

the approval of Landlord, which approval shall not be unreasonably withheld or unduly delayed, and upon such assignment, Assignees shall be released from the obligations assumed by them with respect to the Lease pursuant to this item (iii)).

(iv) Assign the Lease to a third party, which assignment shall be subject to the approval of Landlord in the same manner set forth under item (iii) hereof, except that Assignees shall not have assumed the liabilities and responsibilities of the tenant under the Lease prior to the assignment thereof to the third party.

This Agreement shall be binding upon Landlord, its successors and assigns, and accrue to the benefit of Assignees, their successors and Assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

WITNESSES:

Samuel M. Zuckerman
Margaret Ann

COMPROPS, LTD.

By: *Melvin Solomon*
General Partner

SAM SOLOMON COMPANY, INC.

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By: *Melvin Solomon*
President