

Premises or any part thereof, or shall hinder or obstruct any easement or right-of-way to which the Leased Premises are subject or shall impair the rights of others under any such easement or right-of-way, then, promptly after the delivery of the written request of Lessor to Lessee, Lessee shall, at its expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation, hindrance, obstruction or impairment, whether the same shall affect Lessor, Lessee or both, (ii) make such changes in the buildings, structures and other improvements to the Leased Premises and take such other action as shall be necessary to remove such encroachments, hindrances or obstructions and to end such violations or impairments, including if necessary the alteration or removal of any building, structure or other improvements to the Leased Premises or (iii) give to Lessor a bond or other form of indemnity reasonably satisfactory to Lessor, indemnifying Lessor against loss arising out of any such encroachment, violation, hindrance, obstruction or impairment. Any such alteration or removal (referred to in clause (ii) above) shall be made in conformity with the requirements of paragraph 13(a), in the case of any such removal, to the same extent as if removals were alterations under the provisions of paragraph 13(a).

13. Alterations. (a) If not in default under this Lease, Lessee may, at its expense, make additions to and alterations of the buildings, structures or other improvements constituting part of the Leased Premises, and Lessee may make substitutions and replacements for the same; provided, however, that (i) the market value, rental value, rentability or usefulness of the Leased Premises shall not thereby be lessened, (ii) the foregoing actions shall be performed in good and workmanlike manner and (iii) such additions, alterations, substitutions and replacements shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. Lessee shall promptly pay all costs and expenses of each such addition, alteration, substitution or replacement and shall discharge all liens filed against the Leased Premises arising out of the same. Lessee shall procure and pay for all permits and licenses required in connection with any such addition, alteration, substitution or replacement.

(b) If not in default under this Lease, Lessee may, at its expense, construct upon the Leased Premises any

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