

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

1. If Tenant shall default in the payment of the rental reserved hereunder, or any part thereof, or in making any other payment herein provided for, any such default shall continue for a period of Fifteen (15) days after written notice from Landlord to Tenant.

2. Delinquency by the Tenant in the performance of or compliance with any of the conditions contained in this Lease other than those referred to in the foregoing subparagraph 1, for a period of Thirty (30) days after written notice thereof from the Landlord to the Tenant, except for any default not susceptible of being cured within such thirty day period in which event the time permitted to the Tenant to cure such default shall be extended for as long as necessary to cure such default, provided the Tenant 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 Landlord in this Lease or so as to subject the Landlord or the Tenant to any civil or criminal liabilities.

3. Filing by the Tenant 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 Tenant's property, or an assignment by the Tenant for the benefit of creditors.

4. Filing against the Tenant in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy, or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a portion of the Tenant's property, if within 90 days after the commencement of any such proceeding against the Tenant such petition shall not have been dismissed.