

TITLE TO REAL ESTATE

Landlord shall not have the right to take any of the foregoing actions by reason of such default if the Tenant shall in good faith have commenced within the said thirty-day period to rectify or cure the same and shall with all diligence prosecute the work until there shall have been full compliance.

REENTRY BY LANDLORD

24. In the event that the Tenant shall fail to pay the rental herein provided for or shall violate any of the other covenants herein contained, and shall fail to rectify or cure such defaults within the respective times herein specified after written notice from the Landlord, or if the premises are used for any other business than herein called for, or if said business is discontinued or the premises vacated except as herein provided before the expiration of this lease, or if the Tenant, its successors or assigns, is adjudicated a bankrupt, voluntary or involuntary, and such involuntary proceeding is not vacated or dismissed within sixty days, or is adjudged insolvent, or makes a general assignment for the benefit of creditors, or if a receiver of the Tenant be appointed and such receivership not be vacated or annulled within sixty days, then and in any one of such events, the Landlord may either, by force or otherwise, reenter the premises without becoming liable to prosecution therefor, and (a) declare the fixed rent for the entire unexpired term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants. The Landlord may also re-let the premises as agent of the Tenant upon such terms as the Landlord shall consider reasonable and receive the rent therefrom applying the same first to the payment of such expense as the Landlord may be put to in reentering said premises and then to the payment of the rent for the entire term of said lease and said reentry shall not terminate this lease or be considered the acceptance by the Landlord of the surrender of this lease, or (b) the Landlord may, at its option, terminate this lease and repossess the leased premises either by force or otherwise after notice as aforesaid of its intention to terminate, and thenceforth hold the same free from any rights of the Tenant, or its successors or assigns, to the use or occupancy of said leased premises, but the Landlord shall, nevertheless, have the right to recover from the Tenant any and all amounts which under the terms hereof may be then due and unpaid for the time said leased premises were actually used and occupied.

REMEDIES CUMULATIVE

25. The rights and remedies of the Landlord reserved in this lease or otherwise shall be cumulative and concurrent. The failure of the Landlord to insist upon strict and/or prompt performance of the terms, covenants, and provisions of this lease, or any of them, after notice as hereinabove provided, and/or the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce the same strictly according to the tenor thereof in the event of a continuing or subsequent default on the part of the Tenant, after notice as aforesaid.

MORTGAGES

26. In the event that the leased premises shall be released from the lien of the mortgages hereinabove set forth, or if said mortgages be discharged of record, then and in that event this lease may, at the option of any one or more of the Landlords, be subject and subordinate to the lien of any new mortgage or mortgages placed upon the leased premises by any one or more of said Landlords during the term of this lease, provided, however, that the following requirements are fulfilled and complied with: ✓

(a) That written notice of such mortgage or mortgages be given to Tenant within ten days after the recording thereof. ✓

(b) That the aggregate of the principal instalment payments, if any, and interest, and any other sums required to be paid under or expended because of any such mortgage or mortgages, shall not exceed for any year the share of the fixed rent which the mortgaging Landlord or Landlords are entitled to receive as their portion of the said fixed rent under the terms of this lease for any such year. ✓ In determining the aggregate expenditures required under any such mortgage or mortgages, taxes, and any other items which Tenant is obligated to pay under the terms of this lease shall not be included. ✓

(c) That if said Landlord or Landlords shall default in the payment of such principal instalment payments, if any, and interest, and any other sums required to be paid under or expended because of any such mortgage or mortgages, the Tenant shall have the right to pay the same by applying the net rentals (fixed or percentage) due and payable to said Landlord or Landlords to said payment as long as such default shall exist. Upon such default by said Landlord or Landlords, the Tenant shall have the right to withhold the said fixed rents in order to accumulate a