

If Lessor accepts such offer, or fails to reject the same not later than five days prior to the Purchase Date, Lessor shall, upon receipt from Lessee of the purchase price and any Basic Rent, Additional Rent and other sums due and payable hereunder (including the instalment of Basic Rent due on the Purchase Date), convey such Leased Property to Lessee on the Purchase Date, in accordance with the provisions of Article XXI and this Lease shall thereupon terminate as to such Leased Property, except with respect to obligations and liabilities of Lessee, actual or contingent, which have arisen on or prior to such Purchase Date.

If Lessor rejects Lessee's offer to purchase such Leased Property, provided Lessee is not then in default hereunder, this Lease shall terminate as to such Leased Property on the Purchase Date, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, which have arisen on or prior to such Purchase Date; provided that, if the Purchase Date shall occur during the Basic Term, such rejection shall be of no effect unless accompanied by the consent thereto of the Trustee.

18.2. Exchange of Other Property for a Leased Property.
Notwithstanding any other provision of this Lease, as long as Lessee is not in default under this Lease, at any time prior to the commencement of the eleventh Year of the Fixed Term, if in the good faith judgment of the Board of Directors of Lessee, a Leased Property becomes uneconomic or unsuitable for Lessee's continued use and occupancy in Lessee's business, and if the Board of Directors of Lessee has determined to discontinue such use within a period of six months, all as set forth in an Officer's Certificate delivered to Lessor, Lessee, if no Event of Default shall have occurred, may give Lessor notice of termination of this Lease as to such Leased Property (the Replaced Property) on any Basic Rent payment date occurring not less than ninety days after the date of delivery of such notice (the Substitution Date), but only if the following

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