

Lease, actual or contingent, which have arisen on or prior to such date.

19. Procedure Upon Purchase or Termination. (a) In the event of the purchase of the Leased Premises or any part thereof (and/or the Net Award or Net Insurance Proceeds) by Lessee pursuant to any provision of this Lease or the termination of the Lease pursuant to paragraph 17, Lessor need not cause to be transferred and conveyed to Lessee or its designee any better title thereto than existed on the date of the commencement of this Lease, and Lessee shall accept such title, subject, however, to all liens, encumbrances, charges, exceptions and restrictions on, against or relating to the Leased Premises and to all applicable laws, regulations and ordinances, but free of the lien of the Trust Indenture and liens, encumbrances, charges, exceptions and restrictions which have been created by or resulted from acts of, or failure to act by, Lessor, other than acts of Lessor to which Lessee shall have consented.

(b) Upon the date fixed for any such purchase of the Leased Premises or any part thereof (and/or the Net Award or Net Insurance Proceeds) pursuant to any provision of this Lease, Lessee shall pay to Lessor at its address set forth above, or at any other place designated by Lessor, the purchase price therefor specified herein, and Lessor shall there deliver, or cause to be delivered, to Lessee an appropriate deed and/or other instrument or instruments of transfer, which transfer is described in paragraph 19(a). In the event of any such purchase or in the event of a termination of this Lease pursuant to paragraph 17 Lessee shall pay all charges incident to such transfer, including counsel fees, escrow fees, recording fees, title insurance premiums and all applicable federal, state and local taxes (other than any income or franchise taxes levied upon or assessed against Lessor) which may be incurred or imposed by reason of such transfer and by reason of the delivery of any instruments delivered pursuant to the foregoing provisions of this paragraph 19(b). In the event that the completion of any such purchase shall be delayed, and such delay shall not be the fault of Lessee, then (notwithstanding any other provisions of this Lease) this Lease shall not terminate until the actual date of such purchase and the purchase price payable by Lessee pursuant to paragraph 15(b), 16(b), or 18, as applicable, shall be determined in accordance with Schedule 3 hereto on the actual date of such purchase by Lessee; provided, however, that Lessee shall have paid to Lessor all

0541

4328 RV-21