

Section 7.2 Remedies. Whenever any event of default hereunder shall have happened and be continuing, the Bank may take any one or more of the following remedial steps:

(a) Upon the occurrence of an event of default hereunder, the Bank may, by written notice to the Corporation, declare all payments to be made by the Corporation under the Reimbursement Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable anything in the Reimbursement Agreement to the contrary notwithstanding.

(b) The Bank may take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due under the Reimbursement Agreement, and to enforce performance and observance of any agreement of the Corporation hereunder or under the Reimbursement Agreement.

Any amounts collected pursuant to action taken under this Section shall be applied in accordance with Section 7.8 hereof.

Section 7.3 Bank's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an event of default shall have occurred and be continuing, the Corporation, upon demand of the Bank, shall forthwith surrender to the Bank the actual possession of the Facilities and, to the extent permitted by law, the Bank itself, or by such officers or agents or designees as it may appoint, may enter and take possession of all or any part of the Facilities without the appointment of a receiver, or an application therefor, and may exclude the Corporation and its agents and employees wholly therefrom, and may have joint access with the Corporation to the books, papers and accounts of the Corporation.

(b) If the Corporation shall for any reason fail to surrender or deliver the Facilities or any part thereof after such demand by the Bank, the Bank may obtain a judgment or decree conferring upon the Bank the right to immediate possession or requiring the Corporation to deliver immediate possession of the Facilities to the Bank, to the entry of which judgment or decree the Corporation hereby specifically consents. The Corporation will pay to the Bank, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to the Bank's attorneys and agents; and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession, the Bank may hold, store, use, operate, manage and control the Facilities and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, replacements, additions, and improvements thereto and

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