

ARTICLE XIIIAdditions, Alterations, Improvements
Replacements and New Construction

Section 13.01. Additions, Alterations and Improvements by Lessee. Lessee shall have the right to make additions to, alterations of, and improvements on the Leased Premises, structural or otherwise, and to construct or add additional Facilities, at its expense, subject, however, to the provisions of Article XX.

The Lessee shall have the privilege of erecting any additional building or buildings and of remodeling the Facilities from time to time as it in its discretion may determine to be desirable for its uses and purposes, provided that such remodeling shall not damage the basic structure of the then existing Facilities or materially decrease their value, with no obligation to restore or return the Facilities to their original condition, but the cost of such new building or buildings and improvements and remodeling shall be paid for by it and upon the expiration or termination of this Lease, shall belong to and be the property of the Lessor, subject, however, to the Lessee's right to purchase under Article XXI hereof and to the right of the Lessee to remove from the Leased Premises at any time before the expiration or termination of this Lease and 30 days thereafter and while it is in good standing with reference to the payment of Basic Rent and its performance of other obligations hereunder, all improvements, machinery, fixtures, equipment and appliances placed in or upon the Leased Premises by the Lessee which can be removed without material damage to the existing building or structures or if they cannot be removed without such damage, then provided that Lessee repairs any damage caused by such removal.

In the event of the purchase by Lessee of any unimproved part of the Leased Premises pursuant to Section 21.04 hereof, the Lessee shall have the right to erect any additional building or buildings thereon which may utilize any wall or walls contained in the Facilities as party walls.

Section 13.02. Installation and Removal of Machinery and Fixtures by Lessee. The Lessee may at any time or times during the Term of this Lease, install or commence the installation of any machinery, equipment, fixtures or personal property to such extent as the Lessee may deem desirable, and the Lessee may also remove any machinery, equipment or fixtures so installed by it; provided, however, that such installation or removal shall not be permitted to interfere with the construction of the Facilities. All such machinery, equipment, fixtures and other personal property which shall be acquired and installed at the expense of Lessee, shall remain the property of the Lessee and shall not be included within the definition of Leased Equipment and may be removed at any time and from time to time by Lessee.

Section 13.03. Alteration, Improvement and Modifications of Leased Equipment by Lessee. Lessee shall have the privilege of altering, improving and modifying the Leased Equipment from time to time as it may determine is desirable for its use and purposes, provided that the same does not substantially