

and all alterations, additions and improvements made by either of the parties hereto except movable furniture and equipment put in at the expense of Lessee, shall be the property of Lessor and shall remain upon, and be surrendered with, the premises at the termination of this Lease.

(11) The premises are presently designed and leased for use by a supplier of building materials, supplies and hardware and, in addition to said use, Lessee may use all or any part of said premises for any other lawful purpose.

(12) With Lessor's written consent, which shall not be unreasonably withheld, Lessee shall have the right to assign this Lease or any part of the premises or the whole thereof, or allow said premises, or any part thereof, to be used by some other person, firm or corporation other than Lessee, provided, however, that the assignee, sub-lessee or occupant agrees in writing to accept and perform all the terms and conditions of this Lease and provided further that Lessee shall continue to remain primarily liable to Lessor for performance of all the terms and conditions of this Lease. If Lessor does not consent to the assignment or sub-letting of this Lease, Lessor shall have the option within thirty (30) days after notice of such assignment or sub-letting to terminate this Lease by notice in writing. Lessor hereby consents to the assignment of this Lease to any subsidiary of Lessee, including a newly-formed subsidiary.

(13) The Lessee will not make or suffer any unlawful, improper or offensive use of the property or permit any use thereof contrary to any city, county, state or federal regulations which might be legally applicable thereto.

(14) (a) Lessee shall furnish Lessor evidence in writing, satisfactory to Lessor, that the buildings and improvements are insured against fire and other casualty to at least ninety (90%) percent of the actual cash value of the buildings and improvements as provided for in Section 6 of this Lease.

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