

Bonds, by taking and holding the same shall be conclusively deemed to have so appointed the Trustee/Bank Agent, the true and lawful attorney in fact of the Bondholder and the respective holders of the Indenture Bonds, with authority to make or file, in the respective names of the Bondholder and the holders of the Indenture Bonds or in behalf of the Bondholder and all holders of the Indenture Bonds, as a class, any proof of debt, amendment to proof of debt, petition or other documents and to execute any other papers and documents and to do and perform any and all acts and things for and in behalf of the Bondholder and all holders of the Indenture Bonds as a class, as may be necessary or advisable in the opinion of the Trustee/Bank Agent, in order to have the respective claims of the Bondholder and the holders of the Indenture Bonds against the County or the Hospital allowed in a receivership, insolvency, liquidation, bankruptcy or other proceedings, to which the County or the Hospital, as the case may be, shall be a party as mortgagor and mortgagee of the Facilities or otherwise. The Trustee/Bank Agent shall have full power of substitution and delegation in respect of any such powers.

Section 3.9. Trustee/Bank Agent May Enforce Claims Without Possession of the 1984 Bond or the Indenture Bonds. All rights of action and claims under this Transfer and Assignment, the 1984 Bond, the Indenture Bonds, the coupons, the Amended 1982 Loan Agreement or the Amended 1982 Mortgage may be prosecuted and enforced by the Trustee/Bank Agent without the possession of the 1984 Bond or any of the Indenture Bonds or coupons or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee/Bank Agent shall be brought in its name as trustee of an express trust, and any recovery of judgment shall, after provision for payment of the reasonable compensation, expenses, disbursements and advances of the Trustee/Bank Agent, its agents and counsel, be for the ratable benefit of the Bondholder and the holders of the Indenture Bonds and coupons in respect of which such judgment has been recovered.

Section 3.10. Waiver of Rights Upon Foreclosure. Upon the occurrence of an event of default, to the extent that such right may then lawfully be waived, neither the Hospital, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of the Amended 1982 Loan Agreement, the Amended 1982 Mortgage and this Transfer and Assignment or the foreclosure of the Amended 1982 Loan Agreement, the Amended 1982 Mortgage and this Transfer and Assignment, and the Hospital, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all rights of appraisement and