

(b) the net proceeds, if any, of any relating effected for the account of Lessee pursuant to the provisions of this Article 15, after deducting all Lessor's and Mortgagee's necessary and reasonable expenses in connection with such relating, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and expenses, employees' expenses, alteration costs, and expenses of preparation for such relating.

Lessee shall pay such current damages quarterly on the days on which the fixed rent would have been payable under this Lease if the term of this Lease had not expired, and Mortgagee (or if the Mortgagee shall have been satisfied, the Lessor) shall be entitled to recover the same from Lessee on each such day.

15.5. *Final Damages.* At any time after any such expiration, whether or not Lessor or Mortgagee shall have collected any current damages as aforesaid, Lessor or Mortgagee, as the case may be, shall be entitled to recover from Lessee and Lessee will pay to Lessor or Mortgagee, as the case may be, on demand, as and for liquidated and agreed final damages for Lessee's default (Lessee agreeing that it would be impracticable or extremely difficult to fix the actual damages) and in lieu of all current damages beyond the date of such demand, an amount equal to the excess, if any, of

(i) the fixed rent and additional rent and other charges which would have been 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 this Article 15 to pay current damages) for what would be the then unexpired term of this Lease if the same had not expired, over

(ii) the then fair net rental value of the premises for the same period.

If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor or Mortgagee, as the case may be, shall be entitled to the maximum amount allowable under such statute or rule of law.

15.6. *Lessee's Waiver of Statutory Rights.* In the event of any expiration of the term of this Lease pursuant to this Article 15,

Lessee, so far as permitted by law, waives (a) any notice to quit or notice of re-entry or of the institution of legal proceedings to that end, (b) any right of redemption or re-entry or re-possession, (c) any right to a trial by jury in the event of summary proceedings, and (d) the benefits of any laws now or hereafter in force exempting property from liability for rent or for debt.

ARTICLE 16

No Merger; Assignment, Subletting, etc.

16.1. *No Merger.* There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate or any other leasehold estate (including any interest in or under any Ground Lease) in the premises or any part thereof by reason of the fact that the same corporation, firm or other entity (including the Mortgagee) may acquire or own or hold, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (b) the fee estate or any other leasehold estate (including any interest in or under any Ground Lease) in the premises, or any part thereof or any interest in or under any Ground Lease) in the premises, or any part thereof or any interest in such estate, and no such merger shall occur unless and until all corporations, firms and other entities (including the Mortgagee) having any interest in (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (ii) the fee estate or any other leasehold estate (including any interest in or under any Ground Lease) in the premises or any part thereof or any interest in such estate shall join in a written instrument effecting such merger and shall duly record the same.

16.2. *Assignment, Subletting, etc.* At any time and from time to time, if no default exists under this Lease or under the Mortgage, the interest of Lessee in this Lease may be assigned or otherwise transferred in whole or in part by Lessee, and all or any part of the premises may be sublet, *provided* that prior to and as a condition precedent to any such assignment or transfer, (i) the assignee or