

instalments of Basic Rent, Additional Rent and all other sums then due, accrued or payable under this Lease to and including such actual date of purchase.

(c) In the case of any termination of this Lease pursuant to paragraphs 15(b), 16(b) or 17 and if Lessee shall be required to certify the uneconomic use of the Leased Premises, from and after the date Lessor conveys the Leased Premises to Lessee, neither Lessee nor any subsidiary or affiliate or parent of Lessee shall have the right thereafter to use the Leased Premises, directly or indirectly, in its business operations for a period of five years; provided, however, that the Lessee shall have the right to lease the Leased Premises to an independent, unaffiliated third party. The deed from Lessor to Lessee shall contain a provision embodying such restriction on the use of the Leased Premises.

20. Assignment and Subletting. Lessee may sublet all or any part of the Leased Premises and may assign all its rights and interests under this Lease; provided, however, that each such sublease shall be subject and subordinate to the provisions of this Lease. If Lessee assigns all its rights and interests under this Lease, the assignee under such assignment shall expressly assume all the obligations of Lessee hereunder in a written instrument delivered to Lessor and the Trustee (if the Trust Indenture is still in effect) at the time of such assignment. No assignment or sublease made as permitted by this paragraph 20 shall affect or reduce any of the obligations of Lessee hereunder, and all such obligations shall continue in full effect as obligations of a principal and not as obligations of a guarantor or surety, to the same extent as though no assignment or subletting had been made. No sublease or assignment made as permitted by this paragraph 20 shall impose any obligations on Lessor or otherwise affect any of the rights of Lessor under this Lease. 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 of the Leased Premises or the rentals payable thereunder. Any such mortgage, pledge, sublease or assignment made in violation of this paragraph 20 shall be void.

21. Permitted Contests. Lessee shall not be required to (i) pay any tax, assessment, levy, fee, rent or charge, (ii) comply with any statute, law, rule, order, regulation or ordinance, (iii) discharge or remove any lien encumbrance or charge or (iv) obtain any waivers or