

EXHIBIT D

TENANT IMPROVEMENTS WORK LETTER

1. The Tenant Work. Under the Lease, Tenant has agreed to accept the Premises in their current condition without any obligations for the performance of additional improvements or other work by Landlord. Notwithstanding the foregoing, Landlord has agreed that Tenant may perform certain Tenant Improvements, but not limited to, demolition of existing improvements, installation of new partition walls and new demising wall, electrical and HVAC, carpet and paint and a new storefront. The Tenant Improvements shall be in accordance with the provisions of this Work Agreement and, to the extent not inconsistent herewith, the provisions of the Lease. Performance of the Tenant Improvements shall not serve to abate the payment of Rent or otherwise extend the Rent Commencement Date under the Lease.

2. Cost of the Work. Except as provided hereinafter, Tenant shall pay all costs (the "Costs of the Work") associated with the Tenant Improvements whatsoever, including without limitation, all permits, inspection fees, fees of architects, engineers, and contractors, utility connections, the cost of all labor and materials, bonds, insurance, and any structural or mechanical work, additional HVAC equipment or sprinkler heads, or modifications to any building mechanical, electrical, plumbing or other systems and equipment or relocation of any existing sprinkler heads, either within or outside the Premises required as a result of the layout, design, or construction of the Tenant Improvements.

3. Review and Approval.

3.1. Preliminary Plan and Specifications.

3.1.1. Submission. No later than thirty (30) days after the mutual execution of the Lease, Tenant shall submit two (2) sets of a "Preliminary Plan" (as described in Section 12 herein) to Landlord for approval.

3.1.2. Review. Landlord shall, within ten (10) working days after receipt thereof, either approve said Preliminary Plan, or disapprove the same advising Tenant of the reasons for such disapproval. If necessary, Landlord shall also endeavor to obtain Landlord's insurers approval of any sprinkler drawings. In the event Landlord disapproves said Preliminary Plan, Tenant shall modify the same, taking into account the reasons given by Landlord for said disapproval, and shall submit two sets of the revised Plan to Landlord within five (5) days after receipt of Landlord's initial disapproval.

3.2. Working Drawings and Engineering Report.

3.2.1. Submission. No later than sixty (60) days after mutual execution of this lease, Tenant shall submit to Landlord for approval two (2) sets of "Working Drawings" (as defined in Section 12 herein), and a report (the "Engineering Report") from Tenant's mechanical, structural and electrical engineers indicating any special heating, cooling, ventilation, electrical, heavy load or other special or unusual requirements of Tenant.

3.2.2. Review. Landlord shall, within ten (10) working days after receipt thereof, either approve the Working Drawings and Engineering Report, or disapprove the same advising Tenant of the reasons for disapproval. If necessary, Landlord shall also endeavor to obtain Landlord's insurers approval of any sprinkler drawings. If Landlord disapproves of the Working Drawings or Engineering Report, Tenant shall modify and submit revised Working Drawings, and a revised Engineering Report, taking into account the reasons given by Landlord for disapproval, within five (5) days after receipt of Landlord's initial disapproval.

3.3. Change Orders. No changes, modifications, alterations or additions to the approved Preliminary Plan or Working Drawings may be made without the prior written consent of Landlord after written request therefore by Tenant. In the event that the Premises are not constructed in accordance with said approved Preliminary Plan and Working Drawings, then Tenant shall not be permitted to occupy and/or conduct business from the Premises until the Premises reasonably comply in all respects with said approved Preliminary Plan and Working Drawings; in such case, the Rent shall nevertheless commence to accrue and be payable as otherwise provided in the Lease.

3.4. Final Inspection. Landlord's acceptance of the Tenant Improvements as being complete in accordance with the approved Preliminary Plan and Working Drawings shall be subject to Landlord's inspection and written approval. Tenant shall give Landlord five (5) days prior written notification of the anticipated completion date of the Tenant Improvements. Landlord shall perform its inspection on or prior to such anticipated completion date and provide its approval or reasonable disapproval to Tenant within five (5) days of the same.

3.5. Landlord's Approval.

3.5.1. Landlord shall not unreasonably withhold approval of any Preliminary Plan, Working Drawings, Engineering Report, or Change Order submitted hereunder if they provide for a customary layout, are compatible with the Building's shell and core construction, and will not require any structural modifications to the Building, whether required by heavy loads or otherwise.

3.5.2. Landlord's approval of Tenant's Preliminary Plans, Working Drawings, Engineering Report or Change Order, and Landlord's recommendations or approvals concerning contractors, subcontractors, engineers or architects (if any) shall not be deemed a warranty as

to the quality or adequacy of the Tenant Improvements, or the design thereof, or of its compliance with Laws, codes and other legal requirements.

4. Compliance. The Tenant Improvements shall comply in all respects with the following: (a) the Building Code of the City and State in which the Building is located and State, County, City or other laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other such person, (b) applicable standards of the National Board of Fire Underwriters and National Electrical Code, and (c) building material manufacturer's specifications. If necessary, the Tenant Improvements shall also comply with the requirements of Landlord's insurer.

5. Architects, Engineers, and Contractors.

5.1. Qualified Professionals. The Preliminary Plan, Working Drawings, Engineering Report and the Tenant Improvements, shall be prepared and performed by licensed, reputable and qualified architects, engineers and contractors.

5.2. Insurance Requirements.

5.2.1. Professional Liability. All architects and engineers shall carry professional liability insurance with limits not less than one million dollars per claim (\$1,000,000).

5.2.2. Worker's Compensation. All contractors and subcontractors shall carry Worker's Compensation Insurance covering all of their respective employees in the statutorily required amounts.

5.2.3. General Liability. All contractors and subcontractors shall each separately obtain and keep in force a policy of general liability insurance consistent with the requirements of Section 13.1.1 of the Lease; provided, however, (i) the limit for such insurance shall be at least three million dollars (\$3,000,000) notwithstanding any other amount set forth in the Lease, and (ii) the policies therefore shall cover both Landlord and Tenant, as additional insureds. Evidence of such insurance shall be delivered to Landlord before the construction is commenced or contractor's equipment is moved onto the building.

6. Performance.

6.1. The Tenant Improvements shall be commenced promptly following the Possession Date, and shall thereafter be diligently prosecuted to completion, subject only to delays for reasons beyond Tenant's control (except financial matters). All Tenant Improvements shall conform with the Working Drawings approved by Landlord in writing, and Landlord may periodically inspect the Tenant Improvements for such compliance. The Tenant Improvements shall be coordinated under Landlord's direction with other work being done or to be performed for or by other tenants in the building so that the Tenant Improvements will

not interfere with or delay the completion of any other construction work in the building. The cost to Landlord of its oversight of Tenant's performance of the Tenant Improvements shall be at Landlord's sole cost and expense, provided Landlord shall be entitled to reimbursement for any such costs actually paid to a third party, up to an amount of \$3,000.00. Landlord shall provide substantiation of any such costs to Tenant upon request. Such reimbursement costs may be paid from the Tenant Improvement Allowance.

6.2. Tenant shall perform the Tenant Improvements in a thoroughly safe, first-class and workmanlike manner in conformity with the approved Preliminary Plan and Working Drawings, and shall be in good and usable condition at the date of completion.

6.3. Tenant shall be required to obtain and pay for all necessary permits and/or fees with respect to the Tenant Improvements, copies of which shall be provided to Landlord prior to commencement of the Tenant Improvements.

6.4. Each contractor and subcontractor shall be required to obtain prior written approval from Landlord for any space outside the Premises within the building, which such contractor or subcontractor desires to use for storage, handling, and moving of his materials and equipment, as well as for the location of any facilities or personnel. Nothing in the paragraph shall, however, give rise to any obligation on Landlord to provide such space.

6.5. The contractors and subcontractors shall be required to remove from the Premises and dispose of, at least once a week and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from the construction. Upon completion of the Tenant Improvements, the contractors and subcontractors shall remove all surplus materials, debris and rubbish of whatever kind remaining within the building which has been brought in or created by the contractors and subcontractors in the performance of the Tenant Improvements. If any contractor or subcontractor shall neglect, refuse or fail to remove any such debris, rubbish, surplus material or temporary structures within two (2) days after notice to Tenant from Landlord with respect thereto, Landlord may cause the same to be removed by contract or otherwise as Landlord may determine expedient, and charge the cost thereof to Tenant as additional Rent under the Lease.

6.6. Tenant shall obtain utility service, including meter, from the utility company supplying service, unless Landlord elects to supply service and/or meters. Tenant shall obtain and furnish Landlord copies of all approvals with respect to electrical, water and telephone work as may be required by the respective company supplying the service.

6.7. Tenant shall, at its cost and expense construct, purchase, install and perform any and all work included within the Tenant Improvements so as to obtain any governmentally required certificate of occupancy and to occupy the Premises as soon as possible.

6.8. Copies of "as built" drawings shall be provided to Landlord no later than thirty (30) days after completion of the Tenant Improvements.

6.9. Landlord shall not be responsible for any disturbance or deficiency created in the air conditioning or other mechanical, electrical or structural facilities within the building or Premises as a result of the Tenant Improvements. If such disturbances or deficiencies result, Tenant shall correct the same and restore the services to Landlord's reasonable satisfaction, within a reasonable time. Tenant shall use Landlord's approved HVAC Service provider for any and all installations and adjustments required to the Premises in the course of the Tenant Improvements. Tenant's mechanical system (heating, ventilating, and air conditioning) shall tie into the central EMCS (emergency management control system) and the type of keys to such system shall match those specified in the Building plans.

6.10. If performance of the Tenant Improvements shall require that additional services or facilities (e.g., common area cleaning services) be provided, Tenant shall pay Landlord's reasonable charges therefore.

6.11. Tenant's contractors shall comply with the rules of the building and Landlord's requirements respecting allowable construction hours and manner of handling materials, equipment and debris. Construction activities, delivery of materials, equipment and removal of debris must be arranged to avoid any inconvenience or annoyance to other occupants. The Tenant Improvements and all cleaning in the Premises must be controlled to prevent dirt, dust or other matter from infiltrating into adjacent Tenant or mechanical areas.

6.12. Landlord may impose reasonable additional requirements from time to time in order to ensure that the Tenant Improvements, and the construction thereof does not disturb or interfere with any other Tenants of the building, or their visitors, contractors or agents, nor interfere with the efficient, safe and secure operation of the building. Tenant's Contractor shall obtain a copy of, and comply at all times with, the then current contractor's rules and regulations for the Building.

7. Liens. Tenant shall keep the Premises, the building and surrounding areas free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with the Tenant Improvements, and shall indemnify and hold Landlord harmless from an against any claims, liabilities, judgments, or costs (including attorneys' fees) arising in connection therewith. Tenant shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after written notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance , without being responsible for investigating the validity thereof. The amount paid shall be deemed additional rent under the Lease payable upon demand, without limitation as to other remedies available to Landlord under the Lease. Nothing contained herein shall authorize Tenant to do any act which shall subject Landlord's title to the building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the building or Premises arising in connection with the Tenant Improvements shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the building and Premises.

8. Certain Definitions. As used in this Work Agreement, the following terms shall have the meanings provided in this Section.

8.1. Preliminary Plan. "Preliminary Plan" shall mean and refer to a plan, drawn to scale, showing: (1) demising walls, corridor doors, interior partition walls and interior doors (if any), (2) any restrooms, kitchens, computer rooms, file rooms and other special purpose rooms, and any sinks or other plumbing facilities, or other special facilities or equipment, (3) all utility connections, (4) any communications system, indicating telephone and computer outlet location, (5) and other Lines (as defined in the Lease), and (6) any other details or features required to reasonably delineate the Work to be performed.

8.2. Working Drawings. "Working Drawings" shall mean and refer to fully dimensioned architectural construction drawings and specifications, and any required engineering drawings (including mechanical, electrical, plumbing, air-conditioning, ventilation and heating), and shall include any applicable items described above for the Preliminary Plan, and if applicable: (1) electrical outlet locations, circuits and anticipated usage therefore, (2) reflected ceiling plan, including lighting, switching, and any special ceiling specifications, (3) duct locations for heating, ventilating and air-conditioning equipment, (4) dimensions of all equipment and cabinets to be built in, (5) location of all Lines (as defined in the Lease), (6) location of any equipment or systems (with brand names wherever possible) which require special consideration relative to air-conditioning, ventilation, electrical, plumbing, structural, fire protection, life-fire-safety system, or mechanical systems, (7) weight and location of heavy equipment, and anticipated loads for special usage rooms, and (8) any other details or features required to completely delineate the Work to be performed.

9. Incorporation into Lease; Defaults.

9.1. Incorporation. The Parties agree that the provisions of this Work Agreement are hereby incorporated by this reference into the Lease fully as though set forth therein. In the event of any express inconsistencies between the Lease and this Work Agreement, the latter shall govern and control.

9.2. Defaults. If Tenant shall default under this Work Agreement, Landlord may order that all Tenant Improvements being performed in the Premises be stopped immediately, and that no further deliveries to the Premises be made, until such default is cured, without limitation as to Landlord's other remedies. Any amounts payable by Tenant to Landlord hereunder shall be paid as additional rent under the Lease. Any default by the other party hereunder shall constitute a default under the Lease and shall be subject to the remedies and other provisions applicable thereto under the Lease. If Tenant shall default under the Lease or this Work Agreement and fail to cure the same within the time permitted for cure under the Lease, at Landlord's option, all amounts paid or incurred by Landlord towards the Improvement Allowance shall become immediately due and payable as additional Rent under the Lease.

10. Tenant Reimbursement. Landlord shall contribute a Tenant Improvement Allowance of THIRTY DOLLARS PER RENTABLE SQUARE FOOT for an amount up to THREE HUNDRED FORTY ONE THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS (\$341,640.00) towards Tenant's hard and soft costs and expenses incurred by Tenant in designing, permitting, and constructing the Tenant Improvements, as well as a separate architectural allowance for a test fit for the Premises to be performed by Tenant in an amount up to ONE THOUSAND SEVEN HUNDRED SEVEN AND 20/100 DOLLARS (\$1,707.20) (collectively, the "Tenant Improvement Allowance"). Landlord shall reimburse Tenant within ten (10) business days after Tenant has submitted to Landlord: (i) an invoice for the Tenant Improvement Allowance, (ii) the required "as-built" drawings, including mechanical, plumbing and electrical details, and (iii) a certificate from Tenant's architect or contractor setting forth the description of the work performed, materials furnished, and costs thereof incurred by or on behalf of Tenant. Tenant must request reimbursement within ninety (90) days of the substantial completion of the Tenant Improvements provided by the Tenant; provided, that Tenant shall be granted such additional time as may be reasonably necessary to allow Tenant to obtain third party documentation and information required to complete Tenant's reimbursement submission to Landlord. Landlord's obligation to pay the Tenant Improvement Allowance is expressly conditioned upon the Tenant's timely request for such Tenant Improvement Allowance and submission of all documentation required to make such request for the Tenant Improvement Allowance. Any unused/unclaimed portion of the Tenant Improvement Allowance shall be forfeited and not otherwise payable to Tenant.