

the property described in the Lease attached hereto as Exhibit A is one and the same as that property described in Exhibit B.

2. Sublessee does hereby sublease from Sublessor, as of the date hereof, for the unexpired term set forth in the Lease, the premises described in Exhibit B.

3. The terms, provisions and conditions of the Lease are incorporated herein by reference as the terms, provisions and conditions of this Sublease between Sublessor and Sublessee, except as modified herein so that "lessor" as used in the Lease may be read to mean Sublessor, and "lessee" as used in the Lease may be read to mean Sublessee.

4. Sublessee does hereby assume any and all of the covenants and obligations of Sublessor under the Lease which shall accrue from and after the date hereof, including, but not limited to, the payment of rents as set forth in the Lease.

5. Sublessor hereby covenants and agrees to warrant and forever defend all and singular the said leasehold estate herein conveyed unto Sublessee, Sublessee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Sublessor, but not otherwise.

6. Sublessor covenants that Sublessor is not in default under the Lease, that as of the date hereof any and all sums due under the Lease including but not limited to rental payments, taxes, assessments, etc. have been paid, that the Lease has not been modified or amended, is not encumbered by any prior transfer, assignment, mortgage or encumbrance (except for those encumbrances listed on Exhibit B), and that Sublessor has full and lawful authority to sublet the premises under the Lease.

7. Sublessee shall have no right to require Sublessor or lessors under the Lease to subject or subordinate any right, title or interest Sublessor or such lessors may have in the Lease to the lien of any mortgage given by Sublessee.

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