

in the Indenture contained shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay the principal of, premium, if any, and interest on, the Bonds to the respective holders thereof, in the manner and at the time and places therein respectively expressed, nor shall affect or impair the right of the respective holders of the Bonds by any action at law to enforce such payment.

SECTION 8.06. *Application of Proceeds of Sale.* The proceeds realized from any foreclosure, sale or other action or proceeding to realize on the security hereunder, together with any other moneys then held by the Trustees as part of the Trust Estate and (if the principal of all of the Bonds shall have become and shall then be due and payable) all moneys collected by the Trustee under the Assignment and the Payment Agreement, shall be applied, notwithstanding any provision to the contrary contained in this Indenture and, as the Trustees may in their discretion determine, as follows:

FIRST: To the payment of all costs and expenses incurred, including reasonable compensation to the Trustees, their agents and counsel, repayment of any advances or disbursements incurred by the Trustees with interest thereon at 6% per annum, payment of any amounts due the Trustees pursuant to Section 9.04, and to the payment of all taxes, assessments or liens prior to the lien of the Indenture, except any subject to which the property shall have been sold;

SECOND: To the payment of all amounts owing and unpaid for principal and interest on the Bonds, with interest on the overdue principal at the rate of 6% per annum; and

THIRD: To the payment of the surplus, if any, to the Company, or to whomsoever may be lawfully entitled to receive the same, or as the Court having jurisdiction of the proceedings may order and direct.

Any payments made pursuant to this Section 8.06 shall be made ratably, as nearly as may be practicable, to all holders of the Bonds entitled thereto without discrimination or preference.

SECTION 8.07. *Remedies Cumulative: Trustees May Enforce Rights without Bonds; and Appointment of Receiver.* No remedy conferred upon or reserved to the Trustees or the Bondholders is intended to