

ARTICLE VII.

ALTERATIONS

Tenant shall not make any alterations, additions, and improvements to the interior or exterior of the Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. Any such alterations, additions and improvements which may be made or installed by Tenant shall remain upon the Premises and at the termination of this Lease shall be surrendered with the Premises as a part thereof. However, the Owner hereby agrees that all personal property, fixtures and equipment placed on the Premises by the Tenant or any sublessee shall not become part of the freehold. Tenant may, at any time, remove all personal property, fixtures or equipment it has placed on the Premises, but shall repair any damage caused to the building by the removal of any such personal property, fixtures or equipment. Tenant agrees it will, during the time any such alterations or improvements are being made hereunder, carry public liability insurance and workmen's compensation insurance in accordance with applicable laws and will indemnify and save Owner harmless from any and all liens for labor, materials and supplies which may arise by reason of such alterations or improvements made by Tenant.

ARTICLE VIII.

MAINTENANCE AND REPAIR OF THE LEASED PREMISES

Owner covenants and agrees to maintain and repair the roof and other exterior portions of the Leased Premises exclusive of doors, door checks, and windows and to make any structural repairs to the Leased Premises, except for repairs caused or necessitated by Tenant, its agents or employees. Tenant covenants and agrees to keep and maintain in good order, condition, and repair the interior of the Leased Premises and to maintain and repair all other portions of the Leased Premises not required to be maintained or repaired by Owner. If Owner or Tenant refuses or neglects to promptly or adequately commence or complete repairs required of it under this Lease, the other party may make or complete said repairs and shall be reimbursed the cost thereof upon demand by the party refusing or neglecting to so perform.

ARTICLE IX.

MAINTENANCE AND CONTROL OF COMMON AREAS

1. Owner covenants and agrees that during the term of this Lease or any renewal or extension thereof to provide parking areas, approaches, exits, entrances and roadways, hereinafter referred to as "Common Areas", for the non-exclusive use of Tenant, its agents, employees or customers while such customers are shopping in the demised premises or in any portion of the Shopping Center and to maintain same in good repair, reasonably clear of snow, except sidewalks contiguous to demised premises, and lighted from dusk to approximately 12:30 a.m. of each business day.

2. Owner shall have the right to close any or all portions of the parking area or areas to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary,

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