

above within ten (10) business days from the date of said Delay Notice, Tenant, in addition to any other remedy it may have, at its option may: (i) as agent of the Landlord commence performance of the work and deduct the cost thereof from the rent to become due and payable pursuant to Article 2 hereof; or (ii) terminate this Lease on ten (10) business days written notice to Landlord. Tenant, however, shall not be required to exercise either of the foregoing rights. If Tenant elects not to terminate the Lease, and regardless of whether or not Tenant provides a written Delay Notice or elects to perform the work as Landlord's agent, Tenant shall receive a rent credit subsequent to Substantial Completion equivalent to one (1) day of free rent for each day Landlord has delayed commencement of work or not met time frames.

(C)(1) If and only if Landlord substantially completes the Work on a date no later than October 1, 1997 or in the event that Tenant takes occupancy by such date, then Tenant shall pay to Landlord an amount equal to \$1,300,000.00 within sixty (60) days after the Substantial Completion Date, as a contribution toward the Work Cost. However, in the event Landlord substantially completes the Work on a date later than October 1, 1997, yet prior to twelve (12) months from the later of (i) Landlord's receipt of the Work Permit, or (ii) DRES approval of the Final Plans, Tenant shall give Landlord written notice (hereinafter referred to as the "Completion Delay Notice") specifying the work required by Tenant that has not been properly completed. If Landlord fails to achieve Substantial Completion within one (1) month from the date that Landlord receives such Completion Delay Notice, or if such work cannot be completed within said one (1) month and Landlord fails to act diligently, and continuously without interruption to complete said work within a reasonable time, Tenant, in addition to any other remedy it may have: (i) may, as agent of Landlord, perform said work and deduct the cost thereof from the rent to become due and payable pursuant to Article 2 hereof, and (ii) shall receive a rent credit

agrees to cooperate fully with Tenant in the event that Tenant seeks to enforce its rights with respect to the warranties and guarantees.

Notwithstanding anything to the contrary in Article 13 hereof, Landlord shall be solely responsible for the performance and cost of all repairs resulting from defects of materials and workmanship in construction and/or alterations and improvements of the Demised Premises or of the Building. Furthermore, and notwithstanding anything to the contrary contained in Article 13 hereof, if Landlord uses existing ductwork or ventilation equipment, it shall remain solely responsible for the performance and cost repair or replacement of same during the entire term hereof as well as any and all renewals.

Notwithstanding anything to the contrary contained herein, Tenant may perform additional alterations and improvements to the Demised Premises during the term hereof with Landlord's prior approval which approval shall not be unreasonably withheld, delayed or conditioned.

At any time during Landlord's performance of the Work, DRES may request Landlord to perform additional alterations and improvements (the "Additional Work"), the cost for which shall not exceed \$233,400.00 and shall be supported by reasonable back-up documentation. Prior to commencing such Additional Work, Landlord must obtain DRES' approval in writing. Tenant shall reimburse Landlord for such expense within sixty (60) days of Substantial Completion (defined above). Such approval shall be based on a proposal for the cost of the Additional Work and time proposed by Landlord, which are accepted by DRES.

In addition to any other right it may have under the Lease with respect to its property, Tenant, upon the expiration or earlier termination of this Lease, may, at its option,