

consent to any other action seeking such judicial order, or (iv) the Lessee shall make an assignment for the benefit of its creditors,

then this Lease, at the option of the Lessor, shall be canceled and terminated and the Lessor may, at its option, enter upon the demised premises, and again have, repossess and enjoy the same as if this Lease had not been made, and in any such event neither the Lessee nor any person claiming through or under the Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises but shall forthwith quit and surrender the demised premises, and the Lessor, in addition to the other rights and remedies the Lessor has by virtue of any other provision herein or elsewhere in this Lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or monies, received by the Lessor; and it is further stipulated and agreed that in the event of the termination of this Lease pursuant to the provisions of this Article the Lessor shall, notwithstanding any other provisions of this Lease to the contrary, be entitled either,

(1) Forthwith to recover from the Lessee as and for liquidated damages an amount equal to (i) unpaid rent and other charges accrued to the date of termination plus (ii) the difference between the rent reserved hereunder for the unexpired portion of the Term and the fair rental value of the demised premises at the time of termination, for the unexpired term or portion thereof, both discounted at the rate of four per cent. (4%) per annum compounded annually to present worth, and in determining the fair rental value of the demised premises, the rental realized by any re-letting, if any re-letting be accomplished by the Lessor before presentation of proof of such liquidated damages shall be required, shall be deemed prima facie to be the fair rental value of the demised premises or the portion thereof so relet as the case may be, provided that nothing herein contained shall limit or prejudice the right of the Lessor to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above, or

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