and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the bearers and registered owners of the bonds and/or coupons against the Company or any other obligor upon the bonds allowed in any equity receivership, insolvency, bankruptcy, liquidation, or other proceedings to which the Company or any such other obligor shall be a party or which relates to the Company or any such other obligor, or to the creditors or property of the Company or any such other obligor. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Nothing herein shall be deemed, however, to give power to the Trustee to vote the claims of the holders of the bonds or coupons in any such proceedings, or to accept or consent to any plan of reorganization, readjustment, arrangement, or composition or other like plan, or by other action of any character in any such proceeding to waive or change any right of any holder of the bonds or coupons.

The Trustee shall be entitled to recover judgment or make or file proof of debt as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien to this Indenture, and the right of the Trustee to recover such judgment or make such proof of debt shall not be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof. In case of a sale of the mortgaged property and of the application of the proceeds of sale to the payment of the bonds, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment or make or file proof of debt for any portion of the same remaining unpaid, with interest as aforesaid. No recovery of any such judgment by the Trustee or any attachment or levy of execution under any such judgment upon the trust estate or any part thereof,

or upon any other property, nor any such proof of debt, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged property or any part thereof or any lien, rights, powers or remedies of the Trustee hereunder or of the holders of the bonds; but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collected by the Trustee under this Section shall be applied as follows:

First, to the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, the reasonable compensation of the Trustee, its agents, attorneys and counsel and of necessary or proper expenses, liabilities and advances made or incurred by the Trustee, without negligence or bad faith, under this Indenture or in executing any trust or power hereunder; and

Second; to the payment of the amounts then due and unpaid upon the bonds in respect whereof such moneys shall have been collected, for principal, premium (if any) and interest, ratably and without any preference or priority of any kind (except as provided in Section 4.02) according to the amounts due and payable upon such bonds and for interest, respectively, to the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons, if any, and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

Section 9.11. Upon failure of the Company so to do, the holders of not less than twenty-five per centum (25%) in aggregate principal amount of the bonds then outstanding may make, or cause to be made, any payment (other than of the principal, premium (if any), interest and/or any sinking or purchase fund instalment in respect of the bonds of any series) which the Company by any provision of this Indenture agrees to make, and the Company covenants and agrees that it will forthwith repay to the bondholders all moneys which the bondholders shall so pay, and will pay interest thereon from the date of such pay-