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insolvency proceeding; or corporate action shall be taken by it for the purpose of effecting any of the foregoing; or

(f) Without the application, approval, or consent of the Lessee, a proceeding shall be instituted, in any court of competent jurisdiction, seeking in respect of either of them: adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or the like of the corporation or of all or any substantial part of its assets, or other like relief in respect of either corporation under any bankruptcy or insolvency law; and, if such proceeding is being contested by such corporation in good faith, the same shall continue undismissed, or unstayed and in effect, for any period of sixty (60) consecutive days.

SECTION 10.2 Remedies on Default. Whenever any event of default referred to in Section 10.1 hereof shall have happened and be subsisting, the County or the Mortgagee, as specified, may take any one or more of the following remedial steps:

(a) The County or the Mortgagee may, at its option, declare all installments of rent payable under Section 5.3 hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable, and which amounts the Lessee hereby agrees to pay.

(b) The County, with the prior written consent of the Mortgagee, may (or upon the written direction of the Mortgagee shall) re-enter and take possession of the Project without terminating this Agreement, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rent and other payments payable by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder.

(c) The County, with the prior written consent of the Mortgagee, may (or upon the written direction of the Mortgagee shall) terminate the Lease Term, exclude the Lessee from possession of the Project and use its best efforts to lease the Project to another for the account of the Lessee, holding the Lessee liable for all rent and other amounts payable by the Lessee hereunder.

(d) In the event any amount shall at the time be outstanding and unpaid on the Note, the County or the Mortgagee may have access to and inspect, examine, and make

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