

Section 10.03. Termination of Agreement. In the event this Agreement is terminated, the parties shall execute and exchange an instrument in recordable form evidencing such termination.

Section 10.04. Independent Contractors. Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers or to render any of said parties liable for the debts or obligations of any other party, except as in this Agreement expressly provided.

Section 10.05. Waivers. No delay or omission by any party hereto in exercising any right or power accruing upon the non-compliance or failure of performance by any other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party hereunder shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained herein.

Section 10.06. Remedies Cumulative. All rights, privileges and remedies of the parties under this Agreement shall be deemed cumulative and the exercise of any one remedy such remedies 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. Except as otherwise provided in this Agreement, this Agreement shall in no way constitute or create rights in persons, firms or entities not parties to this Agreement or create