

indebtedness or to enforce this Mortgage, Mortgagee shall, as a matter of strict right and regardless of the value of the security for the amounts due hereunder or secured hereby or of the solvency of any party bound for the payment of such indebtedness, have the right to appointment on ex parte application, by any court having jurisdiction, of a receiver to take charge of, manage, preserve, protect, and operate the Premises and any business or businesses located thereon, to collect the rents, issues, profits and income thereof, to make all necessary and needed repairs, and to pay all taxes and assessments against the Premises and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including a reasonable attorneys' fee to Mortgagee's attorney, and after compensation for management of the property, to apply the net proceeds in reduction of the indebtedness hereby secured or in such manner as the court shall direct. All such expenses shall be secured by the lien of this Mortgage until paid.

The receiver or its agents shall be entitled to enter upon and take possession of any and all of the Premises, together with any and all businesses conducted and all business assets used therewith or thereon, or any part or parts thereof, and operate and conduct the business or businesses to the same extent and in the same manner as Mortgagor might lawfully do. The receiver, personally or through its agent or attorneys, may exclude the Mortgagor, and its subsidiaries, agents, servants and employees, wholly from the Premises, and have, hold, use, operate, manage, and control the same and each and every part thereof, and in the name of the Mortgagor, its subsidiaries or agents, exercise all of their rights and powers and use all of the then existing items of security and collateral, materials, current supplies, stores, and assets, and at the expense of the Premises, maintain, restore, insure, and keep insured, the properties, equipment, and apparatus provided or required for use in connection with such business or businesses, and make all such necessary and proper repairs, renewals, and replacements and all such useful alterations, additions, betterments, and improvements as receiver may deem judicious.