tenant's approval of the Construction Drawings. If Tenant disapproves the Construction Drawings, then Tenant shall state in reasonable detail the changes which Tenant requires to be made thereto. Landlord shall submit to Tenant revised Construction Drawings within five (5) business days after Landlord's receipt of Tenant's disapproval notice. Tenant shall give Landlord written notice of its approval or disapproval of the revised Construction Drawings within two business (2)