**Section 640.200 Events of Default**

a) The entire unpaid principal of the loan, and the interest then accrued thereon, shall become and be immediately due and payable upon the written demand of the Department, without any other notice or demand of any kind or any presentment of protest, if any one of the following events (hereafter an "event of default") shall occur and be continuing at the time of such demand, whether voluntarily or involuntarily, or without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order:

1) Non-Payment of Loan – If the recipient shall fail to make payment when due of any installment of principal on the loan, or interest accrued thereon and if the failure to make payment shall remain unremedied for fifteen (15) working days.

2) Non-Payment of Other Indebtedness – If default shall be made in the payment when due of any installment of principal or of interest on any of the recipient's other indebtedness (any creditor the recipient owes) and if such default shall remain unremedied for fifteen (15) working days.

3) Incorrect Representation or Warranty – If any representation or warranty contained in, or made in connection with the execution and delivery of, the loan agreement, or in any certificate furnished pursuant hereto, shall prove to have been incorrect.

4) Default in Covenants – If the recipient shall default in the performance of any other term, covenant or agreement contained in the loan agreement, and such default shall continue unremedied for thirty (30) working days after either:

A) it becomes known to an executive officer of the recipient, or

B) written notice thereof shall have been given to the recipient by the Department.

5) Voluntary Insolvency – If the recipient shall cease to pay its debts as they mature or shall voluntarily file a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidation of its assets or to effect a repayment plan with creditors, or shall be adjudicated bankrupt, or shall make a voluntary assignment for the benefit of creditors.

6) Involuntary Insolvency – If an involuntary petition shall be filed against the recipient under any bankruptcy or insolvency law or seeking the reorganization of or the appointment of any receiver, trustee or liquidator for the recipient, or the property of the recipient, or a writ or warrant of attachment shall be issued against the property of the recipient and such petition shall not be dismissed, or such writ or warrant of attachment shall not be released or bonded within thirty (30) working days after filing or levy.

7) Judgments – If any final judgment for the payment of money that is not fully covered by liability insurance shall be rendered against the recipient, and within thirty (30) working days, shall not be discharged, or an appeal therefrom taken and execution thereon effectively stayed pending such appeal, and, if such judgment be affirmed on such appeal, the same shall not be discharged within thirty (30) working days.

b) Notice of Default – The recipient agrees to give written notice to the Department of any event, within fifteen (15) working days of the event, which constitutes an event of default.