

other law, Federal or State, including, without limitation, Section 77 of the Federal Bankruptcy Act, or to invoke for the Company the advantage of any law in aid of debtors (other than Section 20b of the Interstate Commerce Act or other law granting similar relief) or for the appointment of a Receiver of all or any substantial part of the property of the Company, and if either (a) such application shall be made, consented to, or acquiesced in, by the Company, or (b) a Receiver shall be appointed by an order or decree of a court of competent jurisdiction and such order or decree shall continue unstayed on appeal or otherwise and in effect for a period of 60 days;

then, and in any such case, the Company agrees, subject to any valid order to the contrary of a court having jurisdiction in the premises, that the Trustees shall be entitled, as a matter of right, to the appointment of a Receiver of the trust estate, and of the earnings, rents, issues, profits, tolls, charges, revenues and income thereof with such powers as the court making such appointment shall confer and to the entry of an order directing that the earnings, rents, issues, profits, tolls, charges, revenues, and other income of the premises and property comprised in the trust estate be segregated, sequestered and impounded for the benefit of the Trustees and the holders of the Bonds; but notwithstanding the appointment of any Receiver, the Corporate Trustee shall be entitled as pledgee to retain possession and control of, and to collect all interest and dividends or earnings on, all of the pledged securities. The Company hereby irrevocably consents to the appointment of such a Receiver and to the entry of such order.

SECTION 7.02. In case any one or more of the Events of Default shall have happened and be continuing, then in any such case the Trustees, or either of them, may, and upon the written request of the holders of at least 25% in principal amount of the Bonds then outstanding shall, upon being indemnified as provided in Section 10.01 hereof, proceed to protect and to enforce the rights of the Trustees and of the holders of the Bonds, by such suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power herein granted or to prevent any impairment of the security hereof or for the foreclosure of this Indenture and the sale of the trust estate or for the enforcement of any other appropriate legal or equitable