

same in good, safe, tenantable condition, sightly in appearance, properly painted, decorated and landscaped and in good order and repair. Lessee will deliver said buildings and premises (unless the lease be terminated because of damage or condemnation or other proceedings as provided herein) at the termination of this lease in good order and repair, due allowance being made for reasonable wear and use. Lessee acknowledges that the premises have been inspected and are delivered in good, safe and tenantable condition and in good order and repair.

10. Fixtures. The Lessee shall have the right, from time to time, to place or install in or upon the premises such trade fixtures and equipment as it shall deem desirable for the conduct of its business. All trade fixtures and equipment so placed in or upon the premises (whether or not readily removable) shall remain the property of the Lessee, and all or any part thereof may be removed by the Lessee, but Lessee shall be under no obligation to remove the same and may, at its option, surrender all or any part thereof with the premises at the end of the term hereof. In the event such removal shall cause damage or disfigurement to the walls, ceiling, floors, or other part of the premises, the cost of repairing the same shall be borne by the Lessee.

11. Damage. In the event that the premises are partially or totally destroyed by fire or other casualty, the proceeds of the insurance policy or policies required under paragraph 14 shall be used to restore the premises to its condition prior to said loss without unnecessary delay and this lease shall continue in full force and effect during the restoration. In the event that any insurance proceeds are insufficient to restore said building to its condition prior to such loss, the Lessee may pay the difference in the cost of such restoration (without any change in rental) or at its election, the Lessee may terminate this lease, in which case all insurance proceeds shall be paid to the Lessor.

12. Insurance. Lessee, during the entire term hereof, shall keep the demised premises, including all repairs, replacements, alterations,

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