

the rate of nine (9%) per cent per annum from and including the date of expenditure, and such amounts, together with such interest, shall become due and payable by Lessee as additional rent no later than the time of the next installment of rent which shall become due after such expenditure by Lessor, and Lessor shall have the right to enter the Demised Premises for the purpose of correcting or remedying such default and to remain therein until the same shall have been corrected or remedied, but any such expenditure by Lessor shall not be deemed to waive or release Lessee's default, or the right of Lessor to take such action as may otherwise be permissible as in the case of default in the payment of rent. Lessor's remedies upon default of Lessee not cured by Lessee as provided hereinabove shall include the cumulative rights of terminating this Lease, of taking possession of the Demised Premises with or without terminating this Lease, or re-leasing the Demised Premises on reasonable terms as negotiated by Lessor in order to mitigate the damages of Lessor (in which event Lessee shall be liable to Lessor for the deficiency, if any, in the rent, additional rent and other charges through the unexpired portion of the Demised Term), and of exercising any other remedies as provided by applicable law.

## ARTICLE 12

Taxes and Other Charges

Section 12.1. Lessee shall, without notice or demand, as additional rent, pay and discharge, on or before the last day on which the same may be paid without penalty, all taxes, assessments, rates and charges, sanitary assessments, and other governmental impositions and charges of every kind and nature