

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default. Any one or more of the following events (herein called "Events of Default") shall constitute an Event of Default: (a) if default shall be made in the due and punctual payment of any Basic Rent, additional rent or other amount payable to the County hereunder; (b) if default shall be made by the Tenant in the due performance of or compliance with any of the provisions contained in Section 10.01 hereof; (c) if the Tenant shall assign this Lease, or sublet the whole or any part of the Project, otherwise than as expressly permitted hereunder; (d) if default shall be made by the Tenant in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivisions (a), (b) or (c), and such default shall continue for 30 days after the County or the Trustee shall have given the Tenant written notice of such default (or in the case of any such default which can be cured but which cannot with due diligence be cured within such 30 day period, if the Tenant shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within 30 days that the time of the Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence); (e) if the Tenant shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its properties or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; (f) if a petition shall be filed against the Tenant seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of 30 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Tenant and such appointment shall remain unvacated or unstayed for an aggregate of 30 days (whether or not consecutive); (g) if any representation or warranty made by the Tenant herein, or made by the Tenant in any statement or certificate furnished by the Tenant in connection with the execution and delivery of this