

proceeding to cure such default, Lessor shall not be entitled to terminate this Lease on account of such default unless Lessee fails to commence curing such default promptly and/or fails to prosecute the curing of such default to completion diligently.

18. Default in Rent; Insolvency of Lessee. If Lessee shall default in the payment of the rental reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of fifteen (15) days after written notice from Lessor to Lessee, or if the leased premises or any part thereof shall be abandoned or vacated, or if Lessee shall be dispossessed by or under authority other than Lessor, if Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceeding under any insolvency or Bankruptcy Act (or amendment thereto hereafter made) seeking to effect a reorganization or a composition with Lessee's creditors, or if (in the proceedings based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee or the leased premises, or if any proceedings shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of law, or if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, then Lessor may, at Lessor's option, terminate this Lease, without further notice, and Lessor and Lessor's agents and servants may immediately, or at any time thereafter, re-enter the leased premises and remove all persons and property therefrom (by legal proceedings or by force or otherwise) without being liable to indictment, prosecution, or damage therefor, or without terminating this Lease recover the leased premises as aforesaid and in that event Lessor agrees to use Lessor's best efforts to relet said premises on behalf of the Lessee at whatever rent, for a term that may be more or less than the expired portion of the within Lease, and upon such other terms, provisions, and conditions as Lessor deems advisable, applying any moneys collected first to the payment of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, third in the payment of any real estate commission incurred by Lessor in such reletting and fourth, for the payment of any rental or other charges due hereunder and any other charges due to Lessor.

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