

benefit of any and all such warranties or insurance shall offset the costs of replacement as herein provided.

10. FIXTURES AND PERSONAL PROPERTY: Any fixtures, equipment and other personal property installed in or attached to the demised premises by or at the expense of the Tenant shall be new or in good and serviceable condition, and shall remain the property of the Tenant, and the Tenant shall have the right at any time, provided it is not then in default hereunder, to remove any and all of such fixtures.

11. ALTERATIONS: Tenant, at its own expense, shall have the right to make such repairs, improvements, changes and alterations in and to the demised premises as it shall deem necessary or desirable in its use and occupancy of the demised premises; provided, however, that during any one lease year or partial lease year, as heretofore defined, Tenant shall not make any such repairs, improvement, changes or alterations to the demised premises costing an aggregate in excess of three (3) months' fixed rent without first procuring Landlord's written consent and delivering to Landlord the plans and specifications and copies of the proposed contracts and necessary permits, and shall furnish indemnification against liens, costs, damages and expenses as may be required by Landlord. Except as hereinafter provided, Tenant shall not make any structural alterations in or additions to the demised premises. If structural or non-structural alterations or changes become necessary because of the application of laws or ordinances or other directions, rules or regulations of any regulatory authority having jurisdiction over the business carried on by Tenant, or because Tenant has overloaded any electrical or other facility, Tenant shall make such alterations and changes at its own cost and expense after first obtaining Landlord's written approval of plans and specifications and furnishing such indemnification against liens, costs and damages as Landlord may reasonably require. All alterations, additions

0102

4328 RV.21