

Upon the written request of the holder of the note then outstanding, in case of the happening of any Event of Default, if the same shall not have been remedied, it shall be the duty of the Trustee to take all such steps for the protection and enforcement of its rights and the rights of the holder of the note or to take such appropriate judicial proceedings as the Trustee, being advised by counsel, shall deem most expedient in the interest of the holder of the note.

3. Notice of Sale. Notice of any sale under the power of sale herein granted shall state the time when and the place where the same is to be made, and shall contain a brief description of the property to be sold, and such other matters as may be required by law, and shall be sufficiently given if published once in each of four successive calendar weeks prior to such sale in one authorized newspaper in each county in which any of such property is located (upon any day of the week and in any such newspaper, the first publication to be made not less than thirty days nor more than sixty days prior to such sale), and in such other manner as may be required by law. The Trustee may from time to time adjourn any sale to be made under the power of sale granted by the Indenture, by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication except such as may be required by applicable law, may make such sale at the time and place to which the same shall have been so adjourned.

4. Deeds to Purchasers; Application of Bonds Towards Purchase Price; Application of Proceeds. The Trustee hereunder at such time is hereby irrevocably appointed the true and lawful attorney of the Company,