

Upon the occurrence of an event of default the Hospital, upon demand of the Trustee/Bank Agent, shall forthwith surrender the possession of, and it shall be lawful for the Trustee/Bank Agent, by such officer or agent as it may appoint, to take possession of all or any part of the Facilities, together with the books, papers and accounts of the Hospital pertaining thereto, excepting those required to be retained by the Hospital under applicable law, of which true copies will be furnished upon payment of duplicating expenses, and including the rights and the position of the Hospital under any agreement, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as by the Trustee/Bank Agent shall be deemed wise; and the Trustee/Bank Agent may lease the Facilities or any part thereof in the name and for the account of the Hospital and collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee/Bank Agent, its agents and counsel, and any charges of the Trustee/Bank Agent hereunder or under the 1982 Indenture or the 1984 Loan Agreement, and any taxes and assessments and other charges prior to the lien of this Transfer and Assignment which the Trustee/Bank Agent may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 3.12 hereof. Whenever all that is due upon the 1984 Bond and the Indenture Bonds shall have been paid and all defaults made good, the Trustee/Bank Agent shall surrender possession to the Hospital; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee/Bank Agent shall render annually to the County, the Hospital, the Bondholder, and to the holders of all coupon Indenture Bonds then registered as to principal (except to bearer) and to the owners of all fully registered Indenture Bonds at their addresses shown by the registration books, a summarized statement of income and expenditures in connection therewith.

Section 3.4. Sale of Facilities. If the Trustee/Bank Agent shall elect to sell the Facilities or proceeds to sell the Facilities pursuant to the request of the Bondholder or the holders of the Indenture Bonds, the Trustee/Bank Agent, by such officer, attorney or agent as it may appoint, shall sell the Facilities upon the terms and conditions set forth in Article IX of the Amended 1982 Mortgage.