

hereby specifically covenants and agrees that the Company will not oppose, contest or otherwise hinder or delay the Trustee in any action or proceeding by the Trustee to obtain such judgment or decree. The Company will pay to the Trustee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to the Trustee, its attorney's and agents, and all such expenses and compensation shall, until paid, become part of the indebtedness secured hereby. Upon every such entering upon or taking possession, the Trustee may hold, store, use, operate, manage and control the Project and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, 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 Project insured; (iii) manage and operate the Project and exercise all the rights and powers of the Company to the same extent as the Company could in its own name or otherwise act 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 to the Trustee, all as the Trustee from time to time may determine in good faith to be in the best interest of the holders of the Bonds. The Trustee may collect and receive all the income, rents, issues, profits and revenues from the Project, including those past due as well as those accruing thereafter, and the Trustee may apply any monies and proceeds received by the Trustee, in whatever order or priority the Trustee in its sole discretion may determine, to the payment of (i) all expenses of taking, holding, managing and operating the Project (including compensation for the services of all persons employed for such purposes); (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (iii) the cost of such insurance; (iv) such taxes, assessments and other similar charges as the Trustee may at its option pay; (v) other proper charges upon the Project or any part thereof; (vi) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Trustee and the holders of the Bonds; (vii) accrued interest on the Bonds; (viii) sums required to be paid under this Mortgage; or (ix) overdue installments of principal on the Bonds. Anything herein to the contrary notwithstanding, the Trustee shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as the result of any exercise by the Trustee of its rights under this Mortgage, and the Trustee shall be liable to account only for the rents,