

MEASURE OF
DAMAGES ON
DEFAULT

20. In the event that this lease be terminated by Lessor by summary proceedings, or otherwise, as herein provided on account of Lessee's default hereunder, or if the premises and buildings shall have been abandoned, and whether or not the premises and buildings be relet, the Lessor shall be entitled to recover from Lessee and Lessee shall pay to Lessor, in addition to any other damages becoming due hereunder, the following:

(a) An amount equal to all expenses, if any, including reasonable counsel fees, incurred by Lessor in recovering possession of the premises and buildings and all reasonable costs and charges for the care of the premises and buildings, while vacant, and all reasonable costs and expenses incurred by Lessor in effecting repairs to the premises and buildings, which repairs Lessee failed to make during the term, all of which damages shall be due and payable by Lessee to Lessor at such time or times as such expenses shall have been incurred by Lessor; and,

(b) An amount equal to the amount of all rent and additional rent reserved under this lease, less the net rent, if any, collected by Lessor on reletting the premises and buildings which shall be due and payable by Lessee to Lessor on the several days on which the rent and additional rent reserved in this lease would have become due and payable; that is to say, upon each of such days, Lessee shall pay to Lessor the amount of deficiency then existing. Such net rent collected on reletting by Lessor shall be computed by deducting from the gross rents collected all expenses incurred by Lessor in connection with the reletting of the premises and buildings, or any part thereof, including without limitation brokers' commissions and the cost of repairing, renovating or remodeling the premises and buildings.

SEPARATE
ACTIONS FOR
DAMAGES

21. Without any previous notice or demand, separate actions may be maintained by Lessor against Lessee from time to time to recover any damages which, at the commencement of any such action, have then or theretofore become due and payable to Lessor under this lease without waiting until the end of the term.

LESSOR'S
FAILURE TO
ENFORCE
TERM, CON-
DITION OR
COVENANT IN
LEASE - NO
WAIVER

22. The failure of Lessor to enforce any term, covenant, condition or agreement hereof by reason of its breach by Lessee after notice had shall not be deemed to avoid or affect the right of Lessor to enforce the same term, covenant, condition or agreement on the occasion of a subsequent default or breach.

RELATION-
SHIP OF
PARTIES

23. Nothing in this lease shall render Lessor in any manner a partner, agent, joint venturer, or associate of Lessee in the use of the demised premises or buildings or improvements thereon, or subject Lessor to any obligations, loss, charge, or expense in connection with or arising from the operation or use of the demised premises or the buildings or improvements thereon, notice thereof being hereby given to all whom it may concern.