

the judgment of the Lessee unfavorable to the Lessee.

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

(a) The County or the Assignee 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 Lessee hereby agrees to pay.

(b) The County, with the prior written consent of the Assignee, may 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 amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder; provided; that in the case of an event of default referred to in Section 10.1 (a) hereof, the County shall not be entitled to take such action until it receives written notice from the Assignee under Section 4.1 of the Note Purchase Agreement that the bank is terminating its commitment thereunder and declaring the Note to be due and payable.

(c) The County, with the prior written consent of the Assignee, may 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; provided, that in the case of an event of default referred to in Section 10.1 (a) hereof, the County shall not be entitled to take such action until it receives

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