

31.2. After an Event of Default. If and so long as an Event of Default shall have occurred and be continuing, all moneys received by the Company as aforesaid shall be applied to pay:

First: all costs and expenses (including, without limitation, reasonable attorneys' and Company's fees and expenses) (a) of the sale and of any receiver of the Trust Estate, or any part thereof, appointed pursuant to this Deed of Trust, (b) of entering upon, taking possession of, holding, operating and managing the Trust Estate or any part thereof, and (c) any taxes, assessments or other charges prior to the lien of the Deed of Trust which the Company may consider it necessary or desirable to pay.

Second: all amounts of principal, premium, if any, and interest at the time due and payable on the Partnership Note at the time outstanding (whether at stated maturity or as an instalment or by prepayment, declaration or otherwise), including interest (to the extent permitted under applicable law) at the rate of 13.45% per annum (or such lesser rate of interest as may be the maximum permitted by applicable law) on any overdue principal and premium and on any overdue interest.

Third: the balance, if any, to the Partnership and Supermart or as they may direct if all conditions to the termination specified in Section 42 shall have been fulfilled, but if any such condition shall not have been fulfilled, to be held by the Company and thereafter applied to any other payments required to be made in accordance with subdivisions First and Second inclusive above.

32. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Company shall as a matter of right (and to the extent permitted by applicable law) and without notice to the Partnership or anyone claiming under the Partnership, and without regard to the then value of the Trust Estate or the interest of the Partnership therein, be entitled to the appointment of a receiver or receivers of the Trust Estate, whether such receivership be incidental to a proposed sale of the Trust Estate or otherwise and the Partnership hereby irrevocably consents to such appointment and will not oppose such appointment.

33. Possession, Management and Income. If an Event of Default shall have occurred and be continuing, the Company, without further notice, so far as permitted by law, may enter upon and take possession of the Trust Estate or any part thereof by summary proceedings, ejectment or otherwise and may remove the Partnership and all other Persons and any and all property therefrom, and may hold, operate and manage the same