

1181-403

Assignor further agrees it shall not sell, convey, transfer, lease or further encumber any interest in or any part of the Lease without the prior written consent of Assignee.

It is understood that the acceptance by Assignee of this assignment does not obligate it to discharge unpaid rent or rent or any other obligation under the Lease unless and until it so elects by an instrument in writing delivered to the Landlord and to the undersigned Assignor and the undersigned Assignor hereby agrees to indemnify and save Assignee harmless from any and all liability or loss incurred by it under the Lease by reason of this assignment or otherwise and for any rental payments made by Assignee to insure the continued possession of the leased premises by Assignor, and provided further, that during the period of any occupancy of said premises by Assignee upon the default of Assignor as above provided, Assignee's sole liability to the Landlord shall be the daily rental at the rate provided in the Lease during such period of occupancy. Upon the payment in full of all indebtedness and obligations secured by this assignment, this assignment shall thereupon become null and void and be of no further force and effect.

Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

IN WITNESS WHEREOF, Assignor and Assignee have respectively signed and sealed this instrument this 2nd day of December 1981.

Tenant-Assignor
Propane Corporation of America

Seal

By [Signature] President

By [Signature] Secretary

By Alexis G. Sampson Giddens Witness

STATE OF NEW YORK
COUNTY OF

By Jeanne Ferris Witness

On the 2nd day of December, 1981, before me personally came Stephen A. Vogel and Sherman C. Vogel to me known, who, being by me duly sworn, did depose and say that they are respectively the president and secretary of Propane Corporation of America the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their name thereto by like order.

[Signature]
Notary Public

STEVEN J. SEIF
NOTARY PUBLIC, State of New York
No. 4737076 Qualified in Kings Co.
Cert. Filed in New York County
Commission Expires March 30, 1983

(CONTINUED ON NEXT PAGE)

RECEIVED
0493

4328 RV-23