

(3) exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code.

Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Beneficiary shall give the Company at least ten (10) days' prior notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. The Beneficiary, and its agents and representatives shall have the right to enter upon any or all of the Company's premises and property to exercise the Beneficiary's rights hereunder.

(b) In any action to foreclose this Indenture, the Trustee, to the extent permitted by law, shall be entitled as a matter of right to the appointment of a receiver of the Properties, the Improvements and the Personal Property, and the rents therefrom, without notice or demand, and without regard to the adequacy of the security for the indebtedness secured hereby or the solvency of the Company.

(c) The Company, in the event any Event of Default exists, shall, to the extent permitted by law, pay monthly in advance to the Trustee or the Beneficiary, or to any such receiver, the fair and reasonable rental value for the use and occupancy of the Properties, the Improvements and the Personal Property or such part thereof as may be in the possession of the Company. Upon default in the payment thereof, the Company shall vacate and surrender possession of the Properties, the Improvements and the Personal Property or of such part thereof to the Trustee, the Beneficiary or such receiver, as the case may be, and upon a failure so to do may be evicted by summary proceedings.

(d) In any sale under any provision of this Indenture or pursuant to any judgment or decree of court, the Trust Estate, or any part thereof, to the extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as the Trustee or the Beneficiary may elect, without regard to the right of the Company, or any person claiming under it, to the marshalling of assets.

(e) The purchaser at any such sale shall take title to the Trust Estate or the part thereof so sold free and discharged of the estate of the Company therein, the