

liable to the Lessor for the performance of all the terms, provisions, and conditions of this lease, but if the Lessor gives his written consent to such assignment or assignments, the Lessee shall be relieved of any and all liability to the Lessor for the performance of any of the terms, provisions, or conditions of this lease; and provided, further, that the Lessor shall not unreasonably withhold his written consent to such assignment or assignments if, at the time thereof, the Lessee is not in default in the observance of the conditions hereof, and the assignee or assignees of this lease shall expressly assume the Lessee's obligations hereunder, and the Lessee shall deliver to the Lessor for his inspection a sufficiently executed instrument of assignment and assumption, which instrument shall be recorded at or about the time of its execution.

The Lessor hereby gives his written consent as required hereunder to the assignment of this lease at any time by the Lessee to Paul F. Hellmuth and Horace S. Ford as Trustees of The Sixty Trust, a trust having its situs in and administered under the laws of the State of Rhode Island, or their successors in office as Trustees of said Trust or to any corporation owned or controlled by said The Sixty Trust provided such corporation have at the time of such assignment a paid-in capital of at least Three Hundred Thousand (\$300,000.00) Dollars.

R.H.F.
No provision of this Paragraph 10 shall be construed to limit or affect the right of the Lessee to convey or encumber its leasehold interest hereunder by way of mortgage or deed of trust, or other proper instrument in the nature thereof, as security for an actual bona fide debt incurred or to be incurred, or to impose upon any such mortgagee or trustee the liabilities of an assignee hereunder except as provided in Paragraph 20 hereof.

11. ERECTION OF BUILDINGS: Permission is hereby granted