

(3rd) full calendar month next beginning after the Expansion Premises Commencement Date with respect to Landlord's construction obligations under this Work Agreement not referenced in (i) above, Tenant shall be deemed conclusively to have approved Landlord's construction and shall have no claim that Landlord has failed to perform any of Landlord's obligations under this Work Agreement (if any). Landlord agrees to correct or repair at its expense items which are then incomplete or do not conform to the work contemplated under the Plans and as to which, in either case, Tenant shall have given notice to Landlord, as aforesaid.

1.4 Intentionally Omitted

1.5 Tenant Plan Excess Costs

Notwithstanding anything contained in this Work Agreement to the contrary, it is understood and agreed that Tenant shall be fully responsible for the costs of any items of work not shown on **Exhibit B-3** attached to the Lease and the costs of any items of work shown as a "Tenant Cost" on **Exhibit B-3** (by virtue of an "X" being noted in the Tenant Cost column) (the "**Tenant Plan Excess Costs**"). To the extent, if any, that there are Tenant Plan Excess Costs, Tenant shall pay Landlord, as Additional Rent, fifty percent (50%) of the Tenant Plan Excess Costs prior to the commencement of the Landlord's Work, with the balance of the Tenant Plan Excess Costs due upon Substantial Completion of the Landlord's Work; provided, however, that in the event that the Tenant Plan Excess Costs exceed \$20,000 (the "**Maximum Amount**"), then Tenant shall pay to Landlord, as Additional Rent, at the time that Tenant approves any Change Order that causes the Tenant Plan Excess Costs to exceed the Maximum Amount, all Tenant Plan Excess Costs in excess of the Maximum Amount, provided, however, that if the Tenant Plan Excess Costs exceed the Maximum Amount as a result of a Change Order, then Tenant shall pay to Landlord, as Additional Rent, at the time Tenant approves such Change Order in accordance with Section 1.1(A)(2), all such Tenant Plan Excess Costs in excess of the Maximum Amount.