

EXHIBIT 2

LANDLORD'S WORK LETTER

A. CONSTRUCTION DOCUMENTS

Landlord will provide Tenant with Basic Construction Documents (as hereinafter defined) for Landlord's Work at Landlord's sole cost and expense. Tenant shall either approve or approve as noted such Basic Construction Documents and any subsequent revisions thereto within five (5) business days of Landlord's submission thereof to Tenant. Tenant agrees to not unreasonably withhold, condition or delay any consent required under this Work Letter. Without limiting the generality of Paragraph 39 of this lease, Tenant hereby agrees that the failure by Tenant to meet any of the deadlines set forth herein, the failure by Tenant to provide finish specifications to Landlord with seven (7) days after the date that a fully-executed lease is delivered to Tenant or its counsel, the changing by Tenant of any previously-approved plans or specifications (including, without limitation, the Rental Plan annexed to this lease as Exhibit 1), or the request by Tenant that Landlord prepare plans in excess of the Basic Construction Documents or perform work other than that set forth in the "Scope of Work" section below, shall each result in a Tenant Delay (as more fully described in Paragraph 39 of this lease) and, without limiting the generality of the foregoing, Landlord shall not have any liability for the timing of completion of any such excess work. The Basic Construction Documents, together with any other plans and specifications for initial work in the Demised Premises, are hereinafter referred to collectively as the "Final Construction Documents".

In the event that the Final Construction Documents show materials and/or work in excess of that which Landlord has agreed to provide in accordance with this work letter (as set forth in the "Scope of Work" section below), Tenant shall pay Landlord for all costs of such excess materials and/or work within five (5) days after delivery to Tenant of an invoice therefor, and such payments shall be considered additional rent payable under this lease.

As used herein, the term "Basic Construction Documents" shall refer to the following items:

- (a) Demolition/Construction Plan(s), Dimensioned Plan(s) showing:
 - (i) Existing conditions to be removed
 - (ii) New and or existing walls, doors and special construction
 - (iii) Full dimensions and keying of standard details
 - (iv) Electrical outlet locations
 - (v) Built-in equipment locations
 - (vi) Notes and information required to perform the work

- (b) Reflected Ceiling Plan showing:
 - (i) Ceiling grid layout
 - (ii) Lighting layout and switching
 - (iii) Exit sign location
 - (iv) Emergency lighting locations
 - (v) HVAC register locations
 - (vi) Return air register locations
 - (vii) Thermostat locations and VAV zones (if required)
 - (viii) Sprinkler head locations (if required)

- (c) Details and Schedules showing:
 - (i) Building standard architectural construction detailing and notes
 - (ii) Finish schedule and notes
 - (iii) Hardware indication and notes

Without limiting the generality of the foregoing, Landlord will not provide any other architectural/engineering services beyond that set forth above (e.g. Landlord will not provide architectural/engineering services relating to medical equipment to be used in the Demised Premises).

B. SCOPE OF WORK

Landlord agrees, at its sole expense, except as noted, to do the following described work in connection with the demised premises:

1. Partitions

- A. The Landlord shall provide interior partitions and demising partitions. The number of linear feet of interior partitions, demising partitions and low walls shall be as shown on the Rental Plan annexed hereto as Exhibit 1.
- B. Interior partitions shall be 2-1/2" metal studs at 16" o.c. with 5/8" gypsum board at each side taped and spackled and (unless otherwise noted), shall extend to the underside of the standard height finished ceiling. Corridor walls shall have 2-1/2" sound deadening insulation and a two hour fire rating. Demising walls shall have 2-1/2" sound deadening insulation between the studs and shall be one hour rated fire separation.

2. Entry Door

Entrance doors shall be provided for the entrances to the suite from public corridors. Entry hardware and closer shall be provided for all such doors. All doors to the public corridor shall be 3'-0" wide x 8'-0" high, 1-1/2 hour rated solid core wood paint grade gray and (2) coats urethane finish and a welded hollow metal frame.

3. Interior Doors

- A. The Landlord shall provide building standard 3'-0" by 8'-0" solid core wood paint grade interior doors with hollow metal frames. The door allowance will include one door and buck per thirty (30) lineal feet of partition, rounded off to the nearest whole number.
- B. All extra building standard doors, buck, and hardware shall be furnished and installed at Tenant's sole cost and expense.

4. Hardware

- A. Building standard hardware shall be provided on all doors. Tenant will receive (2) copies of keys for each installed lockset.
- B. Should Tenant request additional locksets, they shall be installed by the Landlord, at the Tenant's cost. All keying shall conform to the Landlord's master keying system.

5. Ceilings

The Landlord shall provide building standard suspended ceilings throughout with exposed white enamel finish grid and 2' x 2' lay-in building standard acoustic tile.

6. Floor Covering

- A. The Landlord shall provide building standard carpeting, 26 oz. loop yarn from a selection to be chosen by Tenant from Landlord's building standard samples. Tenant can select a maximum of two (2) colors for the floor carpet from Landlord's samples. All patching and preparing of concrete floors will be provided by the Landlord.
- B. Bathrooms, exam rooms, pantry and storage rooms shall receive 1/8" vinyl composition tile. Vinyl composition tile shall be selected by Tenant from the Landlord's building standard samples. Special patterns, diagonals, etc. will be at an extra cost to the Tenant.

- C. Four inch (4") high vinyl cove base will be provided throughout. Colors shall be selected by Tenant from the Landlord's building standard samples.

7. Painting

- A. All Building Standard gypsum partitions (new and existing) and metal doors and frames shall be painted by the Landlord with building standard paint selected by the Tenant from samples provided by the Landlord. All painted areas shall receive one coat of primer and two finish coats. Walls will receive an eggshell finish, and door frames will receive a semi-gloss finish. Door frames shall be painted to match the adjacent wall color, but in a semi-gloss finish. The doors and frames shall be paint finished as per Tenant's color selection.
- B. There shall be no limitation on the selection of paint colors except, however, if two (2) colors abut on walls, Tenant shall pay an additional charge therefor. A finish schedule shall be provided to the Landlord by the Tenant. Such finish schedule shall mean the complete listing of the finishes applied to all wall and floor surfaces forming a part of the finish work and detailed specifications of such wall and floor coverings, including samples, identification of material by manufacturers, catalogue numbers if applicable, and any information which Landlord will need to order material to perform the work.

8. Heating & Air Conditioning

- A. Landlord will provide adequate systems for heating, cooling and ventilation of all habitable spaces. Connections to the space's riser ducts and duct branching shall be provided for the interior space by Landlord as per Tenant's reflected ceiling plan.
- B. The system shall be designed to maintain, within normal tolerances for first class office buildings with a maximum population of one person for each 150 sq. ft. of tenant areas, with inside space conditions of 74 F dry bulb when the outside temperature is 95 F dry bulb. During the winter heating season, the system will be capable of maintaining a minimum temperature of 72 F dry bulb when the outside temperature is 0 F dry bulb. The figures listed are for normal occupied periods and reflect minimum standards.
- C. The Landlord shall provide lay-in diffusers, returns and all required ducts, dampers and controls as required to provide a complete system.

9. Electrical Outlets & Power

- A. Landlord shall furnish and install building standard duplex electrical wall outlets, 120V at locations designated in the Final Construction Documents. The building proper will contain wires, risers, conduits, feeders and panel equipment necessary to furnish the tenant's space(s) with electrical energy. A combined lighting and standard electric load of not more than four (4) watts per square feet of the Tenant's usable area is provided as a standard.
- B. The Landlord will provide all wiring and conduits back to building power panels. All work will be performed in accordance to Code.
- C. The Landlord will provide all switches and associated wiring required to operate the ceiling's light fixtures at the locations designated in Tenant's reflected ceiling plan.
- D. Above described wall receptacles and/or light switches will be furnished

and installed on an average of one (1) per every one hundred fifty (150) square feet of Tenant's floor space in the demised premises.

- E. Additional duplex wall receptacles or light switches may be furnished by Landlord at Tenant's cost.

10. Lighting

- A. The Landlord shall provide building standard 2' x 2' LED ceiling light fixtures throughout, conforming to reflected ceiling plan, and as allowed by Code.
- B. All parts of the light fixtures will be at Tenant's expense.
- C. When required by design conditions, Tenant shall substitute for the building standard fixture another fixture, at Tenant's cost and expense
- D. Any incandescent lighting specified in any Tenant area will be provided at the Tenant's expense.

11. Telephone

- A. Landlord shall provide telephone wire connection from the Landlord's telephone panel to the Tenant's demised space.
- B. Any and all telephone work, such as power requirements, conduits, wiring, outlets, etc., shall be done by the Tenant and shall be the responsibility of the Tenant. Telephone work is not included as part of Landlord's Work.

12. Specialties

The Landlord shall provide at space to be occupied by Tenant the following:

- A. Emergency lights and exit signs, sprinkler and fire alarm systems as required by the Nassau County Fire Marshall and Codes having jurisdiction.
- B. Landlord will file and secure all permits from municipalities having jurisdiction.

13. Exclusions

The following items are not included in this Work Letter:

- (a) All millwork (cabinets, countertops, reception desks, etc.)
- (b) All plumbing, including sinks and faucets, and plumbing connections to be provided for exam rooms, procedure rooms and break room.
- (c) All handicap toilets and sinks with all plumbing connections, bathroom accessories and finishes.
- (d) All shelving.
- (e) Sound-proofing for partitions.
- (f) Lead-lined drywall partitions, doors, door frames or glass.
- (g) Plans (other than Basic Construction Documents for filing).
- (h) Window treatments.
- (i) All other items not specifically included in this Work Letter.
- (j) All structural steel work.

14. Tenant Identification

- A. Landlord shall furnish and install the Tenant's listing(s) at the building's directory at Landlord's expense, which listing(s) shall be limited to one (1) per 1,000 square feet of Tenant's floor space. Any changes or additional listings shall be furnished and installed at Tenant's expense.

- B. Landlord, at its sole cost and expense, shall furnish and install Tenant's identification sign. The design and location of such identification shall conform to the building's standard, be approved by the Landlord in writing prior to installation, and shall be fabricated and installed by the Landlord.

15. Building Standard

- A. All materials and workmanship shall be of building standard quality, unless otherwise specified and the maximum obligation of the Landlord shall be for the work required to be performed by Landlord in this work letter, which shall be performed in a good and workmanlike manner. Building standard and building standard quality shall be in the sole discretion of the Landlord. There shall be no credits other than as specifically set forth in this work letter or the Lease agreement to which this work letter is annexed.
- B. In the event that after the date of execution of this Lease any building codes or standards change and thereby impose additional or more extensive requirements in completing the initial alterations to the demised premises, then the cost of complying with such requirements shall be amortized over the useful lives thereof, and Tenant shall pay Tenant's share of such costs applicable to that portion (or all, as the case may be), of the useful lives falling within the term of the Lease.

16. Damages

Tenant shall be responsible for all damages caused by anyone employed by Tenant and any licensees or invitees of Tenant.

17. Work Performed by Tenant

- A. Tenant shall be solely responsible for any work which Landlord permits it to perform to the demised premises including any work performed by its contractors, employees, vendors, or any other persons or trades employed for the purpose of doing any item of work at the demised premises.
- B. Any guarantee to Tenant for workmanship or materials in the Lease agreement or this work letter shall apply only to work performed by Landlord.

18. Work Hours

Notwithstanding the commencement of rent as aforesaid, work on the demised premises whether performed by Landlord or Tenant shall be performed only during regular business hours. If Tenant requests and Landlord agrees to perform work during other hours, or if Tenant desires to perform work during other hours, or if Tenant desires to perform work through its contractors, agents or employees, Tenant shall pay to Landlord as additional rent, within five (5) days after being billed therefor, the cost of employing such additional help as shall be required by the contractor employed in connection with the construction. Any sums due as set forth above shall be considered additional rent.

19. Additional Rent

Any sums due for work, or additional work performed by Landlord in accordance with this work letter, the Lease and the Rider to this Lease or any amendment shall be considered additional rent. In the event Tenant shall owe Landlord any sums for any work or additional work same shall be collected by Landlord as additional rent.

20. Tenant's Work and Tenant's Contractors

- A. In the event Landlord, in its sole discretion, allows Tenant to have any contractor(s) other than Landlord perform work, or extra work, then said contractor(s) shall be qualified and licensed contractor(s). Tenant's contractor(s) shall not cause or induce any labor disputes with any of Landlord's contractors and shall abide by all Landlord rules and regulations regarding the building and the demised premises, then in force and effect. Tenant's contractors shall perform their work without interfering with Landlord's work and allow Landlord to perform its work prior to any of their work. Prior to entering the site and performing work, Tenant's contractor shall provide Landlord with: (a) a Commercial General Liability Insurance Policy with limits of no less than \$5,000,000.00 per occurrence; such policy shall name Landlord, any designees of Landlord and Tenant as Additional Insureds and indemnify and release both parties against any liability whatsoever occasioned on or about the building and the demised premises, or any appurtenances thereto; and (b) proof that Tenant's contractors carry workmen's compensation and disability insurance and any other insurance policies as required by law and as required pursuant to the Supplemental Building Rules and Regulations annexed to this lease including Attachment A thereto. Certificates of insurance shall be provided to Landlord and provide for thirty (30) days prior notice of cancellation to Landlord. Tenant's contractors shall at their own cost and expense be responsible to remove all rubbish and refuse from the job site and building and keep the site in clean condition to the satisfaction of the Landlord.
- B. In the event Landlord, in its sole discretion, allows Tenant to provide its own contractor(s) for any work, then and in that event, Tenant contractor(s) shall be responsible to complete Tenant's improvements according to Tenant's plans and specifications. Tenant or Tenant's contractor(s) shall be responsible for any and all permits, fees, temporary licenses, insurances or any other requirement of law as required by any competent Federal, State or local authority having jurisdiction over same and no work shall commence in the Demised Premises until such requirements are satisfied and documentation thereof in a form acceptable to Landlord is provided to Landlord. Landlord reserves the right to require any of Tenant's contractor(s) (or any other person or trades employed by Tenant) to perform work and or install materials in accordance with building standard finishes, quality, workmanship, and designs which shall be in the sole judgment of Landlord. Landlord further reserves the right to remove any of Tenant's contractors from the building and demised premises in the event the provisions of this work letter and this paragraph are violated. Tenant expressly agrees that Landlord shall not incur any liability for the removal of any contractors and shall indemnify and release Landlord against any claims relating thereto.
- C. Tenant's contractors shall be responsible for any temporary utilities and/or services necessary to perform its work, such as, but not limited to, electricity and water. In the event Landlord shall provide any such utilities and services, Tenant shall reimburse Landlord for same as additional rent. Tenant shall also be responsible to pay, as additional rent, the cost of any building employee used in connection with the construction and fitting up of Tenant's demised premises, such as, but not limited to, overtime elevator service, security, supervision or cleaning.
- D. Any work proposed to be performed by Tenant or Tenant's contractors must first be approved by Landlord in writing prior to commencement. Tenant and/or Tenant's contractors shall provide any necessary plans or specifications required by Landlord.
- E. All plans and specifications for any Tenant's Work shall: (a) be compatible with the Landlord's building systems and specifications; (b) comply with all applicable laws and the rules, regulations, requirements

and orders of any and all governmental agencies, departments or bureaus having jurisdiction; and (c) be fully detailed, including locations and complete dimensions. Tenant may use any architect or engineer licensed in New York State to prepare its plans and to file for permits, provided, however, that such architect or engineer shall, at all times, be required to maintain professional liability insurance naming Landlord, any designees of Landlord and Tenant as Additional Insureds in an amount of not less than \$2,000,000.

- F. In the event that, by reason of Tenant's Work, Landlord shall be required by any governmental agency to make any alterations to or perform any work in the Building (including, without limitation, upgrades of the Building fire safety system or modifications to the common areas), then Tenant shall be responsible for the cost of such work and Tenant shall indemnify and hold Landlord harmless from any claim, liability, damage or expense (including reasonable attorneys' fees) which Landlord may incur by reason of such work.
- G. Tenant shall not employ, or permit the employment of, any contractor or laborer, or permit any materials to be delivered to or used in the Building, if such employment, delivery or use shall interfere or cause any conflict or disharmony with other contractors or laborers engaged in the construction, maintenance or operation of the Building by Landlord, Tenant or others, or the use and enjoyment of the Building by other tenants or occupants. In the event of such interference, conflict or disharmony, Tenant shall, upon Landlord's request, cause all contractors or laborers causing such interference or conflict to leave the Building immediately.
- H. Landlord shall have the right to inspect the work as it progresses. Tenant shall reimburse Landlord, as additional rent, for Landlord's third-party expenses incurred in reviewing and evaluating Tenant's plans and specifications and inspecting the performance of Tenant's Work (including, without limitation, the fees and disbursements of Landlord's architect and construction manager). In receiving reimbursement, Landlord assumes no responsibility for the quality or manner (including, without limitation, the means, methods and/or techniques) in which such work has been performed.