(iv) If the Trustee rejects the Acceptance Notice within 50 days after the receipt thereof from the Company, then the Company shall, promptly thereafter, deliver to the Lessee written notice of its rejection of the Lessee's Offer and shall comply with (A) its undertaking given pursuant to clause (A) of Section 5.2(d)(i) or (B) its undertaking given pursuant to clause (B) of Section 5.2(d)(i), as the case may be.

(e) In the event that the Company defaults in delivering either a Rejection Notice or an Acceptance Notice pursuant to Section 5.2(b), then the Company shall be deemed to have delivered to the Trustee an Acceptance Notice, together with its irrevocable undertaking pursuant to clause (B) of Section 5.2 (d)(i), and, thereafter the provisions of Section 5.2(d) shall be applicable.

(f) If the Company shall not accept or reject the Lessee's Offer, as required by Section 5.2, or if after notifying the Lessee of such acceptance or rejection, the Company shall fail to comply with the applicable provisions of such Lease, this Indenture or such Option Agreement, or cause the same to be complied with, the Trustee shall, and shall have the right and power (which right and power are coupled with an interest) to, and is hereby irrevocably appointed the agent and attorney-in-fact of the Company and of any and every future assignee or owner of such Property to, notify the Lessee of such acceptance or rejection and take all actions necessary to comply with such provisions, including without limitation, the execution and delivery, in the name and on behalf of the Company or other assignee or owner of such Property, of a deed or other instrument of conveyance or assignment conveying and assigning such Property to the Lessee; but the provisions of this sentence shall not prevent any de-

fault in the observance or performance of any covenant, condition or agreement contained in Section 5.2 from constituting an Event of Default. If the Lessee shall purchase such Property pursuant to paragraph 13(b) or 15(b) of such Lease, and shall make payment of the purchase price thereof to the Trustee, or if the Company shall comply with Section 5.2(c) or (d) as applicable, the Trustees shall execute and deliver to the Company a release of such property and Lease from the lien of this Indenture. If the Company rejects the Lessee's Offer in compliance with the provisions of Section 5.2(c) or 5.2(d)(iv), then the Trustees shall promptly execute and deliver to the Lessee their written consent to the rejection made by the Company of the Lessee's Offer.

(g) Payments received by the Trustee pursuant to this Section shall become part of the Trust Estate and shall be disposed of pursuant to Article VI.

(h) If the Lessee's Offer shall be received by the Trustee from the Lessee, the Trustee shall furnish a copy thereof to the Company, and the provisions of this Section shall be applicable to the same extend as if such Offer has been received by the Company from the Lessee.