

hindrance, obstruction or impairment, whether the same shall affect Lessor or Lessee or (ii) make such changes in the Leased Improvements and take such other actions as shall be necessary to remove such encroachments, hindrance or obstructions and to end such violations or impairments, including, if necessary, the alteration or removal of any of the Leased Improvements on such Leased Property. Any such alteration or removal shall be made in conformity with the requirements of Section 9.1.

ARTICLE IX

9.1. Alterations, Replacements and Additions. Lessee, at its expense, may at any time and from time to time make alterations of and additions to the Leased Improvements on any or all of the Leased Properties and substitutions and replacements for the same (herein collectively called Alterations), provided that (a) the market value of the affected Leased Property shall not be reduced or its usefulness impaired; (b) the work shall be done expeditiously and in a good and workmanlike manner; (c) the plans and specifications for any single Alteration with an estimated cost in excess of \$50,000 shall be approved in writing by Lessor, such approval not to be unreasonably withheld or delayed; (d) Lessee shall comply with all Legal Requirements and Insurance Requirements, if any, applicable to the work and (e) Lessee shall promptly pay all costs and expenses and discharge any and all liens arising in respect of the work. All Alterations shall immediately become and remain the property of Lessor, shall be deemed part of the Leased Improvements and shall be subject to all of the terms and provisions of this Lease. In case the estimated cost of any such Alteration exceeds \$50,000, notice of any such Alteration shall be given to Lessor in writing, and it must be made under the supervision of a qualified architect or engineer.

(CONTINUED ON NEXT PAGE)