

11. Lessors' rights upon Lessee's default:

(a) The occurrence of any of the following shall constitute an event of default:

(1) Delinquency in the due and punctual payment of any rent payable under this lease when such rent shall become payable, for a period of ten days after written notice.

(2) Delinquency by the Lessee in the performance of or compliance with any of the conditions contained in this lease other than those referred to in the foregoing subdivision (1), for a period of 30 days after written notice thereof from the Lessors to the Lessee, except for any default not susceptible of being cured within such 30-day period, in which event the time permitted to the Lessee to cure such default shall be extended for as long as shall be necessary to cure such default, provided the Lessee commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to jeopardize the interest of the Lessors in this lease or so as to subject the Lessors of the Lessee to any civil or criminal liabilities.

(3) Failure on the part of the Lessee or on the part of any sublessee or assignee of the Lessee's interest herein to pay any payment when due on any mortgage covering the Lessors' interest in and to the leased premises, or failure to pay any taxes, assessments or other obligations of the Lessee under this lease.

(4) Filing by the Lessee in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors.