

law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 9.05. Attorney's Fees and Expenses. Following any Event of Default, if under any of the provisions of this Agreement the Issuer or the Lender 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 the Corporation herein contained, the Corporation agrees that it will on demand therefor pay to the Issuer or the Lender the reasonable fees of such attorneys and such other expenses so incurred and that such obligation shall be secured hereby just as any other sum due and payable hereunder.

SECTION 9.06. Surrender of Possession of Mortgaged Property. 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, the Corporation, upon demand of the Issuer or Lender, shall forthwith surrender to the Lender possession of the Mortgaged Property, together with the books and records of the Corporation pertaining thereto and its rights to hold, operate and manage the same. If an Event of Default shall have occurred and be continuing, and to the extent then permitted by applicable law, the Issuer or the Lender, personally or by their agents or attorneys, may enter into and take possession of the Mortgaged Property and forthwith operate and manage the same and exercise all rights, powers and franchises of the Corporation in respect thereto, including the making of all needful repairs and improvements to the Mortgaged Property as the Issuer or the Lender may deem wise and lease the Mortgaged Property or any portion thereof in the name and for the account of the Corporation. The Issuer or the Lender may: (i) collect and receive the rents and revenues from the Mortgaged Property; (ii) pay all proper costs and expenses of taking, holding and managing the same, which the Issuer or the Lender may deem it wise to pay, including reasonable compensation to the Issuer or the Lender, their agents and counsel, any charges of the Issuer or the Lender under this Agreement, any taxes, assessments or other charges prior to the lien of this Agreement, and all expenses of such repairs and improvements; and (iii) apply the remainder of the moneys so received in accordance