

be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, under the Assignment or under the Payment Agreement. No delay or omission of the Trustees or any Bondholder in the exercise of any right or power hereunder or under the Assignment shall impair any such right or power, and every power and remedy may be exercised from time to time and as often as may be deemed expedient by the Trustees or the Bondholders.

All rights of action under this Indenture, under the Bonds, under the Assignment or under the Payment Agreement may be enforced by the Trustees without the possession of any of the Bonds and without the production thereof at any trial or other proceedings relative thereto.

During the continuance of an Event of Default, the Trustees shall be entitled, as a matter of right, if they shall so elect (i) forthwith and after or without declaring the principal of the Bonds to be due and payable, or (ii) upon the filing of a bill to foreclose this Indenture or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceedings, to the appointment of a receiver or receivers of the Trust Estate and of all the earnings, revenues, rents, issues, profits and income thereof. The Company, if requested so to do by the Trustees in writing, will consent to the appointment of any such receiver.

SECTION 8.08. *Trustees May File Proofs of Claim.* The Trustees are hereby empowered, and are hereby irrevocably appointed the true and lawful attorneys-in-fact of the respective holders of the Bonds to intervene and become a party in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings to which the Company shall be a party; to file any and all claims, proofs of debt, petitions or other documents; to execute any other papers and documents; to participate in any and all proceedings, including preparation of any plan of reorganization or other plan or proposal; to take or join in appeals from any order entered in any such proceeding; to receive payment for the Bondholders in respect of claims allowed; and to do and perform any and all acts and things which, in their judgment or as they may be advised by counsel, are necessary and desirable for the protection of the Bondholders; *provided, however*, that in no case shall the Trustees have any right to accept or consent to any plan of reorganization on behalf of any Bondholder, or waive or consent to