

II. *Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration.* During the continuance of any such Event of Default, (i) the Trustees may, and upon the written request of the holders of at least 66 $\frac{2}{3}$ % in principal amount of the Notes then outstanding shall, by notice to the Company, or (ii) the holders of at least 66 $\frac{2}{3}$ % in principal amount of the Notes then outstanding may, by written notice to the Company and the Trustee, declare the principal of all the Notes then outstanding (if not then due and payable) to be due and payable immediately, and upon any such declaration the principal of the Notes shall become and be immediately due and payable, anything in the Notes or in this Indenture contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of the Notes shall have been so declared and become due and payable, and prior to the date of any sale of any part of the Trust Estate pursuant to this Article, all arrears of interest, if any, upon all the Notes then outstanding and the expenses of the Trustees shall be paid by the Company, and every other default in the observance or performance of any covenant, condition or agreement in the Notes or in this Indenture contained shall be made good, or be 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 at least 66 $\frac{2}{3}$ % in principal amount of the Notes then outstanding, by written notice to the Company and to the Trustee, may waive the Event of Default by reason of which the principal of the Notes shall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

III. *Trustees May Enter and Take Possession, Operate and Apply Income.* During the continuance of any such Event of Default the Trustees personally, or by their agents or attorneys, may enter into and upon all or any part of the Trust Estate, and each and every part thereof, and may exclude the Company, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Trust Estate and conduct the business thereof, either in the name of the Company or by its or their superintendents, managers, agents, servants, attorneys, receivers or trustees and may exercise all the rights and powers of the Company; and upon every such entry, the Trustees at the expense of the Trust Estate, from time to time, either by purchase, repairs or construction, may maintain and restore the Trust Estate whereof it shall become possessed, as aforesaid, and may insure and reinsure the same, as may seem to them to be judicious; and likewise, from time to time at the expense of the Trust Estate, the Trustees may make all necessary or proper repairs, renewals and replacements, and alterations, additions, betterments and improvements thereto and thereon as to them may seem judicious; and in such case the Trustees shall have the right to manage and operate the Trust Estate and to carry on the business thereof and exercise all rights and powers of the Company therein either in the name of the Company or otherwise as they shall deem best; and the Trustees shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and every part thereof; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurances and prior or other proper charges upon the Trust Estate or any part thereof, as well as all advances by the Trustee and reasonable compensation for the services of the Trustees and for all counsel and agents and clerks and other employees by them properly engaged and employed, the Trustees shall apply the moneys arising as aforesaid as follows:

- (1) in case the principal of the Notes shall not have become due, first, to the payment of the Instalment Payments and any other payments of principal of the Notes and interest thereon, when and as the same shall become payable and, second, to the payment of any other sums required to be paid by the Company under this Indenture; or
- (2) in case the principal of the Notes shall have become due by declaration or otherwise, in the order of priorities and amounts set forth in Section 7.08; or
- (3) in case the principal of the Notes shall not have become due and there exists no Default in the payment of any Instalment Payment on the Notes, then to the remedying of any other Default or Event of Default then existing.