

substituted for the Lessee in the Lease in each and every respect, provided however, that Sublessor shall not be obligated to perform any duty or obligation of Lessor under the Lease nor liable for any default by Lessor thereunder; provided, however, Sublessee shall not be required to maintain a net working capital of \$8,000,000.00 as provided in Article 13.03 of the Lease; and, provided further, Sublessee shall not be subject to the warranties and representations made by Sublessor under Article 13.05 of the Lease only to the extent of Sublessor's warranty of due incorporation in the State of Georgia.

7. Sublessor hereby assigns all its right, title and interest, so long as no default has occurred or occurs pursuant to this Sublease, to Sublessee under and arising out of Article XV of the Lease with respect to Sublessor's purchase option to the Premises and rights thereunder.

8. Sublessee shall be in default upon the occurrence of any of the following events, any of which shall be deemed an event of default hereunder:

(a) Failure to pay any rent or payment due hereunder or under any of the obligations assumed by Sublessee hereby within three calendar days of the date when due hereunder.

(b) Breach of any covenant, warranty or representation by Sublessee contained herein or in any of the obligations assumed hereby or failure to perform any act required of Sublessee hereunder if such breach is not corrected by Sublessee within twenty-five calendar days after occurrence of any such breach.

(c) Sublessee makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (or other debtor relief laws) or a petition for reorganization under the bankruptcy laws, or if a petition is filed against Sublessee under the bankruptcy laws and not dismissed within forty-five days, or if a receiver or trustee is appointed for the property and assets of

(Continued on next Page)