

Section 19.02. Amounts Payable by Lessee on Expiration By Default. In the event of the expiration of the term of this Lease pursuant to Section 16.01, Lessee shall pay to Lessor the Basic Rent and all additional rent and other charges required to be paid, and not theretofore paid, under this Lease, or otherwise, by Lessee up to the time of such expiration; and thereafter Lessee, until the end of what would have been the Original Term of this Lease in the absence of such expiration and whether or not the Leased Premises or any part thereof shall have been relet, shall be liable for and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default:

- (i) the Basic Rent and all additional rent and other charges which would be payable under this Lease by Lessee if the Original Term of this Lease had not so expired, less
- (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to the provisions of Section 18.01, after deducting all Lessor's necessary and incidental expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and expenses, employees' expenses, reasonable alteration costs, and expenses of preparation for such reletting.

Lessee shall pay such current damages on the days on which the Basic Rent would have been payable under this Lease if the Original Term hereof had not so expired, and Lessor shall be entitled to recover the same from Lessee on each such day.

The liability and obligations of Lessee as set forth in this Section 19.02 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 19.03. Optional Recovery by Lessor On Expiration by Default. At any time after the expiration of the Term of this Lease pursuant to Section 16.01, whether or not Lessor 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 Original 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 1.02 hereof if any Bond Indebtedness of Lessor is then outstanding and unpaid.