

any and all other rights and powers herein conferred and provided to be exercised by the Trustees or either of them upon the occurrence of an Event of Default; and, as a matter of right, without notice or demand and without regard to the adequacy of the security for the Bonds, the Trustees or the New York Trustee shall be entitled to the appointment of a receiver of the Trust Estate, and of the tolls, earnings, revenue, rents, issues, profits and other income thereof, with all such powers as the court or courts making such appointment shall confer: but notwithstanding the appointment of any receiver, the New York Trustee shall be entitled to retain possession and control of, and to collect and receive the income from, any money, obligations, evidences of indebtedness, and other securities and property deposited or pledged with it hereunder or agreed or provided to be delivered to or deposited or pledged with it hereunder.

Section 117. The Company covenants that

(1) in case default shall be made in the payment of any interest on any Bond when and as the same shall become due and payable, and any such default shall have continued for a period of 30 days, or

(2) in case default shall be made in the payment of the principal of any Bond when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided,

then, and upon demand of the New York Trustee, the Company will pay to the New York Trustee for the benefit of the holders of the Bonds and coupons in respect of which such default shall be made, the whole amount due and payable on all such Bonds and coupons, for principal and interest, including the redemption price of any Bonds called for redemption, with interest upon the overdue principal and overdue installments of interest at the rate of 6% per annum; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own names, and as trustees of