

pany and its agents and representatives shall have the right to enter upon any or all of the Partnership's premises and property to exercise the rights hereunder of the Company, and

(iv) sell, lease or otherwise dispose of such personal property at public sale, with or without having such personal property at one place of sale, and upon such terms and in such manner as the Company may determine, provided that unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Company shall give the Partnership at least 10 days prior written notice of the time and place of any public sale of such personal property or other intended disposition thereof (which 10 days notice the Partnership hereby agrees is reasonable notice under the circumstances); and

(c) exercise any other remedy permitted to be exercised by the beneficiary of a deed of trust or holder of a mortgage or a secured party or both under the laws of the state mentioned in Section 37 hereof.

25. Foreclosure by Power of Sale. If the Partnership Note has become due and payable whether at maturity or by reason of acceleration on account of an Event of Default or on a date fixed for any Instalment Payment or any prepayment or by declaration or otherwise, and shall not have been paid, whether at maturity or on a date fixed for any Instalment Payment or any prepayment or by declaration or otherwise, the Company may sell, assign, transfer and deliver the whole or, from time to time, any part of the Trust Estate or any interest therein, at a private sale or at public auction, with or without demand, advertisement, notice of the time or place of sale or adjournment thereof or otherwise, for cash, on credit or for such other property, for immediate or future delivery, and for such price or prices and on such terms as the Company may determine, all subject to and in accordance with applicable law.

26. The Company Authorized to Execute Deeds. The Partnership and Supermart irrevocably appoint the Company the true and lawful attorney of the Partnership and Supermart, in their name and stead and on their behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement of this Deed of Trust, whether pursuant to foreclosure or power of sale or otherwise, to execute and deliver all such deeds, bills of sale, assignments and other instruments as the Company may consider necessary or appropriate, with full power of substitution, and including appointment of trustees hereunder, and substitution thereof from time to time to effect a sale of the Property, the Partnership hereby ratifying and confirming all that such attorneys or any substitute shall lawfully do by virtue thereof. Nevertheless, if so re-