

Demised Premises, when returned to the Lessors in accordance with the terms and conditions hereof, shall be in as good condition as when received by it, ordinary wear and tear and damage due to fire, explosion, lightning, windstorm, earthquakes, or any of the elements or Acts of God, excepted.

ARTICLE 10. ALTERATIONS AND IMPROVEMENTS BY LESSEE. The Lessee may, at any time, and at its own cost and expense, make the following alterations and improvements:

- (a) Erect such partitions, benches and shelving as it may require;
- (b) Erect or install its business signs upon any part of the Demised Premises; and
- (c) Install heater units.

The Lessee may not make any other alterations or improvements in connection with the Demised Premises without first having obtained the Lessors' written consent thereto. It is understood and agreed that any partitions, signs, or other equipment installed by the Lessee shall remain the sole property of the Lessee and may be removed or replaced by it at any time; PROVIDED, HOWEVER, that the Lessee shall repair any damage or disfigurement resulting from the removal of such property.

ARTICLE 11. PARTIAL OR TOTAL DESTRUCTION OF DEMISED PREMISES.

In the event of any partial or total destruction of the Demised Premises by fire, lightning, cyclone, tornado, explosion, or any other casualty or unforeseen cause, during either the Original or Extended Term hereof, the Lessors shall, at their own cost and expense, and within a reasonable time and under the circumstances then existing after receiving notice thereof from the Lessee, (provided the obtaining of the required materials and making the required repairs are not beyond the control of Lessors,) shall repair all of the damage resulting from any such casualty; it being understood and agreed that, during the period the said damage is being repaired, the rent due the Lessors under this lease shall be diminished proportionately and to the extent that the rental value of the Demised Premises shall be so diminished.

ARTICLE 12. ASSIGNMENT OF LEASE. The Lessee may assign or trans-