

This agreement, made this 29th day of JUNE,
19 79, by and between EWING-HUNGIVILLE REALTY AND CONSTRUCTION, INC.
(hereinafter called "Lessor"), and SERIES I, INC.
(hereinafter called "Lessee").

WITNESSETH:

Whereas, the parties hereto are simultaneously with the execution
of this agreement entering into a certain Lease of even date herewith
(hereinafter called the "Lease") covering approximately 5,663 square
feet of space in a building to be known as Piedmont Center, Suite 310
, and desire to make certain changes in the
Lease by this agreement as a condition to execution of the Lease;

Now, therefore, the parties hereto, intending to be legally bound
hereunder, mutually agree as follows:

1. INCREASE IN COSTS OF SERVICES. The tenant agrees to pay the
Landlord, as additional rent hereunder, upon notice and demand the
proportionate part of any increase in the annual cost of operating and
maintaining said building over the cost for the calendar year 19 79
(hereinafter called "base year") as is represented by the proportion
between the demised premises and the total usable area of said building.

For the purpose of this and other covenants requiring similar
proportion, it is agreed the demised premises hereunder contains 5,663
square feet and the total usable area of the building is 61,056
square feet. Tenant's pro-rata share 9.28%

After each December 31, subsequent to the base year, cost
statements for the year will be compared to the base year cost.

Should there be any change in the cost of service, Tenant shall
pay for or receive credit for his proportionate share by lump sum
settlement.

In addition, the monthly rent beginning the first of January will
be adjusted if required by one-twelfth (1/12) of the sum of the previous
year's cost change over the base year. In no event will the rent be
less than that which was paid in the base year or at the beginning of
the Lease.