

Attachment to Exhibit B.

Delays

Lessor agrees to provide occupancy to the Tenant in accordance with the dates as set forth in this Exhibit "B". Lessor shall be entitled to an equitable adjustment to the Schedule without being in default in the event of the following: (i) in the event of an *Force Majeure Event*, (ii) in the event of a differing site condition not reasonably anticipated during the design of the Approval Plans, and (iii) in the event of an environmental release or event not the fault of Lessor. Notwithstanding the adjustment in schedule, Base Monthly Rental shall not be changed. *Force Majeure Event(s)* are those events that are beyond the control of both Lessor and Lessee, including the events of war, terrorism, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

In the event, without excuse, Lessor fails to complete the Renovations in accordance with Exhibit B or if during the Renovation Period the Lessor fails to meet the milestone deadlines as set forth in the Exhibit B, then Lessee may ask for reasonable assurances from Lessor that it has the ability to complete the Renovations on schedule and Lessor shall promptly provide Lessee with the plan and proof of its ability to perform. In the event that Lessor fails to complete the Renovations within two months of the scheduled completion date, or if during the Renovation Period, Lessee reasonably can establish that Lessor will not be able to timely complete the Renovations within two months following the completion date, then Lessee may give Lessor written notice of default and upon Lessor's failure to timely cure, the Lessee may avail itself of all remedies as allowed by law, including but not limited to completing the Renovations and offsetting the cost against Rent, terminating the Lease, and such other remedies as allowed by law.