

(6) The Trustee shall have received an appraisal of the Replaced Property and an appraisal of the Substitute Property which appraisals shall contain the fair market value of such Properties and their estimated remaining useful lives. The appraisals shall be made at the expense of Lessee and by appraisers selected by Lessee and approved by the Trustee.

(7) All of the terms and conditions set forth in the Indenture shall have been complied with, to the satisfaction of the Trustee and its counsel.

Upon compliance by Lessee with the provisions of this Section 18.2 and payment by Lessee of all instalments of Basic Rent and all other sums due under this Lease with respect to the Replaced Property, Lessor shall transfer and convey the Replaced Property to Lessee or its designee upon the terms and provisions of Article XXI.

18.3. Restriction on Subsequent Use. If Lessee terminates this Lease with respect to a Leased Property pursuant to this Article XVIII, neither Lessee, nor any affiliate of Lessee shall have the right thereafter to use such Leased Property, directly or indirectly, in its business operations.

ARTICLE XIX

19. Events of Default.

19.1. If any one or more of the following events (individually, an Event of Default) shall occur:

(a) if Lessee shall fail to make payment of any Basic Rent, Additional Rent or other sum payable by Lessee hereunder when the same becomes due and payable and such failure shall

(CONTINUED ON NEXT PAGE)