

BOOK 1152 PAGE 613

the surrender thereof, effective July 31, 1981, in consideration of which and subject to Sublessee's performance of its obligations hereunder, Sublessor hereby waives the payment by Sublessee to Sublessor of the installments of Basic Rent in the sum of \$24,091.68 per month, payable by Sublessee for the period commencing May 25, 1981 and ending July 31, 1981.

3. It is expressly understood and agreed that nothing herein contained shall be deemed to constitute a waiver of payment by Sublessee of all other monies required to be paid by Sublessee under the Sublease accruing up to the Date of Termination, and the performance of all other obligations required to be performed by Sublessee under the Sublease up to such date, and that Sublessee shall full and timely pay any such other charges and perform all such other obligations, including but not limited to Sublessee's obligation under Article XXI of the Sublease to leave Subleased Property in good order, condition and repair, except for reasonable wear and tear. Sublessee shall be liable to Sublessor for any damage to the Subleased Property sustained in the course of Sublessee's removal therefrom.

4. This Agreement contains the entire understanding between the parties hereto relating to the subject matter hereof and supersedes all prior discussions between them with respect thereto. No waiver, change or cancellation of any of the provisions hereof shall be valid unless in

0613

4328 RV-2