

(c) No delay or omission of any party in the exercise of any right accruing upon any default of the other party shall impair any such right or be construed to be a waiver thereof. A waiver by any party of a breach or a default of any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provisions hereof.

(d) It is expressly agreed that except as otherwise specifically provided herein, no breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions hereof shall defeat or render invalid the lien of any mortgage or deed of trust covering any part of the Shopping Center, and any improvements thereon, but the provisions of this Agreement shall be binding upon and effective against any owner of any of the Subject Property, or any portion thereof, whose title is acquired by foreclosure, trustee's sale, tax sale, or any grantee by deed in lieu of foreclosure or trustee's sale except as provided to the contrary in Section 12.

12. Successors and Assigns

(a) Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Agreement is made by such party not only personally for the benefit of the other parties hereto but also as owner of a portion of the Subject Property and shall be an equitable servitude on the portions of the Subject Property owned by such party appurtenant to and for