

thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) keep the Facilities insured; (iii) manage and operate the Facilities and exercise all the rights of the Corporation to the same extent as the Corporation could with respect to the same; (iv) enter into agreements with respect to the exercise by others of any of the powers herein granted to the Bank, and (v) perform all acts required of the Corporation as lessor under any lease of all or any part of the Facilities, all as the Bank from time to time may determine to be in its best interests. The Bank may collect and receive all the rents, profits and revenues (including, without limitation, the Gross Receipts of the Corporation) from the Facilities, including those past due as well as those accruing thereafter, and, after deducting (A) all those expenses of taking, holding, managing and operating the Facilities (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, replacements, additions, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other similar charges as the Bank may at its option pay; (E) other proper charges upon the Facilities or any part thereof; and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Bank, the Bank shall apply the remainder of the proceeds so received by the Bank, to the payment of the amounts due under the Reimbursement Agreement.

(d) For the purpose of carrying out the provisions of this Section, the Corporation hereby irrevocably constitutes and appoints the Bank the true and lawful attorney-in-fact of the Corporation to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these present, ratify and confirm any and all actions of said attorney-in-fact with respect to the Facilities.

(e) Whenever all amounts due under the terms of this Mortgage and the Reimbursement Agreement shall have been paid and/or all events of default cured and satisfied, the Bank may surrender possession of the Facilities to the Corporation, its successors and assigns; provided, that the same right of taking possession shall exist if any subsequent event of default shall occur and be continuing.

Section 7.4 Performance by Bank on Default by the Corporation. If the Corporation shall default in the payment, performance or observance of any covenant of this Mortgage, the Bank may, at its option (but shall be under no obligation to), pay, perform or observe the same, and all payment made or costs or expenses incurred by the Bank in connection therewith shall be an additional obligation of the Corporation and shall be secured hereby and shall be, with or without demand, immediately repaid by the Corporation to the Bank with interest thereon at the rate of interest provided for in the Reimbursement Agreement.

0637

74328 MW-27