

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 such Assignee, in its uncontrolled discretion, may determine, and may collect and receive the rents therefor. Lessor or such Assignee shall not be responsible or liable for any failure to relet the Leased Property or any part thereof, or for any failure to collect any rent due upon any such reletting.

27. *Survival of Lessee's Obligations; Damages.* No expiration of the term of this Lease pursuant to Section 24 or repossession of the Leased Property shall relieve Lessee of its liability and obligations hereunder (except as otherwise provided in Section 24), all of which shall survive any such expiration or repossession.

In the event of any such expiration, Lessee shall pay to Lessor the Basic Rent, the Service Rent and all other additional rent and other charges accrued or required to be paid by Lessee up to the time of such expiration, and thereafter Lessee, until the end of the period of time which would have been the term of this Lease in the absence of such expiration and whether or not the Leased Property or any part thereof shall have been relet, shall be liable to Lessor for, and shall pay to Lessor as and for liquidated and agreed current damages for Lessee's default:

(a) an amount equal to the Basic Rent, Service Rent and all additional rent and other charges which would be payable under this Lease by Lessee if the term of this Lease had not expired, less

(b) the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 26, after deducting all Lessor's and any Assignee's 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 installment of the Basic Rent, the Service Rent and such additional rent would have been payable under this Lease if the term of this Lease had not expired, and Lessor and any Assignee shall be entitled to recover the same from Lessee on each such day.