

same free from any right 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

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 Tenant, after notice as aforesaid.

MORTGAGES

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 installment 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 installment 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