

happening of any Event of Default, and during its continuance, or upon the filing of a bill in equity to foreclose this Indenture or to enforce the specific performance hereof or in aid thereof, or upon the commencement of any other judicial proceeding to enforce any right of the Trustees or of the holders of the Notes, the Trustees shall be entitled, as a matter of right, if they shall so elect, without notice to any other party and without regard to the adequacy of the security of the

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Trust Estate, forthwith, either before or after declaring the Notes to be due and payable, to the appointment of such a receiver or receivers. Any receiver or receivers so appointed shall have such powers as the court making the appointment shall confer, which may comprise any or all of the powers which the Trustees are authorized to exercise by the provisions of clause II of Section 8.1, and shall have the right to incur such obligations and to issue such certificates therefor as the court shall authorize.

Section 8.5. Retention of Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of the Company, or of any of its property, or of the Trust Estate or any part thereof, the Trustees shall be entitled to retain possession and control of all property now or hereafter granted, mortgaged, warranted, conveyed, pledged and/or assigned to or held by the Trustees under this Indenture.

Section 8.6. Suits by Trustee. All rights of action under this Indenture or under any of the Notes may be enforced by the Trustees without the possession of any of the Notes or the production thereof at any trial or other proceeding relative thereto. Any such suit or proceeding instituted by the Trustees shall be brought in their names as trustees (subject to the provisions of Section 9.6), and any recovery of judgment shall, subject to the rights of the Trustees, be for the ratable benefit of the holders of the Notes then outstanding.

Section 8.7. Waiver of Remedies. The Trustees shall, upon the written request of the holders of 66 2/3% in aggregate principal amount of the Notes then outstanding, waive any default hereunder and its consequences, except a default (i) in