

provided, however, that any such sale shall be held in a commercially reasonable manner and otherwise in compliance with applicable law; and

(e) The County may proceed to protect and enforce this Mortgage and Security Agreement, the Company Note and the Loan Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper, legal or equitable remedy available under applicable law; and

(f) The County, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Collateral and to collect the rents and profits thereof. The receiver shall be entitled to perform all acts necessary and appropriate for the operation and maintenance of the Collateral including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Collateral and the execution or termination of contracts providing for the management or maintenance of the Collateral, all on such terms as are deemed best to protect the security of this Mortgage and Security Agreement. All rents collected pursuant to this