

8. The ASSIGNEE agrees to maintain all licenses, and to pay all taxes, and other governmental obligations, in timely fashion, as pertains to the business conducted in the leased premises. All back taxes and assessments will be paid by the TENANT, and taxes for the present year shall be prorated between the ASSIGNEE and the TENANT.

9. The aforesaid Lease Agreement is hereby modified as follows:

10. The TENANT hereby warrants and covenants as follows:

a. That the assigned lease is outstanding and in full force and effect, and this instrument does transfer the ownership of the LESSEE'S interest and the interest of its predecessors in title in said lease.

b. That the TENANT as LESSEE under the Assigned Lease nor any of its predecessors is in default under any of the terms, conditions, and provisions contained in said Lease.

c. That the signed Lease has not been modified or amended and the terms, conditions, and provisions of said lease in effect this date hereof are as shown on the attached copy except as set forth in the preceding paragraph hereof.

11. Except as hereinafter modified and amended, the aforesaid Lease Agreement shall remain in full force and effect.

12. That the within Agreement shall be binding upon the parties jointly and severally, and upon the respective heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, the undersigned have set

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