

ARTICLE XIII

BANKRUPTCY, DISSOLUTION, SALE OF ASSETS AND MERGER

13.01. The Company agrees that in the event it should dissolve and terminate its corporate existence or in the event a receiver should be appointed by a court of competent jurisdiction to take charge of the business or assets of the Company, or in the event the Company is adjudicated a bankrupt, whether through voluntary or involuntary proceedings, and such receivership or bankruptcy proceedings are not dismissed within a period of sixty days, or in the event the Company should sell all or substantially all of its assets (exclusive of the stock or assets of any of the Company's subsidiaries, if any) all rent for the entire remaining term of this Lease shall forthwith and automatically become due and payable in cash from the Company to the County, and the Company shall immediately pay to the County, without demand, the aggregate amount so payable; provided, however, that this provision shall be inapplicable with respect to any dissolution and termination of the corporate existence of the Company, if the same be pursuant to the terms of a sale of all or substantially all of the assets of the Company to a corporation, which corporation shall expressly assume in writing, same to be in such form that is acceptable to the County and the Trustee, all of the obligations of the Company hereunder, and which corporation will have a net worth immediately after the acquisition of such assets of not less than \$8,000,000. The term "net worth", as used in this Article, shall mean the

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