

appeal or otherwise and in effect for a period of 60 days;

then, and in each and every such case, the Companies agree that the Trustee 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 Trustee and the holders of the Bonds; but notwithstanding the appointment of any Receiver, the 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 Companies hereby irrevocably consent to the appointment of such a Receiver and to the entry of such order.

§ 8.02. In case any one or more of the Events of Default shall have happened and be continuing, then in each and every such case the Trustee 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 § 9.01(e) hereof, proceed to protect and to enforce the rights of the Trustee and of the holders of the Bonds, by a 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 remedy, as their counsel may advise.

§ 8.03. In case any one or more of the Events of Default shall have happened and be continuing, then in each and