

and thereafter the Tenant, until the end of what would have been the Term of this Lease shall be liable for and shall pay to the County, as and for liquidated and agreed current damages for the Tenant's default: the Basic Rent and all additional rent and other charges which would be payable under this Lease by the Tenant if the Term of this Lease had not been so terminated, less the net proceeds, if any, of any reletting effected for the account of the Tenant pursuant to the provisions of Section 9.03 hereof, after deducting all the County's cost of reletting, including, without limitation, all costs of repossession, brokerage commissions, legal expenses, attorney's fees and expenses, employees expenses, reasonable alteration costs, and expenses of preparation for such reletting.

The Tenant shall pay such damages on the days on which the Basic Rent would have been payable under this Lease if the Term hereof had not so terminated, and the County shall be entitled to recover the same from the Tenant on each such day.

The liability and obligations of the Tenant as set forth in this section shall be the same if the County shall exercise its rights set forth in Section 9.03 of entry, repossession or removal without termination of this Lease.

SECTION 9.05. Optional Recovery by the County on Termination by Default. At any time after the termination of the Term of this Lease pursuant to Section 11.02 hereof, whether or not the County shall have collected any current damages as aforesaid, the County shall, at its option, be entitled to recover from the Tenant, and the Tenant will pay to the County on demand, as and for liquidated and agreed current damages for the Tenant's default and in lieu of all current damages 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 of such demand (or, if it be earlier, the date to which the Tenant shall have satisfied in full its obligations under Section 9.04 to pay current damages) to the conclusion of what would have been the then unexpired Term of this Lease if the same had not so expired, less the then fair net rental value of the Project for the same period, or (ii) if any Bonds of the County are then outstanding and unpaid, an amount equal to the entire principal amount of the then outstanding Bonds together with any applicable redemption premiums specified in the Indenture and all interest accrued or to accrue on and prior to the next earliest maturity or redemption date or dates, as the case may be, on which the Trustee can pay the Bonds or redeem the same after giving notice to the holders thereof as required by the Indenture, less moneys available for such purposes then held by the Trustee, plus any additional rental due or to become due hereunder, including, without limitation, any