

parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

SECTION 10.2 Remedies on Default. Whenever any event of default hereunder shall have happened and be continuing, the County may take any one or more of the following remedial steps, provided that any required notice of default has been given to the Lessee by the County or the Mortgagee and the default has not been cured within any cure period provided therefor:

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

(b) The County, with the prior written consent of the Mortgagee may, or upon the written direction of the Mortgagee shall, re-enter and take possession of the Project without terminating this Lease, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rent and other payments payable by such sublessee and the rents and other amounts payable by the Lessee hereunder, provided, however, that the County shall have notified the Lessee of its intention to take such action at least 30 days prior to re-entering. The County shall be under no liability for or by reason of such entry, repossession or removal.

(c) The County, with the prior written consent of the Mortgagee may, or upon the written direction of the Mortgagee shall, 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