

Section 9.3. Issuer's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an event of default shall have occurred and be continuing, the Corporation, upon demand of the Issuer, shall forthwith surrender to the Issuer the actual possession of the Facilities and, to the extent permitted by law, the Issuer itself, or by such officers or agents or designees as it may appoint, may enter and take possession of all or any part of the Facilities without the appointment of a receiver, or an application therefor, and may exclude the Corporation and its agents and employees wholly therefrom, and may have joint access with the Corporation to the books, papers and accounts of the Corporation.

(b) If the Corporation shall for any reason fail to surrender or deliver the Facilities or any part thereof after such demand by the Issuer, the Issuer may obtain a judgment or decree conferring upon the Issuer the right to immediate possession or requiring the Corporation to deliver immediate possession of the Facilities to the Issuer, to the entry of which judgment or decree the Corporation hereby specifically consents. The Corporation will pay to the Issuer, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to the Issuer's attorneys and agents; and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession, the Issuer may hold, store, use, operate, manage and control the Facilities 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 Facilities insured; (iii) manage and operate the Facilities and exercise all the rights and powers of the Corporation to the same extent as the Corporation could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Issuer, all as the Issuer from time to time may determine to be in its best interests; and perform all acts required of the Corporation as lessor under any lease of all or any part of the Facilities, all as the Issuer may from time to