

of its interest under the Lease Agreement between United Merchants and Manufacturers, Inc., and Meta S. Dill dated July 9, 1976, such assignment purporting to be effective as of September 20, 1978.

2. The Tenant agrees to pay a total rental for the premises described under the assigned Lease in the annual sum of Fifty-one Thousand Eighty-eight (\$51,088.00) Dollars from and after September 20, 1978, through the termination of the assigned Lease on August 31, 1981, such annual rental to be paid in advance in monthly instalments; provided, however, such additional rental as shall have accrued from September 20, 1978, over and above rental payments already made since such date, shall be due and payable upon the date hereof.

3. Notwithstanding any provision to the contrary in the assigned lease, the tenant shall be entitled to install fixtures and partitions to the premises covered by the Lease and to use such premises for any of its operations other than manufacturing. Any structural additions, alterations or changes, other than connecting the building located thereon to buildings already by Tenant under lease from the Landlord, to be permitted only after the written permission of the Landlord, it being understood that permission of Landlord will not be arbitrarily withheld. Upon any termination of the Lease, Tenant shall have the right to remove any fixtures or other additions to the leased premises, except those as have become a part of the realty; provided, however, the property shall be returned to the Landlord in as good condition as it was on the day of this Agreement, natural wear and tear excepted. It is further understood that the premises herein leased may be assigned or sub-let by the Tenant only after written consent of the Landlord, which consent will not arbitrarily be withheld.

0953