

LESSOR'S WORK LETTER AGREEMENT

LEASE ADDENDUM EXHIBIT B

**Echelon II, Suite 105
221 Laurel Road
Voorhees, New Jersey 08043**

Attached as Addendum Exhibit B of the Lease by and between Echelon II LLC and the State of New Jersey, by way of the Office of Legislative Services, and in consideration of the mutual covenants hereafter contained and attached as Exhibit B of the Lease, Lessor shall, within the demised space, and as shown on the included fit-out plans, design and construct office and open space, hereinafter called, "Lessor's Work," in accordance with all Federal, State, Local, and Municipal Rules, Regulations, Codes and Ordinances relating to construction and safety.

Lessor's Work shall be completed in such a manner as to include all necessary architectural drawings, permits, material, labor, and inspections required to create finished rooms and open workspace in accordance with code and consistent with colors, style and textures approved by State.

As used in this Work Letter, the term "Premises" shall mean the suite of offices to be constructed by Lessor. Requested work shall be at State's expense, unless otherwise agreed to by Lessor and State. Lessor's Work shall be in accordance with the construction drawings and specifications described herein (collectively, "Fit-Out Plans"), which Fit-Out Plans have been approved by Lessor and State. As used in this Lease and Work Letter, "Lessor's Work" means collectively those items of construction relating to the office portion of the Premises shown on State's Fit-Out Plans.

State shall provide Fit-Out Plans to Lessor. Fit Out Plans provided by State will be sufficient to convey the redesign of the interior of the Premises to Lessor. Fit-Out Plans will be subject to Lessor's approval. If Lessor reasonably disapproves any aspect of the Fit-Out Plans or field conditions do not allow for requested alterations, Lessor will advise State of such disapproval and the reasons therefor. State will then submit to Lessor for approval a redesign of the Fit-Out Plans to incorporate the revisions reasonably required by Lessor. State agrees to meet with Lessor, Lessor's architect and/or space planner for the purpose of altering Fit-Out Plans for the interior layout of the Premises.

Alterations, modifications, or variations to approved Fit-Out Plans, materials, or specifications due to field conditions and/or change in scope, shall conform to all applicable codes, ordinances, and building standards. Approval of alterations, modifications, or variations to Fit-Out Plans, materials, specifications, or cost overruns charged to State shall be upon the prior written consent of State which consent shall not be unreasonably withheld, conditioned, or delayed. In all cases where State's expressed specifications exceed code requirements, State shall prevail, and all related expenses and costs overages shall be the responsibility of State.

Lessor's Work may include, but is not limited to;

- a) Installation within the Premises of all partitioning, doors, floor coverings, ceilings, wall coverings and painting, millwork, and similar items.
- b) All electrical wiring, lighting fixtures, outlets and switches, and other electrical work necessary for the Premises.
- c) The furnishing, installation and/or relocation of all duct work, terminal boxes, diffusers, and accessories necessary for the installation of centralized HVAC systems within the Premises.
- d) Any additional improvements to the Premises required by State for State's use of the Premises including, but not limited to, odor control, special heating, ventilation and air conditioning, or other special systems or improvements.

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- e) All fire and life safety control systems such as fire walls, sprinklers, halon, fire alarms, including piping, wiring and accessories, necessary for the Premises.
- f) All plumbing, fixtures, pipes, and accessories necessary for the Premises.
- g) Provide protection barriers to protect furnishings and limit dust and debris to work areas.
- h) All testing and inspections necessary for the Premises.

Lessor's Work shall be simple commercial construction that meets or exceeds code requirements and includes but is not limited to; Stud and sheetrock walls, ACT ceiling in 2' x 2' grid, (or to match existing) recessed LED light fixtures (or to match existing). All constructed interior walls to penetrate ceiling grid and if requested by State, include sound attenuation within walls and above wall/ceiling transfers. Lighting to be ample and commensurate with an office environment. Electric outlets installed pursuant to local code and as indicated on included fit-out plans. SEE DRAWINGS A001, A002,A200,A200.1,A200.2,A200.3,A200.4,A201,A201.1,A201.2,A202,A202.1,A202.2,A300,A400,A401,A402,A403,A404,A600,A601,A602,A700,A700.1,A800,A802,A803,A900(security retrofit drawings).

Conference Room 400 & Reception Room 500, Waiting Room 501 and Hallway 700

Install new door(s) frame (s) and hardware sets see Drawing A202 ,202.1, A202,A202.1,A202.2,A700,A700.1,A800, & A802 Accordingly.

Reception 500 / Waiting Room 501

Perform select demolition (A201, A201.2), reframe accordingly Install Transom window with countertop. See drawings; A201,A201.1,A202,A600,A702,A800,& A900.

Electrical Works: Line voltage and lighting.

See A201, A201.1, A202, A300, A300.1, A400, A401, A402 accordingly.

Flooring:

Remove all existing carpeting and base trims throughout, replace with Mohawk Hot & Heavy Grown UP C0075, 9'' x 59'' plank. Color Hermes#758 accordingly. Utilize Johnsonite Burnt Umber B63 Four-inch (4'') cove base. See drawings A404, A404.1, & A803.

Painting: Finishes

Sheetrock, repairs accordingly, retrim accordingly see fit out drawing package. Repaint the entire suite utilizing OLS standard finishes by Sherwin Williams (SW); Walls popular Gray 242-C1-SW6071 in Satin finish. Trims; SW Pure White 255-C1 SW7005 in semi-gloss. See drawings A201.1, A202.1, A202.2, A600,A601,A602,A700,& A803 accordingly.

Following equipment to be installed by State at no expense to Lessor.

Security:

At State's own expense, State may install electronic security measures within the premises including but not limited to; access control/entry system, perimeter alarm, control panel, proximity readers, electric door strikes, and automatic door returns on interior doors.

Security measures may also include security cameras positioned within the Premises, in common areas and exterior of building adjacent to main or rear egress of the office suite.

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WORK SCHEDULE.

UPON EXECUTION OF THIS AGREEMENT AND Prior to on-set of Lessor's Work, Lessor will within Fourteen (14) Calendar days provide State a copy of the required municipal zoning/building permit package, and a "CONSTRUCTION Schedule which includes but is not limited to creation of the critical path, divisional Work Breakdown schedule of values and duration, as related to specific Project Plans" which sets the schedule for completion of the requested works with an estimated completion date.

Lessor's Work shall commence upon written authorization from State. Lessor's Work shall be deemed complete upon mutual agreement of Lessor and State. Prior to commencement of work, State reserves the right to delay, postpone, suspend, or stop the proposed work.

All Lessor's Work to be scheduled during business hours. Work undertaken during non-business hours, including weekends, are at sole discretion of Lessor and at no additional cost to State.

In the event of termination of the project, State shall reimburse Lessor for actual engineering and/or architectural expenses incurred in preparation for undertaking the project.

Lessor shall promptly notify State in writing of any delays in construction schedule.

Lessor Obligations – If Required for Completion of Lessor's Work

If required, Lessor will prepare architectural plans, drawings and specifications, and complete engineered mechanical, structural, and electrical drawings for all the requested improvements for the Premises as required for permits or completion of the project. OLS requires any/all retrofit and or security improvements to be completed to code by competent licensed, insured, locally permitted vendors.

If architectural plans are developed, the plans will be submitted to State to confirm consistency with State's Fit-Out Plans. If State disapproves of architectural plans, Architect will incorporate the revisions reasonably requested by State to make the plans consistent with State's Fit-Out Plans.

Lessor will, as required, apply for and obtain all permits necessary to complete the requested work and if required, Lessor shall be solely responsible for obtaining the Temporary Certificates of Occupancy ("TCO"), Certificates of Occupancy ("CO") and any other inspections, or approvals or certifications or registrations required by the New Jersey Uniform Construction code, N.J.A.C. 5:23-1 and 5:23A et seq. as amended and supplemented, and local, municipal, county, or State authorities.

Upon completion of construction, Lessor shall submit a copy of the TCO and/or CO to State.

Based on State's approved Fit-Out Plans and taking into account any modification which may be required to reflect changes in State's Fit-Out Plans required by Lessor, field conditions, or as required by the City, or County in which the Premises are located, Lessor shall submit to State for its review written Work Cost Estimates from two (2) licensed and insured contractors.

In the event Lessor's Work will be performed by Lessor's construction crew, Lessor shall submit a Work Cost Estimate, but may not be required to submit competitive pricing from other contractors. State reserves the right to require competitive bids for the proposed work if Lessor's Work Cost Estimate per square foot costs are considered inconstant with prevailing rates.

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State may approve a submitted estimate, request additional estimates, disapprove specific items, or submit to Lessor revisions to the Fit-Out Plans to reflect deletions of and/or substitutions for such disapproved items. Upon State's approval of the Work Cost Estimate, Lessor will have the right to purchase materials and to commence the construction of the items in approved Work Cost Estimate.

FORCE MAJEURE

Any event, occurrence, or circumstance that prevents Lessor from performing its obligations under this Lease Agreement, and as detailed in Exhibit B which event or circumstance is (i) not within the reasonable control, or is not the result of the negligence of Lessor, (ii) is not the result of negligent action, or the inaction of Lessor, and (iii) by the exercise of reasonable diligence, Lessor is unable to practically overcome, or avoid, or cause to be avoided, and shall be deemed to include, but not be limited to, acts of God, acts of civil authorities, acts of any court, action or inaction of governmental and quasi-governmental entities, action or inaction of State as Tenant, or any party under State's, as tenant, control, or other disturbances, such as fire, explosion, or other causes of a similar nature, strike, lockout, labor dispute, inability to obtain labor or materials, or reasonable substitutes thereof, governmental restrictions, unusual delays in issuance of governmental permits or approval (including building permits and certificates of occupancy), epidemic or pandemic declared by government authorities, enemy or hostile government action, civil commotion, insurrection, sabotage, fire, or other casualty(each event shall be an event of "Force Majeure").

Force Majeure will not be based on

- (i) Lessor's inability to acquire proper equipment, or material for installation of Components,
- (ii) Lessor's inability to schedule Delivery or schedule installation of Components, unless installation is delayed due to State, as tenant, action, or inaction, or
- (iii) lack of funds, delays in, or inability of Lessor to obtain financing or other economic hardship of any kind whatsoever.

Performance Excused by Force Majeure

To the extent Lessor is prevented by Force Majeure from carrying out, in whole or part, its renovations obligations under this Lease Agreement, and Lessor, as "Claiming Party" gives notice and details of the Force Majeure event to State as soon as practicable, this Lease agreement shall remain in effect and Lessor will be excused from the performance of the effected obligation(s) under this Lease agreement for a period equal to the disabling Force Majeure circumstances, together with a period of time reasonably required to remedy any damage caused by such circumstances.

Lessor, as the Party affected by Force Majeure will use all reasonable efforts to eliminate or avoid the Force Majeure and shall resume performing its obligations, except on terms acceptable to State, in its sole discretion.

Termination Due to Force Majeure

If Lessor, as *Claiming Party* justifiably asserts Force Majeure for a consecutive period of three (3) calendar months or longer, either State, or Lessor may terminate this portion of the Fit-Out Plans as to the affected Component Part, or the affected portion thereof, at any time prior to the date upon which the affected obligation is performed. In such event Lessor shall promptly remove the affected Component Part from the Fit-Out Plans, and any installed components associated with the affected portion thereof, from Demised Premises at sole cost and expense of Lessor.

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If as a result of such termination, an element of the Fit-Out is eliminated from the renovations described in Exhibit B, Lessor shall deduct from State's share of established Fit-Out Costs, an amount equal to the cost of labor and material relating to the portion of work eliminated from the Fit-Out Plans. Lessor shall reimburse State for any advanced amortized construction costs paid to Lessor through the time of termination.

OR, State, in its sole discretion may terminate the Lease Agreement upon sixty (60) days' prior written notice to Lessor without any further obligation by State of any kind whatsoever, including but not limited to, rent payments, amortized construction costs, other Fit-Out Costs, consultation fees, or any costs or expenditures advanced to Lessor.

In the event the delivery date for any ordered Component Part described in Exhibit B, is delayed beyond the delivery date specified by Lessor, Lessor shall take all actions necessary to remedy that delay.

If a delivered Component Part is not installed and fully functioning within thirty (30) days of the delivery date of the Component Part, or as set forth in the Construction Schedule and (i) a Force Majeure event has not occurred and, (ii) the delay is not due to coordination issues, or any delay caused by State, including, but not limited to failure of State to approve plans, specifications, or schedules for the installation of the Component Part within fourteen (14) days of their submission to State, OR the delivery date for any Component Part is delayed beyond the delivery date specified by Lessor, or as set forth in the Construction Schedule for that Component Part by more than sixty (60) days, State, in its sole discretion may deem Lessor in Default and State shall have the right to terminate Lease Agreement in the manner prescribed in §21 of the Lease without any further obligation by State of any kind whatsoever, including but not limited to, rent payments, amortized construction costs, other associated Fit-Out costs, consultation fees, or any costs or expenditures advanced by Lessor.

In the event of Force Majeure or Project termination for cause, Lessor shall immediately reimburse State any advanced construction costs paid to Lessor through the time of termination.

Reimbursement by State

State will reimburse Lessor for State's agreed upon share of costs related to the requested Fit-Out. Reimbursement shall be in the manner prescribed in §4 of the Lease.

Lessor may submit monthly invoices for progress payments based on the percentage of work completed via the accepted Schedule of Values (Exhibit D). Application for Progress payments are subject to the State Project Manager's certification of the estimated amount and value of work or services performed. and must include a signed State Payment Voucher.

Upon 100% completion of Lessor's Work, Lessor shall submit to State a detailed statement of account which shall include the cost of any approved alterations, modifications, variations, or additions to the Fit-Out Plans, materials, specifications, or cost overruns. If the total costs of Lessor's Work exceed the allowance established in the agreed upon Fit-Out cost estimate, and such cost is not related to change orders or modifications requested or approved by State, Lessor is responsible to pay such excess, unless otherwise agreed upon by Lessor and State.

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Final reimbursement of the State's agreed upon share of construction costs is subject to 100% completion of Lessor's Work.

Lessor:

Date: