

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 term, covenant or condition without thereby becoming liable to the Corporation or any person in possession holding under the Corporation. The Corporation expressly acknowledges and agrees, 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.

Section 9.5. 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 occupancy or value of any security for the indebtedness secured hereby or the solvency of any party 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 of 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 9.6. 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 as hereinabove provided. 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 as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other