

in case, in any judicial proceeding by any party other than the Trustees, a receiver or receivers of the Company shall be appointed, or a judgment or order entered for the sequestration of its property, the Trustees shall be entitled forthwith, at their option, without declaring the principal of the bonds to be due and payable, to exercise the right of entry herein conferred without awaiting the expiration of the prescribed period of default, and also any and all other rights and powers in this Indenture conferred and provided to be exercised by the Trustees upon the occurrence and continuance of default as hereinbefore provided; and, as a matter of right, the Trustees shall thereupon be entitled to the appointment of a receiver or receivers of the property and premises subject to this Indenture, and of the earnings, income, revenue, rents, issued and profits thereof, with such powers as the court making such appointment shall confer.

SECTION 16. Upon any default by the Company in the payment of the principal, interest and premium, if any, of any bonds duly called and presented for redemption in accordance with the provisions of Article IV hereof, the Trustees and the holders of the bonds shall, respectively, have the same rights and remedies herein conferred in the case of a default in the payment of the principal of the bonds.

SECTION 17. At any time hereafter before full payment of the bonds and whenever it shall deem it expedient for the better protection or security of such bonds (although then none of the events of default shall have happened), the Company, with the consent of the Trustees, may surrender and deliver to the Trustees full possession of the whole or of any part of the property, premises and interests hereby conveyed or assigned, or intended so to be, and may authorize the Trustees to collect the interest or dividends on all pledged securities, for any period, fixed or indefinite. In such event, the Trustees shall enter into and upon the property and premises so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to their right at any time subsequently, when entitled thereto by any provision hereof, to insist upon maintaining, and to maintain, such possession, though beyond the expiration of any such prescribed period; and the Trustees, from the time of their entry upon such property and premises shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this Indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article. Upon application of the Trustees and with the consent of the Company, and if none of the events of default, as hereinbefore in Section 2 of this Article defined, shall have happened and be continuing, and without such consent, if one or more of the events of default shall have happened, a receiver or receivers may be appointed to take possession of, and to operate, maintain and manage the whole or any part of the property and premises subject to this Indenture, and the Company shall transfer and deliver to such receiver or receivers (of the whole or of any part of said property and) all such property and premises wheresoever the same may be situated; and in every case, when a receiver or receivers of the whole or of any part of said property and premises shall be appointed under this Section, or otherwise, the net income and profits of such property and premises shall be paid over to and shall be received by the Trustees, for the benefit of the holders of the bonds, and shall be applied by the Trustees as provided in Section 2 of this Article provided, however that notwithstanding the appointment of any such receiver or