Condemnation. If the Lessee under the Lease of a Property shall make an offer to purchase such Property (including, for the purposes of this Section, any Net Award or Net Proceeds as defined in the Lease of such Property, or the right to receive the same, if payment thereof has not yet been made) pursuant to paragraph 13(b) or 15(b) of such Lease, then:

(a) The Company will, within 5 days after the receipt thereof, furnish or cause to be furnished to the Trustee a copy of such offer (hereinafter, in this Section 5.2, called the Lessee's Offer) and the notice of the Lessee to terminate such Lease.

(b) The Company will, within 30 days after receipt of the Lessee's Offer, notify the Trustee, in writing, of its intention either:

(i) to reject the Lessee's Offer (herein, in this Section 5.2, called the Rejection Notice) or (ii) to accept the Lessee's Offer (herein, in this Section 5.2, called the Acceptance Notice).

(c) If the Company gives the Rejection Notice pursuant to Section 5.2(b)(i), then:

(i) The Company shall deliver to the Trustee, together with the Rejection Notice, moneys in an amount sufficient to prepay the Allocable Portion of the Notes with respect to such Property, together with accrued and unpaid interest thereon to the date for the termination of such Lease pursuant to the Lessee's Offer;

(ii) The Company shall deliver to the Lessee written notice of its rejection of the Lessee's Offer promptly after delivery to the Trustee of the Rejection Notice; and

(iii) The Company shall deliver to the Trustee a deed in form and substance suitable for complying with paragraph 1(b) of the Option Agreement.

(d) If the Company gives the Acceptance Notice pursuant to Section 5.2(b) (ii), then:

(i) The Company shall deliver to the Trustee, together with the Acceptance Notice, its irrevocable undertaking that if the Trustee rejects the Acceptance Notice pursuant to clause (ii) of this Section 5.2(d) the Company will either (A) prepay the Allocable Portion of the Notes with respect to

such Property, together with accrued and unpaid interest thereon to the date for the termination of such Lease pursuant to the Lessee's Offer and will, thereafter, comply with paragraph 3(a)(i) of the Option Agreement covering such Property or (B) will comply with paragraph 3(a)(ii) of such Option Agreement.

(ii) The Trustee shall deliver to the Company its acceptance or rejection of the Acceptance Notice within 50 days after the receipt thereof from the Company.

(iii) If the Trustee accepts the Acceptance Notice or fails to accept or reject the Acceptance Notice within 50 days after the receipt thereof from the Company, then the Company will, not later than the tenth day prior to the expiration date of the period within which the Lessee's Offer may be rejected, notify the Lessee of the acceptance thereof and thereafter comply with all applicable provisions of the Lease, or cause the same to be complied with, so that the purchase by the Lessee of such Property shall be duly consummated within the time prescribed by such Lease.