or pledge, hypothecate or collaterally assign its rights hereunder
only with the prior written consent of the Sublessor which shall
not be unreasonably withheld, provided however that no assignment,
sublease, pledge or hypothecation of the whole or any part of the
Sublessee's interest herein, shall in any way affect or reduce any
of the obligations of the Sublessee under this Sublease and the
Sublessee (and any guarantor or surety of Sublessee) shall never-
theless remain directly and primarily liable on all of its obliga-
tions hereunder. Sublessee (and any guarantor or surety of Sublessee)
may be excused and relieved from its obligations and covenants here-
under only (1) with the express written release of Sublessor, to be
given or withheld at Sublessor's sole option; or

(2) upon payment to the Trustee in accordance with the
terms of the Lease the full amount of principal and interest out-
standing on the Bonds, such payment to be in form and substance
satisfactory to the Trustee, and delivery to Sublessor of written
notice by the Trustee of such full payment and satisfaction.

5. Sublessee shall, throughout the term of this Sublease,
at its own expense maintain public liability and fire and extended
coverage insurance protecting the Premises and Sublessor against
such risks and claims and in such amounts and with such insurance
companies or associations as Sublessor may require, including with-
out limitation, Sublessee's obligation hereby assumed, to maintain
all insurance required to be maintained pursuant to the Lease.
Sublessee shall furnish Sublessor with certificates of insurance
or other evidence satisfactory to Sublessor of all insurance
coverage required hereunder.

6. Sublessee hereby assumes and agrees to duly perform each
and every term and condition required of Sublessor pursuant to the
Lease as though Sublessee were the Lessee under and pursuant to the
Lease (except as may be modified herein), Sublessor herein being
substituted for the Lessor in the Lease and Sublessee herein being

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