

5. It being understood that the Lessee has heretofore erected upon the premises a manufacturing plant and warehouse at its own expense under prior lease from the Lessor herein, it is expressly agreed that the Lessee shall be deemed the sole owner of said building during the entire term of this lease and no part of the foregoing rental shall be payable for the use of the same, and the Lessee's rights of use thereof for any lawful purpose shall be unrestricted during the term of this lease.

6. The Lessee hereby covenants and agrees that it will:

- (a) pay said rent as hereinabove specified;
- (b) not assign this lease or sublet said premises or any part thereof without written consent of the Lessor; provided however such consent is not unreasonably withheld;
- (c) pay all real estate taxes assessed against the leased premises and improvements situate thereon;
- (d) indemnify and save the Lessor herein harmless from and against any loss, damage or liability growing out of or in any way connected with the occupancy of the premises, or any negligent use on the part of the Lessee, its agents or employees,

IN WITNESS WHEREOF, the Lessor has hereunto set

(continued on next page)