

acceptance of such offer, will either (1) accept such offer or cause it to be accepted and thereafter comply with all applicable provisions of such Assigned Lease or cause the same to be complied with, so that the purchase by such Lessee of such property shall be duly consummated in accordance with said provisions, or (2) pay to the Trustee in cash an amount equal to the purchase price which would have been payable by such Lessee if such offer were accepted. If within the time permitted by such Assigned Lease for the acceptance of such offer, the Company shall not so make said payment and shall fail to accept such offer, or if at any time thereafter the Company, having accepted such offer, shall fail to comply with said provisions or cause the same to be complied with, then, in either such event, the Trustee shall, and is hereby irrevocably appointed the agent and attorney in fact of the Company and of any and every future owner of said property to, accept such offer and/or comply with said provisions, including, without limitation, the execution and delivery, in the name of and in behalf of the Company or other owner of said property, of a deed, or other instrument of conveyance which conveys said property to such Lessee; 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 3.12(a) from constituting an event of default pursuant to any provision of Section 7.01. If the Company shall make said payment, and if no default under this Indenture shall have happened and be continuing, the Trustee and the Individual Trustee shall execute and deliver to the Company a release of said property from the lien of this Indenture simultaneously with the receipt of said payment. Payments received by the Trustee pursuant to this Section 3.12(a) shall become part of the Trust Estate and shall be disposed of by the Trustee in accordance with the provisions of Article V hereof.

(b) Each deed or other instrument of conveyance executed and delivered by the Trustee pursuant to subparagraph (a) of this Section 3.12 shall be binding upon the Company and every future owner of the property so conveyed or of any interest therein with the same effect as if the Company and every such owner had personally executed and delivered the same, and every such owner by receipt or acquisition of any right, title or interest in any property included in the Trust Estate hereby irrevocably appoints the Trustee his or its agent and attorney in fact with full power and authority to execute and deliver such deeds or other instruments of conveyance in his or its behalf and name; nevertheless, the Company and every such owner, if so requested in writing by the Trustee, shall ratify and confirm any such sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Trustee, for the purpose and as may be designated in such request, and every such owner by receipt or acquisition of any such right, title or interest so agrees.