

Tenant shall have the right to sublet the premises for any lawful business and the terms hereinabove set forth providing for a percentage rental shall become inoperative and the Tenant and sub-tenant or sub-tenants shall only be obligated to pay the fixed rental hereinabove stipulated for the balance of the term of said lease. No such subletting shall release or relieve the Tenant of the obligation to pay the fixed rent or to perform any of the covenants and conditions of this lease herein elsewhere provided, but the Tenant shall not thereafter be obligated to pay any percentage rental for the time during which the Tenant itself shall not be operating a business upon the leased premises and/or the adjoining other Cauble property and/or the adjoining Davenport property.

Should the Tenant or any subsidiary in which the Tenant owns an interest thereafter resume occupancy of the leased premises and/or the adjoining other Cauble property and/or the adjoining Davenport property as Tenant, the terms hereinabove stipulated providing for payment of a percentage rental shall thereupon be restored and the Tenant hereunder shall be bound to pay to the Landlord the percentage rental hereinabove stipulated according to the terms of this lease.

The Tenant shall also have the right upon the conditions hereinafter set forth, compliance with which conditions shall be a condition precedent to the validity of any assignment, to assign this lease to any corporation into which the Tenant may merge or with which it may consolidate or to any corporation to which may be sold or transferred at least seventy-five per cent (75%) of the assets of the Tenant. No such assignment of this lease shall be permitted or be valid hereunder unless, (a) the assignee shall acquire at least seventy-five per cent (75%) of all of the assets of the Tenant, (b) such assignee shall execute and deliver to the Landlord within fifteen days after such assignment a written instrument in recordable form reasonably satisfactory to the Landlord whereby such assignee accepts such assignment and assumes the obligations of the Tenant hereunder and agrees to observe, carry out and perform all of the terms, covenants, and conditions of the Tenant hereunder, (c) provided that at the time of such assignment the Tenant be not in default hereunder, (d) provided the Tenant shall not