

shall have collected any current damages as aforesaid, Lessor shall, at its option, be entitled to recover from Lessee, and Lessee will pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages beyond the date of such demand, an amount equal to the greater of:

- (i) The Basic Rent and additional rent and other charges which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under Section 19.02 to pay current damages) for what would be the then unexpired Basic Term of this Lease if the same had not so expired, less the then fair net rental value of the Leased Premises for the same period, or
- (ii) All Unpaid Installments of Rent as defined in Section 21.01 hereof if any Bond Indebtedness of Lessor is then outstanding and unpaid.

Section 19.04. Rights and Obligations on Default Unchanged by Non-Termination. The right of recovery of Lessor and the obligation of Lessee to pay the amount set forth in Section 19.03 shall be the same if Lessor shall exercise its right of entry, repossession or removal without termination of this Lease as provided in Section 17.01.

Section 19.05. Law Affecting Liquidated Damages. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount agreed upon in Section 19.03, Lessor shall be entitled to the maximum amount allowable under such statute or rule of law.

ARTICLE XX

Improvement Bonds

Section 20.01. Lessor to Use Best Efforts to Issue and Sell. As provided in Article XIII, Lessee shall have the right to make additions to, alterations of, and improvements on the Leased Premises, structural or otherwise, and to construct and equip additional Facilities (hereinafter collectively called "improvements"). The cost of any improvements shall be paid for by the Lessee or the Lessee at its option, and pursuant to the limitations hereinafter set forth, by notice to the Lessor, specifying the improvements proposed and the estimated cost thereof, may request the Lessor to pay for or reimburse Lessee for the improvements by the sale of improvement bonds. In the latter event the Lessor agrees that if the estimated cost of any such improvements shall equal not less than \$100,000, the Lessor will use its best efforts to issue and sell improvement bonds aggregating not less than \$100,000 under and pursuant to the provisions and limitations set forth in the Indenture and the Act and that it will apply the proceeds of such sale to pay the cost of such improvements. The schedule of payments and the rate of interest on such improvement bonds shall be subject to the Lessee's approval.