

Lease(s) at a purchase price equal to the aggregate purchase price of all of the demised premises under all such Leases set forth in Schedules B and C to said Leases applicable at the time of closing of such purchase; or

(2) Give notice of its intention to purchase all but not part of the Notes from the owners thereof on the first or second rent payment date occurring after the date of such notice at a price equal to the unpaid principal amount of such Notes and interest accrued and unpaid thereon to the date fixed for purchase, in the manner provided in § 5.05 of the Indenture.

The Lessee covenants that it will not, in the event of any purchase of the Premises or Notes pursuant to this § 9, directly or indirectly, issue or incur indebtedness for borrowed money or issue preferred stock for the purpose of financing the acquisition or carrying of the Premises or the Notes at an interest or dividend cost (computed in accordance with accepted financial practice) to the Lessee or any affiliate of less than  $5\frac{1}{2}\%$  per annum during the period of five years after the date of such purchase. If the Lessee or any affiliate determines to issue any such indebtedness or stock having an interest or dividend cost in excess of  $5\frac{1}{2}\%$  per annum during such five year period, the Lessee or such affiliate will offer the same for sale to each person holding Notes at the date of the purchase of Notes or the date of redemption of Notes following the purchase of the Premises, as the case may be, pro rata on the basis of the respective principal amounts then held (with the right of over-subscription in respect of unsubscribed securities offered to others), such offer to be subject to acceptance within thirty days after receipt thereof.

Lessee covenants and agrees that its obligations under this § 9 shall remain in full force and effect notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment or other proceeding affecting the Assignor, and shall terminate only upon the payment in full of the principal of (and premium, if any) and interest on the Notes and the termination of this Agreement.

§ 10. The Trustee agrees to give the Lessee prompt notice of the termination of this Agreement, but failure to give such notice shall not impose any liability upon the Trustee.

(CONTINUED ON NEXT PAGE)