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holders thereof all, but not less than all, of the Notes. The Lessee shall make such election by sending notice thereof to the Trustee not more than 90 days nor less than 30 days prior to the date fixed for purchase of the Notes. The purchase price for each Note shall be equal to 100% of the principal amount thereof so to be purchased. Such purchase shall be made on the date fixed for purchase, and shall be made in accordance with the provisions of Section 4.09 of the Indenture.

8. FINANCIAL STATEMENTS AND REPORTS; RIGHT OF INSPECTION:

(a) The Lessee will, during the term of the Lease, deliver to the Company duplicate copies of the financial statements, certificates and reports required to be delivered pursuant to section 17(a) of the Lease, in such quantities as the Company may reasonably request upon at least 30 days' prior notice to the Lessee or, until such notice is given, in quantities of at least 2 copies.

(b) So long as the Lessor's Note is outstanding, the Lessee will permit the Company and, so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, the Trustees or any person designated in writing by the Company or the Trustees to visit and inspect the Property, to examine the records and books of account of the Lessee wherever located, and to discuss the affairs, finances and accounts of the Lessee with its officers and its independent public accountants, all at such reasonable times during regular business hours and as often as the Company or the Trustees may reasonably request, *provided* that such inspection shall not interfere with the conduct or operation of the Lessee's or any Sublessee's (as defined in the Lease) business.

9. PURCHASE OF THE PROPERTY:

(a) The lessor under the Lease may reject any offer by the Lessee to purchase the interest of the lessor under the Lease in the Property or any portion thereof or other property, as permitted by the Lease, only if the Lessee shall have received notice from, so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, the Trustees, and thereafter from the Company, stating that the lessor under the Lease may effectively reject such offer.

(b) If the interest of the lessor under the Lease in the Property or any portion thereof or other property is to be purchased by the Lessee pursuant to the Lease, any instrument or instrument of transfer executed and delivered by, so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, the Trustees, and thereafter by the Company, as permitted by the Mortgage, will be accepted by the Lessee to the same extent and with the same effect as if executed and delivered by the lessor under the Lease in accordance with the provisions of the Lease.

(c) The Lessee agrees that, if it should become necessary for the Trustees or either of them or any other party to institute any foreclosure or other judicial proceeding in order that title to the Property or any part thereof or other property may be conveyed or assigned pursuant to section 16 of the Lease, (i) the time within which delivery of an instrument of transfer or other instruments relating to the Property or such part thereof or other property may be made shall be extended to the extent necessary to permit the Trustees or either of them or such other party to institute and conclude such foreclosure or other judicial proceeding, and the Lessee and the Lessor agree that the Lease shall not terminate, but shall continue in full effect until the expiration of such period of extension and (ii) the Trustees or either of them or such other party need deliver no better title to the Property than they or it, as the case may be, acquired pursuant to such foreclosure or other judicial proceeding.

(d) In the event the Lessee shall purchase the entire interest of the lessor under the Lease in the Property in accordance with the provisions of the Lease, this Lease Assignment shall terminate; *provided, however*, that any actual or contingent obligations and liabilities of the Lessee to or for the benefit of the Company and its assigns which arose prior to such termination shall survive.

10. CHARACTER OF THE LESSEE'S OBLIGATIONS:

(a) The liabilities, obligations and undertakings of the Lessee under this Lease Assignment shall not be diminished, deferred, affected or impaired for any reason whatsoever, although without notice to or the

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