

Lease, proves untrue in any material respect as of the date of the issuance or making thereof and shall not be made good within 30 days after notice thereof to the Tenant by the County or Trustee or any holder or holders of the Bonds; (h) if the Tenant shall abandon the Project; (i) the existence of any event under the terms of any outstanding evidence of indebtedness of the Tenant or in any instrument under which any evidence of indebtedness is outstanding, coupled, if required for such purpose, with the lapse of time or with the notice plus lapse of time required to permit the obligee of any such evidence of indebtedness to accelerate the maturity thereof, or the failure to pay any such other evidence of indebtedness (or any part thereof) when it has become due and payable, whether by reason of its having been accelerated or by reason of the passage of time, provided, however, that the Tenant shall have the right to refuse to make payment of any such evidence of indebtedness without such action constituting an Event of Default hereunder if it contests, in good faith, any obligation to make any payment thereunder, and in the event that any such evidence of indebtedness exceeds the sum of \$100,000 furnishes the County with a bond or other security in an amount equal to that portion of any such evidence of indebtedness so contested which exceeds the sum of \$100,000; and (j) if an order, judgment or decree for the payment of money equal to or in excess of One Hundred Thousand Dollars (\$100,000) shall be rendered against the Tenant and the Tenant shall not, within ninety (90) days, have satisfied or discharged the same or taken appropriate action to secure a review thereof or to appeal therefrom and to secure a stay of execution pending such review or appeal.

SECTION 11.02. Remedies on Event of Default. Upon the occurrence of any Event of Default the County at its option: (i) may declare immediately due and payable an amount equal to the entire principal amount of the then outstanding Bonds together with any applicable redemption premiums specified in the Indenture and all interest accrued or to accrue on and prior to the next earliest maturity or redemption date or dates, as the case may be, on which the Trustee can pay the Bonds, or redeem the same after giving notice to the holders thereof as required by the Indenture, less moneys available for such purposes then held by the Trustee, plus any additional rental due or to become due hereunder, including, without limitation, any unpaid fees and expenses of the County or the Trustee which are then due or will become due prior to the time that the Bonds are paid in full and the trust established by the Indenture is terminated; (ii) may terminate this Lease by 30 days notice in writing specifying the termination date; (iii) may reenter and take possession of the Project, with or without terminating this Lease, and relet the Project in accordance with Section 9.03 hereof; (iv) may have