

hereof had not so expired, and Lessor shall be entitled to recover the same from Lessee on each such day.

The liability and obligations of Lessee as set forth in this Section 17.02 shall be the same if Lessor shall exercise its right of entry, repossession or removal without termination of this Lease as provided in Section 15.01.

Section 17.03. Optional Recovery by Lessor on Expiration by Default. At any time after the expiration of the Term pursuant to Section 14.01, whether or not Lessor shall have collected any current damages as aforesaid, Lessor shall, at its option, be entitled to recover from Lessee, and Lessee will pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages as set forth in Section 17.02 beyond the date of such demand, an amount equal to the greater of:

(i) the Basic Rent and additional rent and other charges which would be payable under this Lease from the date to which Lessee shall have satisfied in full its obligations hereunder to the end of what would be the then unexpired term of this Lease if the same had not so expired, less the then fair net rental value of the Leased Premises for the same period, or

(ii) all unpaid instalments of rent as defined in Section 18.02 hereof if any Bonds are then outstanding and unpaid.

Section 17.04. Rights and Obligations on Default Unchanged by Non-termination. The right of recovery of Lessor and the obligation of Lessee to pay the amount set forth in Section 17.03 shall be the same if Lessor shall exercise its right of entry, repossession or removal without termination of this Lease as provided in Section 15.01.