

amount. The two (2) year option period shall begin January 1, 1988 and terminate December 31, 1989. The three (3) year option period shall begin January 1, 1990 and terminate December 31, 1992. The right to exercise the option for the three (3) year period shall be contingent upon the lessee's having exercised its option to lease the premises during the two (2) year option period. To exercise this option, lessee must give lessor written notice of the intention to do so at least sixty (60) days before this lease expires.

SECTION EIGHTEEN  
REMEDIES OF LESSOR

a. In the event of a breach or a threatened breach by lessee of any of the terms or conditions hereof, lessor shall have the right of injunction to restrain lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

b. The rights and remedies given to lessor in this lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by lessor, shall be deemed to be in exclusion of any of the others herein, by law, or by equity provided.

c. In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if lessor shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

d. No receipt of money by lessor from lessee after default or cancellation of this lease in any lawful manner shall (1) reinstate, continue, or extend the term or affect any notice given to lessee, (2) operate as a waiver of the right of lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of lessor to recover possession of the demised premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, lessor may demand, receive, and collect any monies due, without in any manner affecting such notice, order, or judgment.