

if the holder of a first mortgage shall correct, within thirty days after written notice, any violation of the lease then the lease shall remain in full force and effect and any rent due for the remaining period of the lease term shall be payable as if no violation of the lease had occurred.

12. It is further agreed by and between the parties hereto that the Lessee shall keep and hold harmless the Lessor from any and all damages, liability for anything and everything whatsoever arising out of or from the occupancy by or under the Lessee or Lessee's agents or servants and from any loss or damage arising from any fault or negligence by the Lessee, or failure on the Lessee's part to comply with any of the covenants, terms and conditions therein contained or otherwise; and that the Lessee shall purchase public liability insurance in a sum sufficient to indemnify and save harmless itself and the Lessor from any and all claims.

13. In the event the Lessee, its successors and assigns, shall be adjudged bankrupt, or insolvent according to law, or shall file a voluntary petition in bankruptcy, or if any payment of rent shall be past due and unpaid for a period of thirty days, or on violation of any of the terms and agreements of this lease, which is not corrected within thirty days after written notice, this lease shall, at the option of the Lessor, terminate and the Lessor may thereupon lawfully enter into or upon the premises or any part thereof, and repossess the same and expel the Lessee and those claiming under it and remove all its effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedy the Lessor may have or use to collect the arrears for rent and/or damages for breach of covenant; provided, however, that if any of the covenants are breached by the Lessee, the Lessor at its option may declare the entire rent for the remaining period of the lease term due and payable immediately.

14. It is mutually understood and agreed that the failure of the Lessor or the Lessee to take advantage of any default on the part of the other shall not be