

(2) At its option, in lieu of recovery of such liquidated damages, to recover from the Lessee, upon the rent days specified herein in each year following such cancellation and termination of this Lease until the end of the Term, the sums of money which would have been payable by the Lessee as rent and additional rent hereunder upon said rent days if this Lease and the term hereby granted had not so terminated and expired, and if the Lessor had not so resumed possession of the demised premises, deducting only the net amount of rent, if any, which the Lessor shall actually receive (after deducting from the gross receipts the expenses, costs, and payments of every kind of the Lessor incurred in connection with the demised premises) in the meantime from and by any re-letting of the demised premises, and the Lessee hereby agrees to be and remain liable for all sums aforesaid, and the Lessee shall pay and discharge all other payments and obligations provided herein to be borne by the Lessee; and the Lessor shall have the right from time to time to begin and maintain successive actions or other legal proceedings against the Lessee for the recovery of such deficiency or damages, or for a sum equal to any installment or installments of the rent or additional rent hereunder, and to recover such sums upon the liability of the Lessee herein provided, which liability it is expressly covenanted shall survive the issuance of any action to secure possession of the demised premises or any other termination of this Lease, it being agreed that nothing herein contained shall be deemed to require the Lessor to wait to begin such action or other legal proceedings until the date when this Lease would have expired by limitation had there been no such default by the Lessee.

If the Lessor shall obtain possession of the premises by reason of or following on any default of the Lessee, the Lessee shall have the right, without notice, to repair or alter the premises in such manner as to the Lessor may seem necessary or advisable so as to put the premises in good order and to make the same rentable, and shall have the right, at the option of the Lessor, but no obligation, to re-let the premises or any part thereof as the agent of the Lessee, and the Lessee agrees to pay to the Lessor on demand all expenses incurred by the Lessor in obtaining possession, and in altering, repairing and putting the demised premises in good order and condition, and in re-letting the same, includ-

(CONTINUED ON NEXT PAGE)