

same terms as were applicable under the Lease to the building or buildings with respect to which the Lease is to be terminated and the Lessee agrees to take and hire such substituted buildings on such terms, (iii) an assignment of such supplement to the Lease, and (iv) a certificate of an independent appraiser certifying that the fair value of the substituted buildings is not less than the fair value of the building or buildings to be conveyed to the Lessee, the Lessor shall convey such building or buildings to the Lessee by a deed of the nature described in § 6.2.

ARTICLE VII

QUIET ENJOYMENT

§ 7.1. *Quiet Enjoyment.* The Lessor covenants and agrees that the Lessee, on paying the rents and observing and keeping the covenants, agreements, and stipulations of this Lease on its part to be kept, shall lawfully, peaceably, and quietly hold, occupy, and enjoy the demised premises during the term of this Lease, without hindrance, ejection, or molestation by the Lessor or any person or persons claiming under the Lessor. The covenants and agreements in this Lease are separate and independent covenants, and any failure by the Lessor to comply with the covenants in this § 7.1 shall not give the Lessee any right to cancel or terminate this Lease or to abate, reduce, or make deduction from or offset against, the rents payable hereunder, but nothing herein shall prevent the Lessee from obtaining injunctive relief or damages against the Lessor.

§ 7.2. *Assignment and Subletting.* The Lessee may sublet the demised premises or any part thereof and, with the consent of Lessor, may assign all of its rights and interests under this Lease, provided (i) that each such sublease shall expressly be made subject to the provisions of this Lease, (ii) that no assignment shall be made by way of mortgage or pledge of the rights of the Lessee hereunder, and (iii) that if the Lessee sublets the demised premises as an entirety or assigns all its rights under this Lease, the sublessee or assignee under such sublease or assignment shall expressly assume in writing all of the obligations of the Lessee hereunder. No assignment or sublease shall affect or reduce any of the rights of the Lessor or obligations of the Lessee hereunder, and such obligations shall continue to be the obligations of a principal and not the obligations of a guarantor or surety. No sub-

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