**RIDER TO LEASE**

The Commencement Date of this Lease shall be extended for an Excused Delay which materially affects the Owner’s/Landlord’s ability to deliver the Premises (due to current tenant’s inability to move or the like) or new Tenant’s ability to move for similar reasons, the unavailability of movers or some other such cause that prevents either party from fulfilling its obligations under the Lease due to an Excused Delay.

As used herein an Excused Delay means a delay preventing the Tenant from moving into the Premises or a Landlord’s ability to deliver the Premises, caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine or travel ban, war, acts of terrorism, and/or order of government or civil or military authorities.

The Commencement Date shall be extended to the earlier of 10 business days after the end of the Excused Delay or 90 days after the initial commencement date contained in the Lease. In the event that the Tenant cannot move into the Premises or the Landlord cannot deliver the Premises during the 90 day extension, unless the Landlord and Tenant agree to further extend the Commencement Date, the Lease shall terminate and any funds and deposits paid by the Tenant to the Landlord (excluding Broker’s fees) shall be returned without recourse to either party, and both parties shall release each other of all claims.

As any Excused Delay would not be due to either the fault of Landlord or the Tenant, Tenant shall be obligated only to pay rent starting on the Commencement Date and the parties shall prorate the then current month’s rent.