

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 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.

Section 20.02. Inability of Lessor to Sell. If the Lessor is unable within a period of six months following its receipt of said request of Lessee successfully to issue, sell and deliver such improvement bonds, the Lessee, at its option, may decide not to make the proposed improvement, or may make the proposed improvement at its own cost.

Section 20.03. Modification and Extension of Lease. Prior to each issuance of improvement bonds under the Indenture the parties hereto shall enter into a supplement to this Lease. Said supplement to this Lease may, among other things, modify and extend the Original Term hereof and increase the Basic Rent to be paid hereunder by an amount at least sufficient to enable the Lessor to pay the principal of and interest on such improvement bonds. As and when such revised Basic Rent payments are agreed upon, a supplement to this Lease shall be executed by the parties hereto and recorded in all appropriate public offices necessary to give notice thereof.

ARTICLE XXI

Purchases and Purchase Prices

Section 21.01. Change in Circumstances. Lessor is issuing the Series A Bonds pursuant to an election made under