

this Lease shall prove to have contained an untrue statement of a material fact or to have failed to state a material fact necessary to make the statements herein or therein not misleading as of the time when the same shall have been made or delivered; or (viii) if the holder or holders (or the trustee or agent on their behalf) of any evidence of indebtedness upon which the Lessee is or may become liable causes such evidence of indebtedness to become due prior to its stated maturity; or (ix) if the Leased Premises shall be abandoned by Lessee for a period of 30 consecutive days; or (x) if an "Event of Default" (as defined in the Trust Indenture) shall have occurred and be continuing.

(b) If an Event of Default shall have happened and be continuing, Lessor shall have the right at its election, then, or at any time thereafter while such Event of Default shall continue, to give Lessee written notice of Lessor's intention to terminate the term of this Lease on a date specified in such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an Event of Default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to paragraph 22(b), to re-enter and repossess the Leased Premises or any part thereof by force, summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom. Lessor shall be under no liability for or by reason of any such entry, repossession or removal. No such re-entry or taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate the term of this Lease unless a written notice of such intention be given to Lessee pursuant to paragraph 22(b), or unless the termination of this Lease be decreed by a court of competent jurisdiction. Lessee expressly covenants and agrees that in the event of any Event of Default it will make available to Lessor or its assignee all books, records and contracts, wherever located, relating to its operation of the Leased Premises.

(d) At any time or from time to time during the Interim Term or the Primary Term of this Lease, after the

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