

tion, and shall remain undismissed or unstayed for an aggregate of 60 days (whether or not consecutive) or if any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain unrevoked or unstayed for an aggregate of 60 days (whether or not consecutive):

then and in any such event (regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms of this Lease) Mortgagee (or if the Mortgagee shall have been satisfied, Lessor) may at any time thereafter, without further demand or notice, give a written termination notice to Lessee, and upon the date specified in such notice, which shall not be less than 10 days from the giving of such notice, the term of this Lease shall expire and terminate by limitation, subject to the provisions of Section 15.3 (relating to the survival of Lessee's obligations), and all rights of Lessee under this Lease shall cease, unless before such date (i) all arrears of fixed rent and additional rent and all other amounts payable by Lessee under this Lease as specified in said notice, together in each case with interest thereon at the rate of 6% per annum and all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of Lessor or Mortgagee as specified in said notice, shall have been paid by Lessee, and (ii) all other defaults at the time existing under this Lease shall have been cured, or, if any such default is of a type which is not capable of being cured within such period, Lessee shall have commenced and shall be prosecuting with due diligence action which, in the reasonable opinion of Lessor and Mortgagee, will cure such default within a reasonable period of time. Lessee will pay, as additional rent hereunder, all costs and expenses incurred by or on behalf of the Lessor, including, without limitation, attorneys' fees and expenses, occasioned by any default by Lessee under this Lease.

15.2. *Repossession, Relisting, etc.* At any time after any expiration of the term of this Lease pursuant to Section 15.1, Lessor or Mortgagee, without further demand or notice, may enter upon and repossess the premises granted to Lessee hereunder by force,

forcible entry and detainer, summary proceedings, ejectment or otherwise, and may remove Lessee and all other persons and any and all property from the premises. Lessor or Mortgagee shall be under no liability for or by reason of any such entry, repossession or removal. At any time or from time to time after any such expiration of the term of this Lease, Lessor or Mortgagee may (but shall be under no obligation to) relet the premises granted to Lessee hereunder, or any part thereof, for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Lessor or Mortgagee, in its uncontrolled discretion, may determine, and may collect and receive the rents therefor. Lessor or Mortgagee shall not be responsible or liable for any failure to relet the premises, or any part thereof, or for any failure to collect any rent due upon any such reletting.

15.3. *Survival of Lessee's Obligations.* No expiration of the term of this Lease or repossession of the premises shall relieve Lessee of its liability and obligations hereunder, all of which shall survive any such expiration or repossession, except as provided in Section 15.5.

15.4. *Current Damages.* In the event of any such expiration, Lessee shall pay to Lessor or the Mortgagee the fixed rent and all additional rent and other charges required to be paid by Lessee up to the time of such expiration, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such expiration and whether or not the premises or any part thereof shall have been relet, shall be liable to Lessor or the Mortgagee, as the case may be, for, and shall pay to Lessor or the Mortgagee, as the case may be, as and for liquidated and agreed current damages for Lessee's default:

(a) the fixed rent and all additional rent and other charges which would have been payable under this Lease by Lessee if the term of this Lease had not expired, less