

3) may lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term;

4) upon exercise by Lessor of any remedy under this Article, this lease shall thereupon terminate, but Lessee shall remain liable to Lessor as otherwise provided in this lease.

B. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no termination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

X. EMINENT DOMAIN

A. If all of the demised premises shall be taken for any use or purpose pursuant to the lawful exercise of the power of eminent domain, this lease shall cease and terminate as of the date of entry of the order effecting such taking or the date Lessee shall be deprived of possession of said demised premises, whichever date shall last occur. Rent applicable to time elapsing after said termination date shall be refunded to Lessee, and any rent payable to the taking authority prior to such termination date shall be paid by Lessor.