

A true and correct copy of said Lease has been delivered to the Assignee.

Assignor has subleased the premises to Rick Banks, as Agent for State Farm Insurance, by Sublease dated 1980 for a term expiring December 31, 1982. Assignor hereby assigns its interest in the said Sublease to Assignee, and Assignee hereby accepts the assignment and agrees to be bound by all the terms and conditions of the said Sublease and to defend, indemnify and hold Assignor harmless from any act, claims or liabilities arising out of Sublessor's obligations under the Sublease from and after this Assignment. Assignor agrees to defend, indemnify and hold Assignee harmless from any act, claims or liabilities arising out of Sublessor's obligations under the Sublease prior to the date of the Assignment.

The parties hereto expressly intend that the Assignment by Assignor of its interest, as Tenant, shall not merge with the interest of Assignee, as Landlord, by

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