

(b) Upon every such entering and taking of possession, the Lender may hold, store, use, operate, manage, control, and maintain the premises and conduct the business thereof, and from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the premises insured; (iii) manage and operate the premises and exercise all the rights and powers of the Borrower in its name or otherwise, with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender; all as the Lender may from time to time determine to be to its best advantage; and the Lender may collect and receive all of the income, rents, profits, issues and revenues of the premises, including the past due as well as those accruing thereafter and, after deducting (aa) all expenses of taking, holding, managing and operating the premises (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this indenture as the Lender may determine to pay, (ee) other proper charges upon the premises or any part thereof and (ff) the reasonable compensation and expenses of attorneys and agents of the Lender, shall apply the remainder of the money so received by the Lender, first to the payment of accrued interest and late charges; then to the payment of escrow deposits required in paragraph 1.02 and finally to the payment of overdue installments of principal.

(c) For the purpose of carrying out the provisions of this paragraph 2.03, the Borrower hereby constitutes and appoints the Lender the true and lawful attorney in fact of the Borrower to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the premises.

(d) Whenever all such events of default have been cured and satisfied, the Lender shall surrender possession of the premises to the Borrower, provided that the right of the Lender to take possession, from time to time, pursuant to subparagraph 2.03 (a) shall exist if any subsequent event of default shall occur and be continuing.

2.04 Appointment of a Receiver.

(a) If an event of default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the premises and to collect the rents, profits issues, and revenues thereof.

(b) The Borrower will pay to the Lender upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this paragraph 2.04; and all such expenses shall be secured by this indenture.