

extent and only to the extent, that such rights may interfere with Sublessor's full exercise of the rights and remedies granted under paragraph 9 (a) hereof. In the event of default under paragraph 8(a) hereof.

10. Sublessee hereby accepts the Premises "as is" without warranty or representation by Sublessor of any kind.

SUBLESSOR MAKES NO WARRANTY WHATSOEVER CONCERNING THE PREMISES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY ARE HEREBY DENIED AND DISCLAIMED.

11. Sublessor and Sublessee to join in the execution of such standard and usual utility, access and similar easements as either party may request.

12. Sublessor covenants and agrees to fully perform each and every obligation of Sublessor as Lessee under the Lease which is not assumed by Sublessee hereby and hereunder, if any.

13. Sublessor covenants and agrees with Sublessee that upon Sublessee paying the rent hereby reserved, and performing and observing all the covenants and conditions required herein, Sublessee may peaceably hold and enjoy the Premises, subject, however to the terms and restrictions, if any, in the Lease, the Trust Indenture or related documents and subject to Sublessee's compliance with all applicable statutes, laws and ordinances, including without limitation any applicable zoning laws, statutes, ordinances or requirements.

14. This Sublease shall be governed by and construed in accordance with the laws of the State of South Carolina.

15. Any notice herein provided for shall be deemed to be sufficiently given if the same shall be in writing and duly dispatched in the United States mail by registered or certified mail addressed, if to the Sublessor, to:

OXFORD INDUSTRIES, INC.
222 Piedmont Avenue, N.E.,
Atlanta, Georgia, 30312

Attention J. W. Greene or,

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