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.

- (d) In the event that any of the Note shall at the time be outstanding and unpaid, the County or the Mortgagee 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 or 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 to enforce performance and observance of any obligation, agreement, or covenant of the Lessee under this Lease.

Any amounts collected pursuant to action taken under this Section shall be paid to the Mortgagee and applied to payment of the Note. If the Note has been fully paid (whether at maturity or by prepayment as provided in the Note), 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, then such amounts 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 5.4, and Section 10.2(a) hereof, all 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.

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