

2. The Lease is hereby terminated as of December 31st, 1979 as if said date were originally set forth in the Lease as the termination date of the term therein.

3. Lessor warrants and represents that there is no mortgage or lien on the Premises and that it has the full right, power and authority to enter into this Agreement, that Lessor is the owner of the fee simple of the Premises and that title to the Premises is and shall continue to be, until the termination of the Lease, free and clear of any liens and encumbrances. Lessor hereby agrees to hold Lessee harmless from any loss or damages arising directly, or indirectly, from breach of this covenant.

4. The parties for themselves and their heirs, executors, administrators, legal representatives, successors, and assigns do hereby forever release and discharge each other and their respective heirs, executors, administrators, legal representatives, successors and assigns of and from all manner of action, causes of action, suits, debts, sums of money, accounts, reckoning, bonds, bills, covenants, contract controversies, agreements, permits, trespasses, damages, judgments, executions, claims, liability and demands whatsoever in law or in equity, which against each other the parties ever had, or have or which their respective heirs, executors, legal representatives, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever directly or indirectly arising out of the Lease and/or the Premises.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and may not be changed orally.

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