

such notice has not been received.

(b) Violation by the Lessee of any of the covenants set forth in Section 8.9(2) and Section 8.9(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 or the Guarantor to observe and perform any covenant, condition or agreement in this Agreement (other than as referred to in subsections (a) and (b) of this Section) on the part of the Lessee to be observed or performed, or in the Lease Guaranty Agreement on the part of the Guarantor to be observed or performed, for a period of sixty days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee and the Guarantor by the County or the Trustee, unless the County and the Trustee shall agree in writing to an extension of such time prior to its expiration (or in the case of any such default, other than Guarantor's failure to comply with the financial covenants set forth in the Lease Guaranty Agreement, which cannot with due diligence be cured within such 60-day period, if Lessee or Guarantor 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 such a default not susceptible of being cured with due diligence within the 60 days that the time 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).

(d) The dissolution or liquidation of the Lessee or Guarantor or the filing by the Lessee or the Guarantor of a voluntary petition in bankruptcy, or failure by the Lessee or the Guarantor promptly to lift any execution, garnishment or attachment of such consequence as will impair the ability of the Lessee to carry on its operations

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