

22. Remedies of Noteholders, etc. 22.1. Legal

Proceedings. If an Event of Default shall have occurred and be continuing, the holder of any Notes at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law.

22.2. Cost of Collection. If the Company shall fail to pay any principal or premium, if any, or interest on any Notes, the Company will pay to the holder thereof such further amount as shall be sufficient to cover the cost and expense of collection, including, without limitation, reasonable attorneys' fees.

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22.3. Notice of Claimed Default. If the holder of any Note shall serve any notice or demand or take any other action in respect of a claimed default, the Company will forthwith give written notice thereof to the Mortgagee and to all other holders of the Notes at the time outstanding describing the notice, demand or action and the nature of the claimed default.

22.4. No Waiver. Neither failure nor delay on the part of the holder of any Note to exercise any right, remedy, power or privilege provided for herein or therein or by statute or at law or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. Possession, Management and Income. If an Event of Default shall have occurred and be continuing, the Mortgagee, to the extent permitted under applicable law, without further notice, may enter upon and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise and may remove the Company and all other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof. The Mortgagee shall be under no liability for or by reason of any such entry, taking of possession, removal, holding, operation or management, except that any amounts so received by the Mortgagee shall be applied as provided in section 32.