

said lease.

6. No modification or amendment of said Headlease and no instrument entered into by the parties thereto in substitution or replacement thereof shall be valid or binding for any purpose whatsoever which would (a) conflict with the provisions of said Sublease, or (b) impose any obligation on Sublessee which are more onerous than those imposed upon it under the provisions of said Sublease, (c) deprive Sublessee of any of its rights under said Sublease, or (d) deprive Sublessee of any rights under the Headlease which it is privileged to enjoy by reason of its tenancy under the Sublease.

7. As a part of this transaction, Sublessee is to leaseback the premises herein along with the building, improvements, and equipment to Headlessee in which lease the Sublessee is known as Landlord and the Headlessee is known as Tenant, said lease being dated August _____, 1984, and the Fee Owner does hereby also consent to said lease.

8. No modification, amendment, waiver, or release of any provision of this agreement or of any right, obligation, claim or cause of action arising thereunder shall be valid or binding for any purpose whatsoever unless in writing and duly exercised by the party against whom the same is sought to be of asserted.

9. Headlessee agrees not to take any action which would

9708

1325 RV 21