

SECTION 9.8. REFERENCE TO NOTE INEFFECTIVE AFTER NOTE PAID. Upon payment in full of the Note and all fees and charges of the Mortgagee, all references in this Agreement to the Note and the Mortgagee shall be ineffective and the Mortgagee shall thereafter have no rights hereunder, saving and excepting those provided in Section 12.2 and those that shall have theretofore vested.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. EVENTS OF DEFAULT DEFINED. The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Lessee to pay the rents required to be paid under Section 5.3 of this Agreement at the time specified therein and continuing for a period of five days after notice by telegram, or if telegraphic service is not available then after notice by mail given to the Lessee by either the Mortgagee or the County that the payment referred to in such notice has not been received.

(b) Violation of any of the covenants set forth in Section 8.8(2) and Section 8.8(4) hereof and failure of the Lessee to fulfill its obligation to purchase the Project as provided in Section 12.2 hereof.

(c) Failure by the Lessee to observe and perform any covenant, condition or agreement (other than as referred to in subsections (a) and (b) of this Section) in this Agreement on the part of the Lessee to be observed or performed, for a period of thirty days after written notice, specifying such failure and requesting that it be

(Continued on next page)