

non-disturbance agreement providing in effect that Tenant's right to use and occupy the Premises will not be deprived as a result of such termination or foreclosure so long as Tenant shall not be in default under the Lease.

Section 14.02 Attornment.

Subject to the provisions of Section 14.01 above, if any Person succeeds to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise (such Person herein referred to as, "Successor Landlord"), Tenant shall, without charge, attorn to such Successor Landlord and this Lease shall continue in accordance with its terms as a lease between Successor Landlord and Tenant.

Section 14.03 Estoppel Certificate.

Each of Landlord and Tenant, within twenty (20) days after receiving notice from, and without charge or cost to, the other, shall certify by written instrument to the other or any other Person designated by Landlord or Tenant: (i) that this Lease is in full force and effect and unmodified (or if modified, stating the modification); (ii) the dates, if any, to which each component of the Rent due under this Lease has been paid; (iii) whether Landlord or Tenant has failed to perform any covenant, term or condition under this Lease, and the nature of Landlord's or Tenant's failure, if any; and (iv) such other relevant information as Landlord or Tenant may request.

Section 14.04 Quiet Enjoyment.

Landlord covenants that it has full right, power and authority to enter into this Lease and that Tenant, upon performing all of Tenant's obligations under this Lease and timely paying all Rent, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term without hindrance, ejection or molestation by any Person lawfully claiming by, through or under Landlord, subject, however, to all encumbrances, easements, and matters of record to which this Lease is or may become subject.

ARTICLE XV.

ASSIGNMENT AND SUBLETTING

Section 15.01 Landlord's Consent Required.

A. Except as otherwise provided herein and in Addendum II of this Lease, Tenant and any permitted Transferee shall not voluntarily or involuntarily, by operation of law or otherwise: (i) transfer, assign, mortgage, encumber, pledge, hypothecate, or assign all or any of its interest in this Lease, or (ii) sublet or permit the Leased Premises, or any part thereof, to be used by others including licensees, or (iii) issue new stock (or partnership shares or membership interests), create additional classes of stock (or partnership shares or membership interests), or sell, assign, hypothecate or otherwise transfer the outstanding voting stock (or partnership shares or membership interests) so as to result in a change in the present control of Tenant or any permitted Transferee, provided, however, that this subparagraph (iii) shall not be applicable to Tenant if it is a publicly owned corporation whose outstanding voting stock is listed on a national securities exchange (as defined in the Securities Exchange Act of 1934, as amended) or is traded actively in the over-the-counter market, or (iv) sell, assign or otherwise transfer all or substantially all of Tenant's or any permitted Transferee's assets; without the prior consent of Landlord, in each instance, which consent Landlord may not unreasonably withhold, delay or condition. All of the foregoing transactions shall be referred to collectively or singularly as a "Transfer", and the Person to whom Tenant's interest is transferred shall be referred to as a "Transferee."

B. Any Transfer without Landlord's consent shall not be binding upon Landlord, and shall confer no rights upon any third Person. Each such unpermitted Transfer shall constitute a Default by Tenant under this Lease, subject to the provisions of Article XVI. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article XV shall not be deemed to be a consent by Landlord to any such Transfer, an acceptance of the Transferee as a tenant, a release of Tenant from the performance of any covenants herein

contained, or a waiver by Landlord of any remedy of Landlord under this Lease, although amounts actually received shall be credited by Landlord against Tenant's Rent obligations. Consent by Landlord to any one Transfer shall not constitute a waiver of the requirement for consent to any other Transfer. No reference in this Lease to assignees, subtenants or licensees shall be deemed to be consent by Landlord to the occupancy of the Leased Premises by any such assignee, subtenant or licensee.

C. Landlord's consent to any Transfer shall not operate as a waiver of, or release of Tenant from, Tenant's covenants and obligations hereunder, nor shall the collection or acceptance of Rent or other performance from any Transferee have such effect, except to the extent specifically agreed to in writing by the parties. Rather, Tenant shall remain fully and primarily liable and obligated under this Lease for the entire Term in the event of any Transfer, and in the event of a Default by the Transferee, Landlord shall be free to pursue Tenant, the Transferee, or both, without prior notice or demand to either, except to the extent otherwise specifically agreed to in writing by the parties.

D. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under Law for Landlord to deny consent to any proposed Transfer if any of the following conditions are applicable:

(i) Tenant is in monetary Default or material non-monetary under any terms or provisions of this Lease;

(ii) The inability of Transferee to continue to operate the Leased Premises for the Permitted Use;

(iii) Except as permitted hereunder, the Transfer is for less than the entire Leased Premises; and/or

(iv) Except as permitted hereunder, the Transfer mortgages, encumbers, pledges, or hypothecates all or any of Tenant's interest in this Lease.

E. Notwithstanding the foregoing, the following conditions shall apply to any proposed Transfer:

(i) Each and every covenant, condition, or obligation imposed upon Tenant by this Lease and each and every right, remedy, or benefit afforded Landlord by this Lease shall not be impaired or diminished as a result of such Transfer;

(ii) Tenant shall assign and pay to Landlord fifty percent (50%) of any subrent payable by subtenants which are in excess of the monthly Annual Base Rent provided herein (computed on a square footage basis);

(iii) Tenant to which the Leased Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including, but not limited to, payment of Rent due under this Lease, except to the extent otherwise agreed to in writing by the parties;

(iv) Transferee with respect to as assignment of the Lease must expressly assume in a written instrument delivered and reasonably acceptable to Landlord all the obligations of Tenant under the Lease and with respect to any sublease, the terms of the such sublease shall be subordinate to the terms and provisions of this Lease;

(v) Landlord shall furnish the appropriate documentation in connection with any such Transfer; and

(vi) At least thirty (30) days prior to the effective date of such proposed Transfer, or such shorter period of time as reasonably agreed upon by the parties, Landlord shall receive the following information in connection with such Transfer: the name of the proposed Transferee, a copy of the financial statement of the proposed Transferee and any guarantor, a copy of the proposed Transfer document or agreement and information regarding the proposed Transferee's business history and experience.