

time determine to be to its best advantage. The Issuer may collect and receive all the rents, issues, profits and revenues (including, without limitation, the Gross Receipts of the Corporation) from the Facilities, including those past due as well as those accruing thereafter, and, after deducting (A) all those expenses of taking, holding, managing and operating the Facilities (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other similar charges as the Issuer may at its option pay; (E) other proper charges upon the Facilities or any part thereof; and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Issuer, the Issuer shall apply the remainder of the moneys and proceeds so received by the Issuer, to the payment of the amounts due under the Agreement.

(d) For the purpose of carrying out the provisions of this Section, the Corporation hereby irrevocably constitutes and appoints the Issuer the true and lawful attorney-in-fact of the Corporation 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 with respect to the Facilities.

(e) Whenever all amounts due under the terms of this Mortgage and the Agreement shall have been paid and all events of default cured and satisfied, the Issuer may surrender possession of the Facilities to the Corporation, its successors and assigns; provided, that the same right of taking possession shall exist if any subsequent event of default shall occur and be continuing.

Section 9.4. Performance by Issuer on Default by the Corporation. If the Corporation shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage, the Issuer may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Issuer in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Corporation to the Issuer with interest thereon at the rate of 1% per annum above Prime Rate.