

which shall be used in or charged against the leased premises during the full term of this lease.

XII. REPAIRS AND ALTERATIONS

Throughout said term, Lessee shall:

- (a) Take good care of the premises, signs, fixtures and appurtenances, and all alterations, additions and improvements to the same.
- (b) Make all repairs and replacements in and about the premises necessary to preserve them in good and attractive order, appearance and condition, which repairs and replacements shall be equal in quality and appearance to the original work.
- (c) Promptly pay the expenses of such repairs and replacements.
- (d) Pay particular attention to the preservation of the attractive and desirable aesthetic qualities and appearance of the leased premises, including, but not limited to, the landscaping on the grounds.

The parties to this lease agreement acknowledge the possibility for the need to make extensive alterations and/or modifications to the property covered by this lease. Lessee shall have the right to make such alterations or changes to the interior or exterior of the premises as it shall desire for the proper and efficient operation of its business; provided, however, that no structural alterations or changes shall be made without prior written consent of Lessor, which consent shall not be unreasonably withheld. Such changes and alterations shall conform with building codes and zoning regulations now or hereinafter legally effective and promulgated by the state, county or municipal authorities and shall be done in a first class, workmanlike manner. All such alterations or changes shall become the property of Lessor. The cost for all such alterations and/or modifications throughout the term of this lease shall be borne by Lessee. However, for any alteration and/or modification program for which the cost exceeds \$50,000.00 Lessor agrees to co-sign with Lessee a second mortgage or similar encumbrance on the leased premises, the entire proceeds from which must be used for said alteration or modification, provided that (1) said encumbrance shall not increase the total unpaid debt in the premises beyond the amount of \$978,439.00; (2) said encumbrance shall not have a term which ends after the expiration of this lease as provided in Paragraph IV. As provided in Paragraph V. herein, the rental paid by Lessee shall be increased by the amount necessary to pay said obligation.

During the progress of and upon completion of any modification or alteration of the property, Lessor shall be furnished with adequate receipts and vouchers showing that such loan proceeds were expended and disbursed for the work in progress and completed on the leased premises, that all charges for labor and materials have been paid in full and that the work is lien-free except as authorized in this paragraph.

XIV. CONDEMNATION

a. The term "condemnation" as used in this case, shall mean the exercise of the power of eminent domain by any person, entity, body, agency, or authority, or private purchase in lieu of eminent domain, and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase in lieu thereof, occurs, or the date of settlement or compromise of the

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