

- (i) If the Company shall have delivered to, or be deemed to have delivered to the Trustee an Acceptance Notice pursuant to (and as defined in) Section 5.2(a) with respect to a Lessee's Offer (as defined in Section 5.2(a)) then the Trustee shall, within 10 business days after the date on which the Trustee shall have received such Acceptance Notice of the Company, notify, in writing, the holders of all the Notes then outstanding of such Notice of the Company. If, on or before the thirtieth day after such notice of the Trustee to such holders, holders of 100% in aggregate principal amount of the Notes then outstanding shall instruct the Trustee, in writing, so to do, the Trustee shall notify the Company of the rejection of such Acceptance Notice; and, thereafter, the provisions of Section 5.2(d)(iv) shall be applicable. If such holders do not so instruct the Trustee to so notify the Company of the rejection of such Acceptance Notice, then neither the Trustees nor any other person shall give such notice to the Company; and, thereafter, the provisions of Section 5.2(d)(iii) shall be applicable.

Section 5.3. Lessee's Purchase Option. If the Lessee shall undertake to purchase any Property, pursuant to the provisions of paragraph 16 of the Lease of such Property, the Company will comply with all applicable provisions of the Lease, or cause the same to be complied with, so that the purchase by the Lessee of the Property shall be duly made in accordance with such provisions. If the Company shall fail to comply promptly with such

provisions, or to 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, comply with such provisions, including, without limitation, the execution and delivery, in the name of and in behalf of the Company or other assignee or owner of such Property, of a deed or other instrument of conveyance of such Property to the Lessee or its designee; but the provisions of this sentence shall not prevent any default in the observance or performance of any covenant, condition or agreement contained in this Section 5.3 from constituting an Event of Default. If the Lessee shall purchase such Property pursuant to paragraph 16 of the Lease of such Property, and shall make payment of the purchase price therefor to the Trustee, the Trustees shall execute and deliver to the Company a release of such Property and Lease from the lien of this Indenture promptly after the receipt of such payment. In the event