

Exhibit A

No Right to Transfer

(a) Tenant shall not, in whole or in part, "Transfer" (as defined below) this Lease, any interest in this Lease, or any interest in the leasehold estate granted by this Lease.

(b) For purposes of this Lease, "Transfer" shall mean: (i) an assignment of this Lease, including, without limitation, an assignment by operation of law; (ii) a sublease; (iii) a pledge of this Lease; (iv) a mortgage of the leasehold estate; (v) an imposition of a lien or other encumbrance on Tenant's interest in this Lease (regardless of whether voluntary or not); (vi) an arrangement (including, without limitation, a management agreement, a license agreement, a franchise agreement or a concession agreement) that provides for use or occupancy of any part or all of the Demised Premises by anyone other than Tenant; (vii) a transfer of voting control of Tenant, creation of a voting trust for any of the shares of Tenant, recapitalization of Tenant or sale or other transfer of any interest in Tenant (including, without limitation, by merger, consolidation or, if Tenant is a corporation, by stock redemption); (viii) a conversion of Tenant from its present form of entity to any other form of entity; and (ix) allowing any one other than Tenant to use or occupy the Demised Premises. In the event of a Transfer in violation of this clause, Tenant shall be deemed in Default under this Lease, without the need for any further notice or opportunity to cure, and such Transfer shall be deemed void *ab initio*.