

- d. That, except for the right to terminate contained in paragraph 2 of this lease, no right, privilege or option to cancel or terminate this lease available to Lessee shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.
- e. No liability for the payment of rental or the performance of any of Lessee's covenants and agreements hereunder shall attach to or be imposed upon any mortgagee, trustee under any trust deed or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, all such liability being hereby expressly waived by Lessor.

LESSOR'S RIGHT OF RE-ENTRY

10. If Lessee shall fail to pay any installments of rent promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor, or if Lessee shall fail to promptly keep and perform any other affirmative covenant of this lease, strictly in accordance with the terms of this lease and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor of default and demand of performance, then and in any such event, and as often as any such event shall occur, Lessor may (a) Declare the said term ended, and enter into said premises demised, or any part thereof, either with or without process of law, and expel Lessee or any person occupying the same in or upon said premises, using such force as may be necessary so to do, and so to repossess and enjoy said premises as in the Lessor's former estate; or (b) Re-let the premises applying said rent from the new tenant on this lease, and Lessee shall be responsible for no more than the balance that may be due, should a balance exist. Anything hereinbefore contained, to the contrary notwithstanding, if any default shall occur, other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and Lessee prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to declare the said term ended by reason of such default.