

continuance of an Event of Default, the Trustee shall be entitled to receive all payments made upon or with respect to any Pledged Securities and to vote and take any other action with respect thereto (including any action which the Company is herein authorized to do prior to an Event of Default) with the same force and effect as if it were the absolute owner of such Pledged Securities.

SECTION 6.06. *Pledged Contracts.* The Company has assigned to and pledged with the Trustees, contemporaneously with the execution and delivery hereof, the Pledged Contracts referred to in Granting Clause V of this Indenture. The Company represents and warrants that it has good right and lawful authority to assign and pledge such Pledged Contracts for the purposes hereof. The Company will deliver notice to the other parties to each of such Pledged Contracts of the assignment and pledge hereunder of all of the Company's right, title and interest in, to and under such Pledged Contracts.

SECTION 6.07. *Performance of Pledged Contracts.* The Company shall remain liable to observe and perform all of the conditions and covenants in the Pledged Contracts provided to be observed and performed by it. Unless and until the Trustees shall, when an Event of Default shall have occurred and be continuing, otherwise elect by instrument in writing delivered to the other party or parties to any of the Pledged Contracts (and then only to the extent the Trustees shall so elect), neither the Trustees nor the Trust Estate shall be responsible or liable in any manner or to any extent for the performance of any of the covenants or provisions of such Pledged Contracts to be performed by the Company.

SECTION 6.08. *Payments Under Pledged Contracts.* While the Company shall remain in possession of the Trust Estate, but subject to the provisions of the Assignment, the Company 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