

not later than 90 days prior to the expiration of the Fixed Term, to request Lessee to pay, on the last day of the Fixed Term, an amount equal to 12.5% of the aggregate of the Individual Cost of the Leased Properties subject to this Lease. Such payment shall be in lieu of, and in substitution for, all instalments of Basic Rent otherwise payable during the first Extended Term. If Lessor shall make such request, then Lessee shall, not later than sixty days prior to the expiration date of the Fixed Term, notify Lessor, in writing, of its election either (a) to make such payment as requested by Lessor or (b) to purchase, on the last day of the Fixed Term, all of the Leased Properties subject to this Lease at the date of such notice at a price determined in accordance with Schedule C. If Lessee fails to notify Lessor of its election within the time prescribed, then Lessee shall be deemed to have elected to make such purchase. In the event that Lessee elects or is deemed to have elected to purchase the Leased Properties, Lessor shall transfer and convey the Leased Properties to Lessee in accordance with the terms and provisions of Article XXI, against payment of the purchase price therefor together with all instalments of Basic Rent and all Additional Rent and all other sums then due and payable under this Lease. Lessee agrees that if Lessee has exercised, not later than one hundred eighty days before the expiration of the Fixed Term, its right not to extend the Term with respect to all of the Leased Properties, for the first extended term, then Lessor shall have the right, exercisable by notice given to Lessee not later than ninety days prior to the expiration of the Fixed Term, to require Lessee to purchase all of the Leased Properties on the last day of