

ARTICLE XVII

Survival of Lessee's Obligations; Damages

Section 17.01. Lessee's Obligations to Survive Expiration or Repossession. No expiration of the Term pursuant to Section 14.01 or repossession of the Leased Premises pursuant to Section 15.01 shall relieve Lessee of its liability and obligations hereunder, all of which shall survive any such expiration or repossession.

Section 17.02. Amounts Payable by Lessee on Expiration by Default. In the event of the expiration of the Term pursuant to Section 14.01, 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 then current 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 then current term of this Lease had not so expired, less

(ii) the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.01, 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 then current term