

POSSESSION Art. 5. The Landlord agrees that the Tenant is entitled to physical possession of the demised premises on the date on which the term commences. The Tenant agrees to deliver to the Landlord physical possession of the demised premises upon the termination of the term hereof or any extension thereof, in good condition, ordinary wear and tear excepted.

TENANT'S RIGHT TO  
MAKE ALTERATIONS

Art. 6. The Landlord consents that the Tenant may at its own expense, from time to time during the term hereof, make such alterations, additions and changes, structural or otherwise, in and to the demised premises as it finds necessary or convenient for its purposes, and may build on any vacant land included within the demised premises, and may demolish any buildings on the demised premises provided it proceeds with all reasonable diligence to erect a new building or buildings thereon of at least equal value to that demolished.

The Landlord consents that the Tenant may from time to time during the term hereof remove walls and connect the demised premises with other premises owned or controlled by the Tenant. Any such alterations, additions and changes, and any new building shall belong to the Landlord, and shall be considered as improvements to and become a part of the real estate of the Landlord as the work progresses, and at the end of the term of this lease or any extension thereof the Tenant shall have neither the right nor the obligation to remove the same, or to change such structure or restore the premises to the condition in which they were originally, excepting, however, that if the building on the demised premises is part of a larger building on the demised and adjoining premises or if the building on the demised premises has been connected with any building on adjoining premises by the removal of any wall or walls and if demand is made upon the Tenant by the Landlord in writing not less than sixty (60) days prior to the termination of this lease (if this lease terminates by lapse of time) or if made within ten (10) days after the termination of this lease (if this lease otherwise terminates), then for the purpose of creating a separate and enclosed building on the demised premises, the Tenant will erect along the boundary lines of the demised premises where no such wall or walls are then in existence either (1) an independent wall or walls which shall be located on the demised premises and shall support only the building on the demised premises, or (2) a party wall or walls, one-half of the width of which shall be on the demised premises and the remaining half on adjoining premises. The Tenant shall not erect a party wall unless prior to commencing the work the Tenant shall have arranged for and there shall have been executed and delivered a party wall agreement between all persons having an interest in the demised premises and in the adjoining premises affected thereby, providing for the usual easements of support and containing such other terms and provisions as the owner and other persons having an interest in the demised premises may reasonably approve. The work for which provision is made in this paragraph shall be done within a reasonable time after the termination of this lease and the Tenant shall sever all utility and service pipes, wires and conduits which may extend through the demised premises to adjoining premises.

(Continued on next page)