

agrees that all property of every nature and description, whether real or personal, covered by this Mortgage, together with all personal property used on or in connection with the Premises or any business conducted thereon by the Mortgagor and covered by separate security agreements, are encumbered as one unit, that this Mortgage and such security interests, at Mortgagee's option, may be foreclosed or sold in the same proceeding, and that all property encumbered (both realty and personalty), at Mortgagee's option, may be sold as such in one unit as a going business, subject to the provisions of applicable law.

(c) Send notifications to any and all lessees and tenants under the Leases that all Rents shall be paid to Mortgagee. Thereafter, Mortgagee shall be entitled to collect the Rents until Mortgagor cures all Events of Default and may apply the Rents collected at its sole discretion to the maintenance of the Mortgaged Property or the payment of the Obligation, in accordance with the terms of the Intercreditor Agreement.

(d) Without regard to the adequacy of any security for the Obligation, enter upon and take possession of all or any part of the Mortgaged Property, either in person or by agent or employee, or by a receiver appointed by a court of competent jurisdiction; Mortgagor shall on demand peaceably surrender possession of the Mortgaged Property to Mortgagee. Mortgagee, in its own name or in the name of Mortgagor, may operate and maintain all or any part of the Mortgaged Property to such extent as Mortgagee deems advisable, may rent and lease the same to such persons, for such periods of time, and on such terms and conditions as Mortgagee in its sole discretion may determine, and may sue for or otherwise collect any and all Rents, including those past due and unpaid. In dealing with the Mortgaged Property as a mortgagee in possession, Mortgagee shall not be subject to any liability, charge, or obligation therefor to Mortgagor, other than for wilful misconduct, and shall be entitled to operate any business then being conducted or which could be conducted thereon or therewith at the expense of and for the account of Mortgagor (and all net losses, costs and expenses thereby incurred shall be advances governed by paragraph 6.5 hereof), to the same extent as the owner thereof could do, and to apply the Rents to pay the receiver's expenses, if any, for the operation of the Mortgaged Property and then in the manner provided in paragraph 3.3 herein.

8.2 At any time after the institution of foreclosure proceedings, upon application of Mortgagee, a receiver may be appointed by any court of competent jurisdiction to take charge of all the Mortgaged Property, to manage, operate and carry on any business then being conducted or that could be conducted on the Premises, to carry on, protect, preserve, replace and repair the Mortgaged Property, and receive and collect all