

applicable to the payment of and which shall have been credited upon the Bonds and coupons so presented; and at any such sale, any holder of Bonds may bid for, and purchase, such property, and may make payment therefor as aforesaid, and, upon compliance with the terms of said sale, may hold, retain and dispose of such property without further accountability therefor.

SECTION 7.09. The Company covenants that (a) if default shall be made in the payment of any installment of interest on any Bond when and as the same shall become due and payable as provided in this Indenture, and such default shall have continued for 30 days, or (b) if default shall be made in the payment of the principal of, or the premium on, any Bond when the same shall become due and payable, whether at maturity or upon call for redemption for any sinking fund or otherwise or by declaration as provided in Section 7.03 hereof or upon a sale of the trust estate as provided in Section 7.06 hereof, or otherwise as in this Indenture provided, then upon demand of the Trustees the Company will pay to the Trustees for the benefit of the holders of the Bonds and coupons the whole amount then owing on the Bonds and coupons, for principal and premium, if any, or for interest, or both, as the case may be, with interest on the principal and, to the extent permitted by law, any overdue installments of interest from the respective dates when the same became payable, at the respective rates carried by the Bonds; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own names or as trustees of an express trust, or both, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustees shall be entitled to recover judgment, as aforesaid, either before, or after, or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the trust estate, and the right of the Trustees to recover such judgment shall not be affected by any 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 as a whole, or any parcel thereof, and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustees, in their own names or as trustees of an express trust, or both, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the Bonds and coupons hereby secured and 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 thereon as above provided.