

Landlord may either, by force or otherwise, reenter the premises without becoming liable to prosecution therefor and (a) declare the fixed rent for the entire unexpired term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants. The Landlord may also re-let the premises as agent of the Tenant upon such terms as the Landlord shall consider reasonable and receive the rent therefrom, applying the same first to the payment of such expenses as the Landlord may be put to in reentering said premises and then to the payment of the rent for the entire term of said lease and said reentry shall not terminate this lease or be considered the acceptance by the Landlord of the surrender of this lease, or (b) the Landlord may, at its option, terminate this lease and repossess the leased premises either by force or otherwise after notice as aforesaid of its intention to terminate, and thenceforth hold the 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