

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1 Events of Default Defined. The following events shall be "events of default" under this Agreement and the terms "event of default" or "default", whenever such terms are used herein, shall mean:

(a) Failure of the Lessee to pay, on behalf of the County, any principal of or interest on the Note in full when due or failure of the Lessee to pay any Additional Payments, as defined in Section 12.3 hereof, or any Lease Rentals in full when due pursuant to this Agreement;

(b) Failure of the Lessee to pay when due (at stated maturity, by acceleration, or otherwise) any indebtedness respectively for borrowed money, or the occurrence of any event of default or other event specified in any agreement, note, or other instrument evidencing or relating to the indebtedness of the Lessee respectively for borrowed money the effect of which is to cause or to permit the holder or holders of such indebtedness to cause such indebtedness to become due prior to its stated maturity, or any other event which, with notice and/or lapse of time, would become such an event;

(c) Any material representation or warranty made by the Lessee herein or in the Guaranty Agreement, or made by the Lessee in any written statement or certificate furnished in connection with this Agreement, the Note, the Guaranty Agreement, or the Mortgage shall prove to have been incorrect in any material respect when made;

(d) Failure by the Lessee to perform any covenant, agreement, or undertaking set forth herein; or, failure by the Lessee to perform any covenant, agreement, or undertaking set forth in the Guaranty Agreement and such failure shall continue for a period of sixty (60) days; or

(e) The Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator of itself or of its property, (ii) be unable, or admit in writing inability, to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, or

0921

4328 RV-2