

9. IMPROVEMENTS AND ALTERATIONS. The Tenant shall have the right and privilege at all times during the continuance of this Lease to make and erect, at its own expense, such improvements and structures as it may desire, including alterations, deletions, replacements and additions thereto; provided, however, that any substantial change in the improvements on the demised premises shall have the prior written approval of Landlord, which approval will not be unreasonably withheld. Any such structures, improvements, alterations, replacements and additions made by the Tenant shall be considered as a part of the demised premises. Tenant shall keep and maintain such improvements in good repair and operating condition during the term of this Lease and at the end of such term shall surrender the same in as good repair and condition as the same shall be at the time of completion of construction thereof and will not permit any deterioration thereof, reasonable wear and tear excepted.

Landlord agrees that Tenant shall have the right at any time, provided it is not in default under this Lease, to remove any or all such trade fixtures and equipment; provided, however, that Tenant shall restore the premises to substantially the same condition in which it was at the time Tenant took possession, normal wear and tear excepted.

10. SURRENDER OF PREMISES. Upon the termination of this Lease by lapse of time or otherwise, the improvements to be erected on said premises shall be and become the property of the Landlord with the exception of the furniture, furnishings, fixtures, equipment, and signs of Tenant. At the termination of said Lease, Tenant shall surrender the premises to Landlord in substantially the same condition as when erected, reasonable wear and tear excepted, and shall repair any and all damage caused by the removal of such fixtures, furnishings, equipment and signs.

11. CONDEMNATION. If, at any time during the term hereof, the whole of the premises or such substantial part thereof as may render the premises unsuitable for the use being made by the Tenant, shall be taken for any public or quasi-public use under statute or by right of eminent domain, then in such event, when possession shall have been taken of the premises by the condemning authority, the term hereby granted shall immediately cease and terminate. Rent shall be apportioned and paid to the date of such termination and the Tenant shall not be liable for any rent after such termination. Anything in this Lease to the contrary notwithstanding, in the event of the taking of all of the leased premises or such part thereof as to cause the Lease to terminate pursuant to the provisions of this agreement, the improvements made by Tenant shall be deemed to belong to Tenant and it is agreed that Tenant shall have no claim to any award for condemnation received by Landlord except to the extent such damage award includes the value of any improvements made by Tenant during the term of the Lease which Lessee is not allowed to remove from the premises by the condemning authority. The Tenant and Landlord agree to cooperate in making application to the condemning authority for the amount of actual damage done to each of them on account of the taking. If permitted by state law, the Landlord and Tenant shall be free to make separate application to condemning authority for the amount of the actual provable damage done to each of them on account of the taking.

In the event of a partial taking by condemnation which does not render the premises unsuitable for the use being made by the Tenant, the term of this Lease shall not terminate but the rental for the period subsequent to such taking shall be reduced in proportion to the amount of the premises taken. In the event of a partial taking which does not render the premises unsuitable for use being made by the Tenant, the Landlord shall be entitled to the entire award made for such taking and in such event shall repair, reconstruct and restore any damage to the premises or improvements thereon as may be necessary to place the premises in suitable condition for the continued use by the Tenant in its business. The rent reserved herein shall abate for any period

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