

ARTICLE 18

Rights and Remedies Reserved, etc.

18.1. *No Waiver.* The failure of Lessor or Mortgagee to insist in any one or more cases upon the strict performance of any of the terms or covenants of this Lease, or to exercise any right, power, remedy or option herein contained, shall not be construed as a waiver or relinquishment for the then remaining term of this Lease of such term, covenant, right, power, remedy or option. A receipt by Lessor of full or partial rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by either party hereto of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. No waiver of any breach shall affect this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach. No foreclosure, sale or other proceedings under the Mortgage shall discharge or otherwise affect any obligation of Lessee hereunder.

18.2. *Specific Performance.* In addition to the other remedies in this Lease and by law provided, Lessor shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of such covenants, conditions or provisions.

18.3. *Remedies Cumulative.* Each right, power and remedy of Lessor and Mortgagee provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or Mortgagee of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or

later exercise by Lessor or Mortgagee of any or all such other rights, powers or remedies.

18.4. *Lessee's Obligation Not Affected by Lessor's Reorganization, etc.* Lessee's obligations hereunder shall not be discharged or affected by any reorganization, composition, readjustment, liquidation or other proceeding affecting Lessor or any assignee of Lessor or Lessee or any action with respect to this Lease which may be taken by any trustee or receiver of Lessor, Lessee or such assignee or by a court in any such proceeding or any change, extension, waiver, indulgence or other action or omission in respect of any indebtedness or obligation of Lessor, Lessee or any such assignee, whether or not Lessee shall have had any notice or knowledge thereof.

18.5. *Covenants.* Every term, condition, agreement or provision contained in this Lease shall be deemed to be a covenant.

ARTICLE 19

Lessor's Right to Perform Lessee's Covenants

If Lessee shall fail to make any payment or perform any act required to be made or performed hereunder (except in the case of contests permitted by Section 4.2 or 12.3), Lessor or Mortgagee, upon reasonable notice to or demand upon Lessee (except in the case of emergency where no notice or demand shall be required) and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may enter upon the premises or any part thereof for such purpose and take all such action thereon as either of them may consider necessary or appropriate for such purpose. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor or Mortgagee and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate of 6% per annum from the date of payment or incurring, shall constitute additional rent hereunder and shall be paid by Lessee to Lessor on demand.