

the other on account of any covenants or obligations herein contained. In such event, Lessee shall be entitled to refund of any option money.

17. Improvements by Lessee. Lessee, at its own cost, shall have the right to construct, install, maintain, and operate on said premises such buildings, signs, improvements, equipment, fixtures (trade or otherwise) and appliances on, under and above the ground as it may require or desire in the conduct of the business to be conducted on said premises. Lessee shall have the further right, from time to time to make, at its own cost and expense, such additions to or alterations in, or to such buildings, structure, and improvements as Lessee shall deem desirable, including the right to erect signs advertising its business, or that of its tenants, and to make additional connections with any and all water, gas, sewer lines and pipes on or serving the premises, and to continue the use and service thereof during the term of this Lease. Lessee shall have the right at the termination of this lease, and any extensions thereof, to remove any and all trade fixtures, equipment or other property which it may have stored or installed in the premises and which may be removed without structural damage to any building. Any damage which might occur to the permanent structure on account of said removal by Lessee shall be promptly repaired by Lessee at the sole expense of Lessee.

Upon termination of this lease for any reason, all improvements to the premises with the exception of trade fixtures, equipment and such other property stored in or installed upon the premises and capable of being removed without damage to any building or otherwise to the premises, shall automatically and absolutely become the property of Lessor.

The Lessee accepts the demised premises in their present condition and without any representation or warranty by the Lessor as to the condition or as to the use or occupancy which may be made thereof, and the Lessor shall not be responsible for any latent or other defect or change in their condition, and the rent hereunder shall in no case be withheld or diminished on account of any defect or change in their condition, or on account of any damage occurring thereto during the term of this Lease. The taking of possession of the demised premises by the

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