

-11-

or occupant as tenant, or a release of the performance of the covenants on Lessee's part herein contained. Any consent by Lessor to an assignment or underletting shall not in any manner be construed to relieve the Lessee or any assignee or under-tenant from obtaining the consent in writing of Lessor to any further assignment or underletting.

Section 2. Anything herein to the contrary notwithstanding, Lessee shall have the right to assign this agreement to a corporation to be formed for the purpose of operating Lessee's business in the demised premises; provided, however, that upon such assignment, the proposed assignee will assume all the terms, conditions, covenants of this agreement, together with the obligation to pay the rental reserved hereunder and further that simultaneously with such assignment, the proposed assignee will execute such assumption agreement and the assignment and assumption agreement will be delivered to the Lessor herein. It is further expressly understood and agreed that the consent herein given to an assignment on the terms herein recited does not discharge the Lessee herein of any liability under this lease, but that the Lessee expressly remains and continues responsible and liable for the full performance of every term, condition and covenant of this lease together with the payment of rent herein reserved.

ARTICLE XII - UTILITIES

Section 1. Lessee shall pay for all water used in the demised premises and all rents or charges imposed for water used,

(CONTINUED ON NEXT PAGE)