

Facilities (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, replacements, additions, 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 proceeds so received by the Issuer, to the payment of the amounts due under the the Note and 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, the Note and the Agreement shall have been paid and/or 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 8.4. Performance by Issuer on Default by the Corporation. If the Corporation shall default in the payment, performance or observance of any covenant of this Mortgage, the Issuer may, at its option (but shall be under no obligation to), pay, perform or observe the same, and all payments made or costs or expenses incurred by the Issuer in connection therewith shall be an additional obligation of the Corporation and shall be secured hereby and shall be, with or without demand, immediately repaid by the Corporation to the Issuer with interest thereon at the rate of 1% per annum above the Prime Rate.

The Issuer shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Issuer is hereby empowered to enter and to authorize others to enter upon the Facilities or any part thereof for the purpose of performing or observing any such defaulted covenant without thereby becoming liable to the Corporation or any person in possession holding under the Corporation. The Corporation expressly acknowledges however, that notwithstanding anything contained in this Section to the contrary the Issuer shall not be obligated under this Section to incur any expense or to perform any act whatsoever.