

Section 8.5. Receiver. If an event of default shall have occurred and be continuing, the Issuer, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the adequacy or value of any security for the indebtedness secured hereby or the solvency of any part bound for its payment, to the appointment of a receiver to take possession of and to operate the Facilities and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all the rights and powers permitted under the laws of the State. The Corporation shall pay to the Issuer, upon demand, all expenses, including receivers' fees, reasonable attorneys' fees, costs and agents' compensation, incurred pursuant to the provisions of this Section; and all such expenses shall, until paid, be secured by this Mortgage.

Section 8.6. Enforcement.

(a) If an event of default shall have occurred and be continuing, the Issuer, at its option, may foreclose this Mortgage in order to pay the indebtedness secured hereby and accrued interest thereon and insurance premiums, liens, fines, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, all as provided hereinabove, and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorney's fees. In case of foreclosure and sale, the Facilities may, at the option of Issuer, be sold in one parcel.

(b) If an event of default shall have occurred and be continuing, the Issuer may, in addition to and not in abrogation of the rights covered under subsection (a) hereof, either with or without entry or taking possession, proceed by suit(s) at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of any amounts due under the terms of this Mortgage, the Note or the Agreement or to enforce the performance of any covenant of this Mortgage or the Agreement or any other right, and (ii) to pursue any other remedy available to it, all as the Issuer shall determine most effectual for such purposes.

(c) If an event of default hereunder shall have occurred and be continuing, then, as to the Equipment, Inventory and Gross Receipts (hereinafter referred to collectively as the "Personal Property Collateral"), the Issuer shall at any time thereafter have the right, with or without notice to the Corporation, as to any or all of the Personal Property Collateral, by any available judicial procedure, or without judicial process, to take possession of