

VA 1034 10303

(e) The County may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.

Any amounts collected pursuant to action taken under this Section shall be paid to the Mortgagee and applied to payments on the Note as they come due (by acceleration or otherwise) or, if the Note and all other amounts due under this Agreement and the Mortgage have been fully paid, to the Lessee.

No action taken pursuant to this Section (including repossession of the Project or termination of the Lease Term) shall relieve the Lessee from the Lessee's obligations pursuant to Section 5.3, Section 8.7, Section 8.8 and Section 10.2(a) hereof, all of which shall survive any such action, and the County, or the Mortgagee may take whatever action at law or in equity as may appear necessary and desirable to collect the rent and other amounts then due and thereafter to become due and/or to enforce the performance and observance of any obligation, agreement or covenant of the Lessee hereunder.

SECTION 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County or the Mortgagee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative

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