

4. Assignment and Subletting. (a) If Tenant shall not then be in default, the Tenant may, without the Landlord's consent, assign or transfer the Lease at any time and from time to time during the term of the Lease (but no such assignment shall operate to release the original Tenant from its liability for the full performance and observance of all of the terms, covenants and conditions on the part of the Tenant to be observed and performed thereunder), provided that within ten days after such assignment or transfer there shall have been delivered to the Landlord an agreement, in recordable form, executed by the Tenant and the assignee wherein and whereby such assignee assumes due performance of all obligations of the Lease on the Tenant's part to be performed to the end of the term of such assignment and wherein and whereby the Tenant affirms its obligations thereunder, jointly and severally with those of the proposed assignee.

Neither the Lease nor the term thereby demised shall be mortgaged by Tenant nor shall Tenant mortgage or pledge the interest of Tenant in and to any sublease of the demised premises or the rentals payable thereunder.

(b) If the interest of Tenant in the Lease be assigned the Landlord may collect rent from the assignee, but notwithstanding such assignment the Tenant herein shall remain liable for the payment of rent payable thereunder and the collection by the Landlord of rent from the assignee shall not be deemed a waiver of this covenant, or release the Tenant from the obligation to pay the rent therein specified.

Nothing herein contained shall prevent Tenant from subletting the demised premises or any part thereof, provided that such sublease shall be expressly subject and subordinate to this Lease and to the rights of the Landlord hereunder and shall be expressly terminable at the sole election of Landlord upon the termination of this Lease.

5. Addresses of Landlord and Tenant. The addresses of Landlord and Tenant are as follows:

Landlord: Hertz Realty Corporation
660 Madison Street
New York, New York 10021

Attention: Properties and
Concessions Department

Tenant: The Hertz Corporation
660 Madison Street
New York, New York 10021

Attention: Properties and
Concessions Department

6. Other Terms, Conditions, Agreements and Covenants.

The Lease contains additional terms, conditions, agreements and covenants, all of which are hereby incorporated by reference as if fully set forth herein. The Lease covers not only the parcel or parcels of land described in Schedule A hereto, but also the additional parcels of land described in Schedule A to the Lease which additional parcels are also described in Schedule A to that certain Indenture of Mortgage and Deed of Trust dated as of December 10, 1970 between Hertz Realty Corporation and The First National Bank of Chicago and John J. Howley, as Trustees, a copy of which is being filed for record concurrently with this Memorandum of Lease and to which reference is hereby made for a description of such additional parcels of land.