

the Lessor at and upon the termination of this lease.

10. REMOVAL OF FIXTURES AND EQUIPMENT: Lessee shall have the right to place or install in or upon the demised premises such fixtures and equipment as it shall deem desirable for the conduct of its business, and all fixtures and equipment so placed in or upon the demised premises at the expense of the Lessee (whether or not readily removable) shall remain the property of the Lessee, and all or any part thereof may be removed by Lessee, but Lessee shall be under no obligation to remove same and may, at its option, surrender all or any part thereof with the leased premises. In the event such removal shall cause damage or disfigurement to the walls, ceilings, or floors of the demised premises, the cost of repairing the same shall be borne by the Lessee. In connection herewith, Lessor agrees to execute a waiver and/or release, if requested to do so, in favor of any legal owner, or secured party, of such equipment, fixtures, merchandise and other personal property installed or placed in or on the demised premises permitting the removal of such equipment, fixtures and other personal property by such legal owner or secured party.

11. SURRENDER OF LEASED PREMISES: Upon the expiration of this lease, Lessee shall surrender the demised premises to Lessor in as good order and condition as at the commencement of the term, unrestored alterations, reasonable wear and tear, damage by fire, other casualty and the elements excepted.

12. ASSIGNMENT AND SUBLETTING: The Lessee may assign this lease or sublet the whole or any part of the demised premises without the written consent of the Lessor, PROVIDED, HOWEVER, that in the event of any such assignment or subletting Lessee shall remain primarily liable for the payment of the rent herein reserved and for the performance of cash and all of the covenants and conditions hereof on the Lessee's part to be performed, and further provided that any assignee or sublessee shall be subject to all the covenants, obligations and conditions herein provided for.

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