

or shall make any general assignment for the benefit of creditors, or shall admit in writing his inability to pay his debts generally as they become due; or

(e) if a petition shall be filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of 60 days (whether or not consecutive), or if any trustee, receiver or liquidator of Lessee or of all or any substantial part of his properties or of the Leased Property shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain unvacated or unstayed for an aggregate of 60 days (whether or not consecutive);

then and in any such event Lessor at any time thereafter may give written notice to Lessee specifying the occurrence giving rise to such Event of Default or Events of Default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least 10 days after the giving of such notice, and upon the date specified in such notice, subject to the provisions of section 41 relating to the survival of Lessee's obligations, the term of this Lease and the estate and interest hereby demised shall expire and terminate by limitation and all rights of the Lessee under this Lease shall cease unless before such date (i) all arrears of Basic Rent, Percentage Rent and additional rent and all other amounts payable by Lessee under this Lease, together in each case with interest thereon at the rate of 7% per annum from the time when the same became due and payable, and all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of Lessor in the premises, shall have been fully paid by Lessee, and (ii) all other defaults at the time existing under this Lease shall have been fully cured and made good or secured to the satisfaction of Lessor. Lessee will pay, as additional rent hereunder, all costs and expenses incurred by or on behalf of Lessor, including, without limitation, attorneys' fees and expenses, occasioned by any default by Lessee under this Lease.

39. Repossession, Reletting, etc., by Lessor. At any time after any such expiration of the term of this Lease, Lessor, without further notice and with no liability to Lessee, may repossess the Leased Property, by force, summary proceedings, ejectment or otherwise, and may remove Lessee and all other persons and any and all property from the Leased Property. At any time or from time to time after any such expiration, Lessor may (but shall be under no obligation to) relet the Leased

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