

## **APPENDIX F**

### **ALTERNATIVE ACCELERATION CLAUSE**

If this Lease is terminated as provided in Section \_\_\_\_\_, or as permitted by Law, the Tenant shall peaceably quit and surrender the Demised Premises to the Landlord, and the Landlord may, without further notice, enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or other legal proceedings, and again have, repossess and enjoy the same as if this Lease had not been made, and in any such event neither the Tenant nor any person claiming through or under the Tenant by virtue of any Law or an order of any court shall be entitled to possession or to remain in possession of the Demised Premises, and the Landlord, at its option, shall forthwith, notwithstanding any other provision of this Lease, be entitled to recover from the Tenant (in lieu of all other claims for damages on account of such termination) as and for liquidated damages an amount equal to all unpaid base rent and additional rent reserved hereunder for the period from the date of such termination through the expiration of the Term of this Lease (conclusively presuming the additional rent to be the same as was payable for the year immediately preceding such termination), over the fair rental value of the Demised Premises at the time of termination for such period (the rent received on a reletting shall be conclusively accepted as the fair rental value), with the resulting sum discounted at the rate of six (6%) percent per annum to the then present worth, plus any accrued unpaid Term base rent and additional rent owing as of the date of such termination. Nothing herein contained shall limit or prejudice the right of the Landlord, in any bankruptcy or reorganization or insolvency proceeding, to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any bankruptcy or reorganization or insolvency proceedings, or 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.