declare all installments of rent payable under Section 3.01 hereof for the remainder of the lease term to be immediately due and payable, whereupon the same shall become immediately due and payable.

- (b) The County, with the prior written consent of the Trustee, may re-enter and take possession of the Project without terminating this Lease, and sublease the Project for the account of the Company for such term or terms (which may be greater or less than the period which would have otherwise constituted the balance of the lease term) as Trustee may determine, holding the Company liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Company hereunder; provided, that in the case of an event of default referred to in Section 9.01 (a) hereof, the County shall not be entitled to take such action until the eighth day after the occurrence of such event of default.
- (c) The County, with the prior written consent of the Trustee, may terminate the lease term, exclude the Company from possession of the Project and use its best efforts to lease the Project to another for the account of the Company, holding the Company liable for all rent and other amounts payable by the Company hereunder; provided, that in the case of an event of default referred to in Section 9.01 (a) hereof, the County shall not be entitled to take such action until the eighth day after the occurrence of such event of default.

(CONTINUED ON NEXT PAGE)