

written notice from the Assignee under Section 4.1 of the Note Purchase Agreement that the Assignee is terminating its commitment thereunder and declaring the Note to be due and payable.

(d) In the event any amount shall at the time be outstanding and unpaid on the Note, the County may have access to and inspect, examine and make 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 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 Assignee and applied to payments on the Note in the inverse order in which they became due, and when the Note has 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 obligation pursuant to Section 5.3 and Section 10.2 (a) hereof, each of which shall survive any such action, and the County 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 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

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