

same is now in force or may hereafter be amended, and the Lessee shall be adjudicated bankrupt, or if a receiver of the business or assets of the Lessee be appointed and such appointment shall not be vacated within sixty (60) days after notice thereof to the Lessee, or the Lessee makes an assignment for the benefit of creditors, or any sheriff, marshal, constable or keeper takes possession of the demised premises or property of the Lessee located thereon by virtue of an attachment or execution proceeding, or if any payment of rent shall be past due or unpaid for a period of ten (10) days following receipt by Lessee of written notice of such default by Lessor, or if any of the terms or conditions of this lease agreement be violated and not cured within ten (10) days following the giving of written notice thereof by Lessor to Lessee, 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, repossess the same and expel Lessee therefrom, without prejudice to any other claim or remedies the Lessor may have for the collection of rent and/or for damages for breach of this lease.

(b) In the event Lessor furnishes notices of the same type of default more than twice during any twelve (12) month period, then Lessor may request a security deposit equal to a monthly installment and in the event the security deposit is not made within ten (10) days, then the Lessor may, at its option, terminate the lease without further notice to Lessee. Such security deposit shall then be used as a monthly installment for any month in which the rent is not paid after ten (10) days following the Notice of Default.