

possession of all of the Premises and the City Project or either of them without the appointment of a receiver, or an application therefor, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

(b) If Mortgagor or Fee Owner (or both) shall for any reason fail to surrender or deliver the Premises or any part thereof, or Mortgagor shall for any reason fail to surrender or deliver the City Project, after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor and Fee Owner to deliver immediate possession of the Premises and the City Project to Mortgagee, and Mortgagor and Fee Owner hereby specifically covenant and agree that neither Mortgagor nor Fee Owner will oppose, contest or otherwise hinder or delay Mortgagee in any action or proceeding by Mortgagee to obtain such judgment or decree. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Indebtedness and shall be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession Mortgagee may hold, store, use, operate, manage and control the Premises and the City Project and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Premises and City Project insured; (iii) manage and operate the Premises and the City Project and exercise all the rights and powers of Mortgagor and Fee Owner to the same extent as Mortgagor or Fee Owner (or both) could in its own name

O. I. N.

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