

SECTION 5.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 5.04. Attorney's Fees and Expenses. Following any Event of Default, if under any of the provisions of this Agreement the Lender should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Corporation herein contained, the Corporation agrees that it will on demand therefor pay to the Lender the reasonable fees of such attorneys and such other expenses so incurred and that such obligation shall be secured hereby just as any other sum due and payable under the Note.

SECTION 5.05. Surrender of Possession of Mortgaged Property. Upon the occurrence of an Event of Default and while such Event of Default shall be continuing, but only if and to the extent then permitted by applicable law, the Corporation, upon demand of the Lender, shall forthwith surrender to the Lender possession of the Mortgaged Property, together with the books and records of the Corporation pertaining thereto and its rights to hold, operate and manage the same. If an Event of Default shall have occurred and be continuing, and to the extent then permitted by applicable law, the Lender, personally or by its agents or attorneys, may enter into and take possession of the Mortgaged Property and forthwith operate and manage the same and exercise all rights, powers and franchises of the Corporation in respect thereto, including the making of all needful repairs and improvements to the Mortgaged Property as the Lender may deem wise and lease the Mortgaged Property or any portion thereof in the name and for the account of the Corporation. The Lender may: (i) collect and receive the rents and revenues from the Mortgaged Property; (ii) pay all proper costs and expenses of taking, holding and managing the same, which the Lender may deem it wise to pay, including reasonable compensation to the Lender, its agents and counsel, any charges of the Lender