

and purchase the property being sold, and upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in his or their own absolute right without further accountability; and any purchaser at any such sale may, in paying the purchase price, turn in any of the Notes in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Said Notes, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after a notation of such partial payment shall have been made thereon.

SECTION 7.10. *Payment of Defaulted Amounts on Demand of Trustees.* In case the Company shall

(a) fail to pay any interest or Instalment Payment on any Note when and as the same shall become due and payable, as therein and herein expressed, and such failure shall have continued for a period of 10 days after notice specifying such failure and demanding that the same be remedied shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of at least 25% of the principal amount of the Notes then outstanding; or

(b) fail to pay the principal of any Note, other than an Instalment Payment on such Note, when and as the same shall become due and payable, whether at maturity or upon designation for prepayment or by declaration, or upon a sale as in Section 7.07 hereof provided, or otherwise;

then upon written demand of the Trustees the Company will pay to the Trustee for the benefit of the holders of the Notes then outstanding, the whole amount which then shall have become due and payable on all the Notes then outstanding for interest or principal or both, as the case may be, and in addition thereto such further amount as shall be sufficient to cover the cost and expenses of collection, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and any expenses or liabilities incurred by the Trustees hereunder.

SECTION 7.11. *Trustees May Enforce Demand.* In case the Company shall have failed to pay such whole amount of principal and interest and other amounts upon demand made pursuant to Section 7.10, the Trustees, in their own names and as trustees of an express trust, shall be entitled and empowered to institute such actions or proceedings at law or in equity as they may be advised by counsel for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Company, and collect the moneys adjudged or decreed to be payable out of the property of the Company wherever situated, in the manner provided by law.

The Trustees shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency or any proceedings for the enforcement of the lien of this Indenture; and the right of the Trustees to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof; and in case of a sale of the Trust Estate, and of the application of the proceeds of sale, as in Section 7.08 provided, to the payment of the debt hereby secured, the Trustees, in their own names and as trustees of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Notes then outstanding for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest.

No recovery of any judgment by the Trustees and no levy of an execution under any judgment upon the Trust Estate or upon any other property, shall affect the lien of this Indenture upon the Trust Estate or any part thereof, or any lien, rights, powers or remedies of the Trustees hereunder, or any lien, rights, powers or remedies of the holders of the Notes, but such lien, rights, powers and remedies of the Trustees and of the holders of the Notes shall continue unimpaired as before.

