

and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

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SECTION 15. The Company will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of any stay or extension of law, now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisal of the property, or any part of the property, subject to this Indenture, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to a decree, judgment or order of any court of competent jurisdiction nor after any such sale or sales, will it claim or exercise any right under any statute enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any and all such law or laws, and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

SECTION 16. Upon filing a bill in equity or upon commencement of any other judicial proceedings, to enforce any right of the Trustee or the bondholder's under this Indenture, the Trustee shall be entitled to exercise the right of entry and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the happening of an event of default as hereinbefore provided; and, as matter of right, the Trustee shall be entitled to the appointment of a receiver of the premises and property subject to this Indenture, and of the earnings, income, revenue, rents, issues and profits thereof, which such powers as the court making such appointment shall confer.

SECTION 17. At any time hereafter before full payment of the First Mortgage 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 Trustee, may surrender and may deliver to the Trustee full possession of the whole or of any part of the property, premises and interests hereby or subsequently hereunder conveyed or assigned or intended so to be. In such event, the Trustee shall enter into and upon the premises and property so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid without prejudice, however, to its 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 Trustee, from the time of its entry upon such premises and property, shall operate, 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 Fifth.

Upon application of the Trustee, and with the consent of the Company, if none of the events of default shall have happened and be then continuing, and without such consent, if one or more of the events of default shall have happened and be then continuing, a receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of the property subject to this Indenture, and the Company shall transfer and deliver to such receiver all such property, wheresoever the same may be situate; and in every case when a receiver of the whole or of any part of said property shall be appointed under this Section 17, or otherwise, the net income, and profits of such property shall be paid over to and shall be received by the Trustee, for the benefit of the First Mortgage Bonds.

SECTION 18. No holder of any First Mortgage Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the payment of such bond or coupon or for the foreclosure of this Indenture, or for the execution of any trust