

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 or 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 or reorganization on behalf of any Bondholder, or waive or consent to the reduction of any claim of any Bondholder; nor shall the right of any Bondholder or any committee of Bondholders to intervene in any such proceeding on his or their own behalf be prejudiced hereby or by any action of the Trustees pursuant hereto.

## ARTICLE NINE.

### CONCERNING THE TRUSTEES.

The Trustees accept the trusts hereunder and agree to perform the same, but only upon the terms and conditions hereof, including the following, to all of which the Company and the respective holders of the Bonds at any time outstanding by their acceptance thereof agree:

SECTION 9.01. *Duties of Trustees.* The Trustees undertake, except while an Event of Default actually known to the Trustees shall have occurred and be continuing, to exercise such duties and only such duties as are specifically set forth in this Indenture, and, while an Event of Default actually known to the Trustees shall have occurred and be continuing, to exercise such of the rights and powers as are vested in them by this Indenture and to use the same degree of care