

if such date shall be an Instalment Date, or if such date shall not be an Instalment Date, as of the next preceding Instalment Date, in accordance with Section 6.4) and concurrently leasing such substitute Property from Lessor upon the same terms and conditions, and for the same rental, as in effect under this Lease at the date of such conveyance. Lessee's right to terminate this Lease with respect to, and to purchase, said Leasehold Property as hereinabove provided shall be subject to the satisfaction at or prior to the date of conveyance (which date of conveyance shall be the date specified in the aforesaid notice) of the conditions specified in Section 17.1 (except clause (13) thereof and except that the appraisal specified in clause (1) of said Section 17.1 shall show that the fair market value of the substitute Property complies with the conditions of this Section 17.3 and except that the references to "abandoned Property" in clauses (3), (5), (6) and (17) of said Section 17.1 shall be deemed to refer to the Property being purchased under this Section 17.3 and except that in lieu of delivery of a deed pursuant to clause (10) of Section 17.1 there shall be delivered a deed and an assignment of Lessor's interest in the Ground Lease in the case of a Combination Property and an assignment of Lessor's interest in the Ground Lease with respect to a Property all of which is subject to a Ground Lease, all on the same terms and conditions as specified in said clause (10) and except that for the purposes of this Section 17.3 the words "abandonment and" shall be deemed deleted from clause (12) of said Section 17.1).

17.4. *Lessee's Right to Purchase Leasehold Property in Certain Events.* Without limiting the obligations of Lessee under Sections 14.1 or 14.2, if during the term of this Lease, the termination of any Ground Lease shall in the good faith judgment of Lessee's Executive Committee become imminent, Lessee may terminate this Lease with respect to the entire Leasehold Property as to any part of which such Ground Lease is applicable, by giving notice to the Lessor and to Mortgagee. Subject to fulfillment of the conditions hereinafter specified, such termination of this Lease shall be effective on the date specified in any such notice given as aforesaid. On the date of such

termination, Lessee shall pay to Lessor the Purchase Price of such Property determined in accordance with Section 6.4 as at the date of such termination if that date be an Instalment Date or, if not an Instalment Date, then determined as of the Instalment Date next occurring after said date of termination. Such termination shall be subject to the further condition that at or prior to the said date of termination, Lessee shall have taken all action and delivered all documents required pursuant to Section 4.03 of the Mortgage for release of said Property from the Mortgage and the Assignment, and shall have complied with the conditions specified in clauses (i), (iii), (iv), (v), (viii), (ix) and (x) of Section 6.3 and Lessee shall have delivered to Lessor a certified copy of a resolution of Lessee's Executive Committee making the determination specified above in this Section 17.4 and containing an undertaking that for a period of ten years after the date of such termination Lessee will not cause or permit any financing in respect of such Property on any terms more favorable to the participants in such financing than contained in the Series A Notes outstanding under the Mortgage. If the date of termination pursuant to this Section 17.4 is an Instalment Date, the fixed rent hereunder shall be reduced as provided in Section 3.2 from and after such date, and, if not an Instalment Date shall be so reduced from and after the Instalment Date next occurring after said date of termination.

17.5. *Lessee's Purchase Upon Termination of Lease.* Provided all Notes have been paid and the Mortgage has been discharged of record, Lessee shall have, and is hereby given, upon not less than 90 nor more than 180 days prior written notice by Lessee to Lessor, specifying the time and place of purchase, the optional right to purchase the premises, or any part thereof, upon the expiration date of the initial term or any renewal term of this Lease for a price in cash equal to the then fair market value of the premises as determined by a qualified appraiser selected by Lessee and acceptable to Lessor. This option to purchase may be exercised only if Lessee is not in default hereunder at the time Lessee shall elect to exercise said option and at the time of the consummation of the sale.