

4. The Lessee shall be entitled to make whatever improvements that it deems necessary in or on the leased property, and to erect such signs, etc., as it shall deem necessary provided that all such improvements shall be at the expense of said Lessee.

5. The Lessee shall have no right to sub-lease and assign the whole or any portion of the leased premises, without the prior written consent of the Lessor.

6. The Lessee shall use the premises to operate a construction operation, including office space and warehouse space and for such other uses as the Lessee shall deem appropriate.

7. The Lessee shall at its own cost and expense furnish heat, water, gas, electricity and other utilities as it may require during the term hereof.

8. It is mutually understood and agreed that Lessor shall pay all property ad valorem taxes and assessments upon the leased premises and improvements situate thereon. If there is any increase in such taxes in any subsequent year, the rental as set forth in Paragraph 3 shall be adjusted accordingly.

9. The Lessor shall carry insurance on the leased premises insuring the same against hazards covered by fire and extended coverage form of insurance on the building and fixtures therein. The Lessee will, at its own cost and expense, provide public liability and property damage insurance covering the demised premises during the term of this lease in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for personal injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for personal injury to more than one person, and Ten Thousand Dollars (\$10,000.00) for property damage, for the purpose of protecting and indemnifying Lessor and Lessee against any claims arising out of the demised premises by Lessee and to furnish Lessor with proper certificates of such policy in which Lessor shall be specifically named as a policy insured. Lessee further covenants and