

subsequent breach thereof or of any other covenant, condition or agreement contained herein.

Section 10.06. Remedies Cumulative. Subject to the limitation on the right to terminate set forth in Section 10.03 hereof and any other provision contained herein which does or purports to limit the rights and remedies of either party hereto, the parties under this Agreement shall be entitled to any and all remedies at law or equity in the event of any breach of the covenants contained herein and the exercise of any one remedy shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein.

Section 10.07. Modifications. Any alteration, change or modification hereto, in order to become effective, shall be made by written instrument or endorsed hereon and, in each such instance, executed on behalf of each party hereto.

Section 10.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Entire Premises are located.

Section 10.09. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 10.10. Notices. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing, be deemed to have been duly served on the date of mailing, be sent by registered or certified United States Mail, postage prepaid, return receipt requested and, except as otherwise provided in Section 2.08 hereof, be addressed to the respective parties at the following addresses: