

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 Plant. 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 Plant, 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 Plant 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 Plant as the Issuer or the Lender may deem wise and lease the Plant 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 Plant; (ii) pay all proper costs and expenses of taking, holding and managing the same (including reasonable compensation to the Issuer or the Lender, their agents and counsel, any charges of the Issuer or the Lender under this Agreement and any taxes and assessments and other charges prior to the lien of this Agreement, and all expenses of such repairs and improvements), which the Issuer or the Lender may deem it wise to pay; and (iii) apply the remainder of the moneys so received in accordance with the provisions of Section 6.06 of the Indenture. Whenever such Event of Default shall have been corrected the Issuer or the Lender shall surrender possession of the Plant to the Corporation, its successors and assigns.

SECTION 9.07. Additional Powers of Issuer or Lender. Upon the occurrence and during the continuation of an Event of Default, the Issuer or the Lender 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 Issuer or the Lender 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.

(b) The Issuer or the Lender, as a matter of right, without notice and without giving bond to the