

SECTION 9.04. Attorney's Fees and Expenses. In the event under any of the provisions of this Agreement the Recipient should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Cincinnati herein contained, Cincinnati agrees that it will on demand therefor pay to the Recipient the reasonable fees of such attorneys and such other reasonable expenses so incurred and that such obligation shall be secured hereby just as any other sum due and payable hereunder.

SECTION 9.05. Surrender of Possession of Project. Upon the occurrence of an Event of Default and while such Event of Default shall be continuing, but only if and to the extent then permitted by applicable law, Cincinnati, upon demand of the Recipient, shall forthwith surrender to the Recipient possession of the Project. If and to the extent then permitted by applicable law, the Recipient, personally or by its agents or attorneys may enter into and take possession of the Project and make all needful repairs and improvements to the Project as the Recipient may deem wise and lease the Project or any portion thereof for the account of Cincinnati. The Recipient may collect and receive the rents and revenues from the Project, pay all proper costs and expenses of taking, holding and managing the same (including reasonable compensation to the Recipient, its agents and counsel, any reasonable charges of the Recipient under this Agreement, any taxes and assessments and other charges prior to the lien of this Agreement which the Recipient may deem it wise to pay, and all reasonable expenses of such repairs and improvements) and apply the remainder of the moneys so received in satisfaction of the payment obligations specified in Section 4.01 hereof. Whenever such Event of Default shall have been corrected the Recipient shall surrender possession of the Project to Cincinnati, its successors and assigns.

SECTION 9.06. Additional Powers of Recipient. Upon the occurrence and during the continuation of an Event of Default, the Recipient may exercise any of the rights and powers hereinafter set forth in this section; (in addition to the powers granted to it in Section 9.02 of this Agreement).

(a) The Recipient may exercise any of the rights of a secured party under the Uniform Commercial Code of the State, as then in effect, with respect to such part of the Mortgaged Property as is covered by such Code.