

SECTION 6.08. *Payments Under Products Agreement and Inter-Company Agreement.* While the Company shall remain in possession of the Trust Estate, but subject to the provisions of the Assignment, the Company or NII, as the case may be, shall be entitled to collect and retain all sums due under the Pledged Contracts, without further consent of or action by the Trustees. Whenever the Company shall no longer be in possession of the Trust Estate, the Trustees or any receiver or trustee in bankruptcy or other Person who shall rightfully be in possession of the Trust Estate, may collect and retain all such sums and require and enforce the performance of any or all of the Pledged Contracts. The Trustee shall apply any of such moneys received under provisions of Article Two of the Products Agreement and under the Inter-Company Agreement to the items of Cost (as such term is defined in said Agreements) for which the same have been paid.

SECTION 6.09. *Enforcement of Pledged Contracts.* So long as an Event of Default shall not have occurred and be continuing, the Company shall, subject to the provisions of the Assignment (in the case of the Products Agreement), be entitled to require and enforce the performance of and to do or cause to be done any and all acts and things under the terms of the Pledged Contracts; *provided, however,* that upon the occurrence of an Event of Default and during the continuance thereof, the Trustees or a receiver appointed hereunder or other person who shall rightfully be in possession of the Trust Estate shall be entitled, to the extent permitted by law and if it shall so elect, to require and enforce the performance of any of the Pledged Contracts and shall be entitled and empowered to institute any action, suit or proceeding at law or in equity or otherwise under any of the Pledged Contracts and may prosecute any such action, suit or proceeding to judgment or final decree, or settle or compromise any such action, suit or proceeding prior to or after judgment or final decree, and may enforce any such judgment or final decree.

SECTION 6.10. *Changes in Pledged Contracts.* The Company will not, directly or indirectly, modify, change, waive any provision of, amend, supplement, substitute, terminate (whether or not on account of a default giving rise to a right of termination thereunder), cancel or replace any of the Pledged Contracts, or permit or become a party to any such modification, change, waiver of any provision, amendment,