

shall state the time, place and method fixed for such sale and (y) an agreement to sell all or any part of the Collateral shall be treated as a sale thereof, and Mortgagee shall be free to carry out such sale pursuant to such agreement and the Trust shall not be entitled to the return of any of the Collateral subject thereto, notwithstanding the fact that after Mortgagee shall have entered into such an agreement all Events of Default may have been remedied or the obligations may have been paid in full; and/or

(e) exercise all rights and remedies under applicable law, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code.

VIII

APPLICATION OF PROCEEDS

Section 8.01. Except as expressly provided elsewhere in this Agreement, all proceeds of the sale of Collateral by Mortgagee hereunder, and all other monies received by Mortgagee pursuant to the terms of this Agreement (whether through the exercise by Mortgagee of its rights of foreclosure or otherwise) shall be applied, as promptly as is practicable after the receipt thereof by Mortgagee, as follows:

FIRST: to the equal and ratable payment of all reasonable fees and expenses incurred by Mortgagee or any custodian, nominee, mortgagee or trustee appointed by Mortgagee, if not previously paid by the Trust, and all expenses incurred by Mortgagee in connection with any sale of the Collateral (including, but not limited to, the expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, all court costs and reasonable fees of counsel to Mortgagee in connection therewith), to the payment of all expenses of Mortgagee incurred in connection with this Agreement to be paid by the Trust, and to the payment of all amounts for which Mortgagee is entitled to indemnification hereunder and under the Loan Agreement and all advances made by Mortgagee hereunder for the account of the Trust and the payment of all costs and expenses paid or incurred by Mortgagee or any Bank in connection with the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Mortgagee or such Bank by the Trust;

SECOND: to the ratable payment to each Bank of the interest then due and payable with respect to the Loans of each Bank;

THIRD: to the ratable payment to each Bank of any Commitment commission then due and payable pursuant to the Loan Agreement;