

insolvency proceedings brought against either Tenant or Landlord which are not dismissed within one hundred twenty (120) days, shall entitle the other party, at its option, to terminate this lease, if after giving written notice by such other party to the offending party of such intention to terminate, setting forth the ground thereof, the offending party does not within thirty (30) days take prompt and diligent steps to remedy such ground or grounds of termination or commence such action required to remedy such ground or grounds which require more than thirty (30) days to complete. The party which has the option of terminating this lease under the provisions of the preceding sentence may, at its option, and in lieu of its other rights and remedies, correct such default and charge the reasonable cost thereof to the offending party, which said charge shall constitute a legal and valid debt of the party so charged. In the event of any default under this lease by Landlord, Tenant may, without being judged in default hereunder, withhold payments of rent or other sums due Landlord by Tenant, and apply same to cure any such default by Landlord. Upon any such termination for any default of Tenant, Landlord, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons and Tenant's property therefrom without being deemed guilty of any manner of trespass, or Landlord, its agent, or attorney, may resume possession of the premises and re-let the same for the remainder of the term or make such other disposition of the Premises as Landlord may desire; provided, Tenant shall have no personal liability for payment of any rents other than those payable from the cash flow from improvements constructed thereon, as hereinabove provided, and shall in no event have any personal liability beyond the amount of such cash flow for any deficiency in the payment of rent or other default hereunder following termination of this lease for any reason.

Failure to exercise any right hereunder on any one or more occasions shall not be deemed a waiver of such right or any subsequent