

9.2. Salvage. All materials which are scrapped or removed in connection with the making of either Alterations permitted by Section 9.1 or repairs required by Article VIII may be dealt with by Lessee as its own property and Lessee shall be entitled to all salvage resulting therefrom.

ARTICLE X

10. Lessee's Equipment. Lessee may at its expense install or assemble or place on the Land or in the Leased Improvements, and remove and substitute, any items of machinery, equipment, furniture, furnishings or other personal property, used or useful in Lessee's business, which property shall constitute Lessee's Equipment, and Lessee shall remove the same upon the expiration or earlier termination of the Term; provided, however, that Lessee shall have no right to remove any such item which constitutes a fixture under applicable law except for self-contained freezers, cooler doors and refrigeration equipment, slush ice machines, signs, gas tanks, pumps, consoles, canopies, safe doors and counters and shelves. All Lessee's Equipment shall be and remain the property of Lessee, provided that any of Lessee's Equipment not removed by Lessee within thirty days after the expiration or earlier termination of the Term shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor, at Lessee's expense, without obligation to account therefor. Lessee shall have the right during such thirty-day period following the expiration or earlier termination of the Term to enter upon the Leased Properties or any of them to remove all or any part of Lessee's Equipment. Lessee will pay (i) rental in advance for such thirty-day period prorated on the basis of the Basic Rent payable during the immediately preceding Term and (ii) all costs and expenses incurred in removing, storing or disposing of Lessee's Equipment. Lessee

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