

12. ALTERATIONS: Tenant, at its own expense, shall have the right to make such repairs, improvements, changes and alterations in and to the demised premises as it shall deem necessary or desirable in its use and occupancy of the demised premises; provided, however, that during any one lease year or partial lease year, as heretofore defined, Tenant shall not make any such repairs, improvement, changes or alterations to the demised premises costing an aggregate in excess of three (3) months' fixed rent without first procuring Landlord's written consent and delivering to Landlord the plans and specifications and copies of the proposed contracts and necessary permits, and shall furnish indemnification against liens, costs, damages and expenses as may be required by Landlord. Except as hereinafter provided, Tenant shall not make any structural alterations in or additions to the demised premises. If structural or non-structural alterations or changes become necessary because of the application of laws or ordinances or other directions, rules or regulations of any regulatory authority having jurisdiction over the business carried on by Tenant, or because Tenant has overloaded any electrical or other facility, Tenant shall make such alterations and changes at its own cost and expense after first obtaining Landlord's written approval of plans and specifications and furnishing such indemnification against liens, costs and damages as Landlord may reasonably require. All alterations, additions and improvements which may be made or installed by either of the parties hereto upon the demised premises at the termination of this lease shall become the property of Landlord, and shall remain upon and be surrendered with the demised premises as a part thereof, without damage or injury; any floor or wall covering which may be tacked, cemented or otherwise

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