

SECTION 7.04 After the happening of any event of default and immediately upon the commencement of any action, suit or other legal proceeding by the Trustees to obtain judgment for the principal of or interest on the Notes and other sums required to be paid by the Company pursuant to any provision of this Indenture, or of any other nature in aid of the enforcement of the Notes or of this Indenture, the Company will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, (b) consent to the entry of a judgment for such principal and interest and other sums, and for the lawful costs, expenses and compensation of the Trustees and of their agents or attorneys, and for such other relief as the Trustees may be entitled to hereunder, and (c) if required by the Trustees, consent to the appointment of a receiver or receivers of the Trust Estate and of all the earnings, revenues, rents, issues, profits and income thereof. After the happening of any event of default, and during its continuance unless the effect thereof shall have been waived as in this Indenture provided, 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 the giving of notice to any other party and without regard to the adequacy or inadequacy of the security of the Trust Estate, forthwith either before or after declaring the unpaid principal of 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 Subdivision II of Section 7.01, and shall have the right to incur such obligations and to issue such certificates therefor as the court shall authorize.

SECTION 7.05 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 pledged with or held by the Trustees under this Indenture.

SECTION 7.06 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 and without 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 8.02 and 8.06), and any recovery of judgment shall be, subject to the rights of the Trustees, for the ratable benefit of the holders of the Notes outstanding hereunder.

SECTION 7.07. The Trustees, upon the written request of the holders of 75% in principal amount of the Notes at the time outstanding hereunder, shall, unless the Trustees shall have sold the Trust Estate or instituted proceedings for the complete or