and interest due upon the Notes then outstanding to the full amount thereof and all other payments, charges and costs due under this Indenture, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Trust Estate; provided, however, that in no case shall the Trustees receive a greater amount than such principal, premium and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Trust Estate and the distribution from the estate of the Company.

(c) No recovery of any judgment by the Trustees and no levy of execution under any judgment upon the Trust Estate or upon any other property of the Company shall affect, in any manner or to any extent, the lien of this Indenture upon the Trust Estate or any part thereof, or any liens, rights, powers or remedies of the Trustees hereunder of the holders of the Notes, but such liens, rights, powers and remedies shall continue unimpaired.

54

(d) Any moneys collected by the Trustees under thisSection 8.3 shall be applied by the Trustees in accordance withthe provisions of Section 8.2(e).

Section 8.4. Voluntary Appearance; Consent to Entry of Judgment; Receivers. After the happening, and during the continuance of, any Event of Default and immediately upon commencement of (i) any action, suit or other legal proceeding by the Trustees to obtain judgment for the principal of or interest or premium, if any, on the Notes and any other sums required to be paid by the Company pursuant to this Indenture or (ii) any action, suit or other legal proceeding by the Trustees of any other nature in aid of the enforcement of the Notes or of this Indenture, the Company will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, (b) consent to the entry of a judgment for such principal, interest, premium and other sums, and for the costs, expenses and compensation. of the Trustees and their agents and attorneys, and for such other relief as the Trustees may be entitled to hereunder, and (c) if required by the Trustees, consent to the appointment of one or more receivers of the Trust Estate and of the earnings, revenues, rents, issues, profits and income thereof. After the