

or under the PMA in respect of such purchase and sale, provided that the Property shall otherwise remain subject to the terms and conditions of the PMA (including BKC's rights to exercise any further options to purchase the Property under the PMA for any subsequent event) with the same force and effect as if BKC had elected not to exercise its rights with respect to the Property hereunder.

(i) Specific Performance Sole Remedy. Except as provided in Section 2(h), if the Optionor fails or is unable to convey and transfer the Property to BKC at the time and in accordance with the terms and conditions provided herein, BKC's sole remedy shall be for specific performance of the Optionor's duty to convey and transfer the Property upon the terms set forth herein and to terminate the PMA, provided that if a court of competent jurisdiction refuses to grant BKC specific performance, all other remedies of BKC at law or in equity shall be available to BKC.

Section 3. Definitions. In addition to the terms defined elsewhere herein, the following terms when used in this Agreement shall have the following respective meanings:

(a) First Option Price. "First Option Price" means the greater of (i) the BKX Capitalized Cost of the Property set forth in the PMA (plus, if the Property is a Ground Leased Property and the Optionor has as of the date of sale hereunder acquired the fee title to the land and the

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