

Trustee or the Bank Agent under the 1982 Indenture or the 1984 Loan Agreement, respectively, and the Trustee/Bank Agent shall be entitled to retain control of, and to collect and receive the income from, all property securing the Amended 1982 Mortgage or this Transfer and Assignment.

Section 3.8. Trustee/Bank Agent May File Proofs of Claims. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the County or the Hospital or any other obligor upon the 1984 Bond or the Indenture Bonds or the property of the County or the Hospital or of such other obligor or their creditors, the Trustee/Bank Agent (irrespective of whether the principal of the 1984 Bond or the Indenture Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee/Bank Agent shall have made any demand on the County and/or the Hospital for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the 1984 Bond and the Indenture Bonds then outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee/Bank Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee/Bank Agent, its agents and counsel) and of the Bondholder and the holders of the Indenture Bonds allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by the Bondholder and each holder of any of the Indenture Bonds to make such payments to the Trustee/Bank Agent, and, in the event that the Trustee/Bank Agent shall consent to the making of such payments directly to the Bondholder and the holders of the Indenture Bonds, to pay to the Trustee/Bank Agent any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee/Bank Agent, its agents and counsel.

The Trustee/Bank Agent is hereby appointed, and the Bondholder and the successive respective holders of the Indenture