

to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against the Company and/or any of the Consolidated Subsidiaries, its or their successors and assigns, and against any and all persons claiming the premises and property sold, or any part thereof, from, through or under the Company and/or any of the Consolidated Subsidiaries, its or their successors or assigns.

Section 12.10. No remedy herein conferred upon or reserved to the Trustees, or either of them, or the Bondholders is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative, and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default, as defined in Section 12.01 hereof, shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default, as defined in Section 12.01 hereof, whether by the Trustees or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 12.11. The Holders of not less than a majority in principal amount of the Bonds at the time Outstanding hereunder may direct the time, method and place of conducting any proceeding for any remedy available to the Trustees, or either of them, or exercising any trust or power conferred upon the Trustees, or either of them; provided, however, that such direction shall not be otherwise than in accordance with the provisions of law and this Indenture and the Trustees, or either of them, may take any other action deemed proper by them, or either of them, which is not inconsistent with such direction.

Section 12.12. Upon application of the Trustees, or either of them, to any court of competent jurisdiction, if an Event of Default shall have occurred and so long as it shall be continuing, to the extent permitted by law, a receiver may be appointed to take possession of, and to operate, maintain and manage the Mortgaged and Pledged Property or any part thereof; and in every case when a receiver of the whole or of any part of said property shall be appointed under this Section 12.12, or otherwise, the net income and profits of the Mortgaged and Pledged Property shall be paid over to, and shall be received by, the Trustees, or either of them, for the benefit of the Holders of the Outstanding Bonds to be applied as provided in Section 12.04; provided, however, that, notwithstanding the appointment of any such receiver, the Corporate Trustee shall nevertheless be entitled to retain control of, and to collect all interest and dividends or earnings on, any shares of stock, cash, bonds and other obligations which may have been pledged with it as security