

Company shall fail to accept such offer in writing within forty-five (45) days and agree to close the sale within forty-five (45) days after its acceptance, then, for a period of six (6) months after the last day of the forty-five (45) day period in which Company could have accepted such offer, Owner may sell the property to any third party for an "actual economic price", as defined in the Agreement, which, taking into consideration the proposed price and terms of payment, is equal to or greater than the actual economic price at which the Property was originally offered to Company, free of any rights of Company to purchase the Property. For purposes of Section 7.02 of the Agreement, "actual economic price" means (i) the price at which the Property is offered or proposed to be sold, if the price is to be paid entirely in cash at closing, or (ii) if any part of the purchase price is not to be paid in cash at closing, the sum of the portion of the price to be paid in cash at closing and the present value of the proposed agreement of the purchaser to pay the deferred principal amount and any interest thereon as of the closing. The discount rate for the purpose of computation of the present value of such agreement to pay the deferred principal amount shall be reduced or increased appropriately to the extent that the interest such amount is to bear is less than or greater than the prime rate (as of the date of the original offer to Company by Owner) of The First National Bank of Atlanta for ninety-day unsecured loans to its best commercial customers.

(b) If Owner receives an offer (the "Offer") for the purchase of the Property either (i) prior to Owner's having made an offer to Company under Section 7.02(a) of the Agreement or (ii) for an actual economic price (as defined in the Agreement) less than the actual economic price of the most recent offer of Owner to Company within the preceding six months under said Section 7.02(a), Owner shall not accept the Offer