

Bonds at the time outstanding may be made by notice in writing by such Bondholders to the Company and to the Trustee. The right of the Trustee or of the holders of not less than 25% in principal amount of Bonds at the time outstanding to make any such declaration as aforesaid, however, is subject to the condition that, if at any time after the principal of the Bonds shall have been so declared due and payable and prior to the date of maturity thereof as stated in the Bonds and before any sale of the trust estate shall have been made, all arrears of interest upon all such Bonds (with interest, if and to the extent permitted by law, at the rate specified in such Bonds on any overdue installment of interest) and the expenses of the Trustees, their agents and attorneys shall either be paid by the Company or be collected and paid out of the trust estate, and all defaults as aforesaid (other than the payment of principal which has been so declared due and payable) shall have been made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the holders of more than 50% in principal amount of Bonds at the time outstanding may waive such default and its consequences and rescind such declaration (whether or not such declaration shall have been made by the Trustee or by the holders of not less than 25% in principal amount of Bonds at the time outstanding, as aforesaid); but no such waiver shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

§10.02. The Company agrees, to the full extent that it may lawfully so agree, that if an event of default shall happen and be continuing, the Company upon demand of the Trustee shall forthwith surrender to the Trustees the possession of, and it shall be lawful for the Trustees, or either of them, by such officer or agent as they may appoint, to enter and take possession of, all of the trust estate and to hold, operate and manage the same and from time to time make all necessary repairs and such alterations, additions, advances and improvements as the Trustee may deem wise; and to receive the rents, income and profits thereof and use the same to pay all proper costs and expenses of so taking, holding and managing the trust estate, including reasonable compensation to and all charges hereunder of the Trustees,