

copies of the books and records and any and all accounts, similar data, and income tax and other tax returns of the Lessee.

(e) The County and the Mortgagee may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then 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 the payment of, first, any costs incurred by the County or the Mortgagee in taking such action; second, the payment of the accrued interest on the Note; and third, the unpaid principal of the Note in the inverse order in which installments thereof become due and, if the Note has been fully paid and the Lessee is then in good standing with respect to the payment of rent hereunder and shall have paid the County and the Mortgagee all other sums due and owing hereunder, such amount shall be 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 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 and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County or the Mortgagee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the County hereunder shall also extend to the Mortgagee, and the Mortgagee and the holders of the Note shall be deemed third party beneficiaries of all covenants and agreements herein contained.