

(b) The Recipient, as a matter of right, without notice and without giving bond to Cincinnati or anyone claiming under it except holders of obligations specified in Section 6.08 hereof, may have appointed, and shall be entitled to the appointment of, a receiver in equity with power to charge and collect rents and to apply the revenues from the Project in accordance with the provisions of this Agreement, and such other powers as the court making the appointment may confer.

(c) The Recipient, with or without entry, may foreclose the lien on the Project created and vested by this Agreement and sell the Project, either by proceedings in equity or at public auction at such place or places as may be required by law, having first given notice of such sale by publication or otherwise as may be required by law, and upon such sale may make and deliver to the purchaser a good and sufficient deed or deeds or bill or bills of sale or assignment or assignments for the same. The Recipient may become the purchaser at any foreclosure sale if the highest bidder. Cincinnati, for it and for all who may claim through or under it, if and to the extent permitted by law, hereby expressly waives and releases all rights to have the Mortgaged Property marshalled upon any foreclosure sale, and the Recipient or any court in which the foreclosure of this Agreement is sought shall have the right to sell the Mortgaged Property as an entirety and in a single parcel or several parcels or lots in the discretion of the Recipient. Cincinnati covenants that, if and to the extent permitted by law, it will not at any time insist upon or plead, claim or take any benefit or advantage of any stay or extension law or any laws providing for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof nor after any such sale or sales claim or exercise any right to redeem the property so sold, and Cincinnati, to the extent permitted by law, hereby expressly waives for itself and on behalf of each and every person claiming by, through or under Cincinnati all benefit and advantage of any such law or laws.

(d) The Recipient may proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power herein granted, or for the foreclosure of this Agreement, or for the enforcement of any other appropriate legal or equitable remedy, as the Recipient may deem most effective to protect and enforce any of the rights or interests under this Agreement.