

WHEREAS, Assignor desires to assign, and Assignee desires to receive an assignment of Assignor's right, title and interest in the Sublease.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Assignor does hereby assign to Assignee, as of the date hereof, all its right, title, and interest in the Sublease.

2. Assignee does hereby accept the assignment of the Sublease from Assignor, as of the date hereof.

3. Assignee does hereby assume any and all of the covenants and obligations of Assignor under the Sublease which shall accrue from and after the date hereof, including, but not limited to, the payment of rents as set forth in the Sublease, and shall defend, indemnify, save and hold Assignor harmless from and against any and all losses, costs, claims or expenses, including but not limited to attorney fees, arising out of, or in connection with such assumption.

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

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

E.J.D.
R.W.M.