

of any holder of any Debenture to receive payment of the principal of and interest on such Debenture, on or after the respective due dates expressed in such Debenture, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the holder.

Section 5.05. No remedy herein conferred upon or reserved to the Trustee or to the holders of the Debentures issued hereunder is intended to 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 or now or hereafter existing at law or in equity or by statute.

Section 5.06. No delay or omission of the Trustee, or of any holder of any of the Debentures to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article Fifth to the Trustee or to the Debenture holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Debenture holders.

Section 5.07. The Trustee is hereby appointed, and each and every holder of the Debentures by receiving and holding the same, shall be conclusively deemed to have appointed the Trustee, the true and lawful attorney in fact of such holder, with authority to make or file (whether or not the Company shall be in default in respect of the payment of the principal of or interest on any of the Debentures), in its own name as Trustee of an express trust or otherwise as it shall deem advisable, in any receivership, insolvency, liquidation, bankruptcy, reorganization or other judicial proceedings relative to the Company, its creditors or its property, any and all claims, proofs of debt, petitions, consents, other documents and amendments if any thereof, and to receive payment of any sums that shall be distributable in any such proceedings on account of any of the Debentures, and to execute and deliver any and all other papers and documents and to do and perform any and all other acts and things, as it may deem necessary or advisable in order to enforce in any such proceedings any of the claims of any of such holders in respect of any of the Debentures; and any receiver, assignee, trustee or debtor in any such proceedings is hereby authorized, and each and every holder of the Debentures, by receiving and holding the same, shall be deemed to have authorized any such receiver, assignee, trustee or debtor, to make payment of any and all such sums to or on the order of the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including counsel fees, incurred by it down to the date of such payment; provided, however, that nothing herein contained shall be deemed to authorize or empower the Trustee to consent to or accept or adopt, on behalf of any holder of Debentures, any plan of reorganization or readjustment of the Company affecting the Debentures or the rights of any holder thereof, or to authorize or empower the Trustee to vote in respect to the claim of any holder of any Debentures in any such proceedings. The term, "Company", whenever used in this Section 5.07, shall include every other person or corporation that, at the time in question, is an obligor on the Debentures.

Section 5.08. In order to exercise the rights granted under Article Fifth and Section 8.02 hereof, the holders of Debentures desiring to exercise such rights shall exhibit the said Debentures to the Trustee and shall at the same time give written evidence to the Trustee of their desire to exercise such rights, and for the purposes of determining whether the holders of the required amount of Debentures have concurred in any such