

ARTICLE XXVI

26. Subletting and Assignment. Lessee shall have the right to sublet all or any of the Leased Properties or any part thereof or assign or transfer this Lease or any of Lessees' rights or obligations hereunder, provided that (a) in the case of a subletting, the sublease shall be made expressly subject to this Lease, (b) in the case of an assignment (i) the assignee shall assume in writing and agree to keep and perform all of the terms of this Lease on the part of Lessee to be kept and performed and shall be, and become, jointly and severally liable with Lessee for the performance thereof and (ii) an original counterpart of such assignment and assumption, duly executed by Lessee and such assignee, in substance and form satisfactory to Lessor, shall be delivered promptly to Lessor and (c) in case of either an assignment or subletting, Lessee shall remain primarily liable for the prompt payment of the Basic Rent, Additional Rent and all other sums payable under this Lease and for the performance and observance of all of the covenants and conditions to be performed by Lessee hereunder. Neither this Lease nor the Term hereby demised shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge the interest of Lessee in and to any sublease or any of the Leased Properties or the rentals payable thereunder. Any such mortgage, pledge, sublease or assignment made in violation of this Section XXVI shall be void.

ARTICLE XXVII

27. First Extended Term Prepayment. Unless Lessee has exercised its right not to extend the Term for the first extended term with respect to all of the Leased Properties, Lessor shall have the right, exercisable by notice given

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