

TITLE TO REAL ESTATE

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 COMULATIVE

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. It is understood and agreed that this lease may, at the option of any one or more of the Landlords, be subject and subordinate to the lien of any mortgage or mortgages placed upon the leased premises by any one or more of said Landlords during the term of this lease, provided, however, 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 fund sufficient to pay any such past due mortgage principal or interest, and Tenant shall also have the right to pay any such past due mortgage principal, interest, or other charges and to take credit for the same as against any rents (fixed or percentage) thereafter becoming due to such mortgaging Landlord or Landlords, and in such case, to the extent of any such prepayment of rent, Tenant shall be entitled to interest from the date of such prepayment to the date the same would otherwise be payable to said Landlord or Landlords at the rate of six per cent (6%) per annum.

(d) Such Landlord or Landlords shall procure from the mortgagee an agreement with the Tenant agreeing that such mortgagee will not institute any foreclosure or execution proceedings under the said mortgage or any other proceedings which might interfere with Tenant's quiet use and possession of the demised premises without first giving the Tenant written notice of such contemplated action and without allowing Tenant a period of twenty days thereafter to remedy any defaults.

(e) That a copy of the mortgage, certified to be true and correct by the mortgagee, be delivered to Tenant within ten days after the recording of same.