

1229-1163

(a) take immediate possession of the Trust Estate, collect and receive all credits, outstanding accounts and bills receivable of the Corporation, and all rents, income, revenues, and profits pertaining to or arising from the Trust Estate, or any part thereof, and issue binding receipts therefor; and manage, control, and operate the Trust Estate as fully as the Corporation might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(b) proceed to protect and enforce its rights and the rights of noteholders under this Indenture by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure hereof or hereunder, or for the sale of the Trust Estate, or any part thereof, or to collect the debts hereby secured, or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed most effectual to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit the Trustee shall have the right to have appointed a receiver of the Trust Estate and of all rents, income, revenues, and profits pertaining thereto or arising therefrom derived, received, or had from the time of the commencement of such action or suit, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if the Trustee shall make application for the appointment of a receiver the Corporation hereby expressly consents that the court to which such application shall be made may make said appointment; and

(c) sell or cause to be sold all and singular the Trust Estate, or any part thereof, and all right, title, interest, claim and demand of the Corporation therein or thereto, at public auction at such place in any county in which the property to be sold, or any part thereof, is located, at such time and upon such terms as may be specified in a notice of sale which shall state the time when and the place where the sale is to be held, shall contain a brief general description of the property to be sold, and shall be given by mailing a copy thereof to the Corporation at least fifteen (15) days prior to the date fixed for such sale and by publishing the same once in each week for two successive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said county or, if no such newspaper is published in such county, in a newspaper of general circulation in such county, the first such publication to be not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for such sale; any sale to be made under this subsection (c) of this section 2 may be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication the sale may be had at the time and place to which the same shall be adjourned; provided, however, that in the event another or different notice of sale or another or different manner of conducting the same shall be required by law the notice of sale shall be given or the sale shall be conducted as the case may be, in accordance with the applicable provisions of law;

Nothing herein contained shall, however, affect or impair the right, which is absolute and unconditional, of any holder of any note secured hereby to enforce the payment of the interest on or principal of such note on the date or dates any such interest or principal shall become due and payable in accordance with the terms of such note.

Ref. Tol. Indt. Com. T-22
1-610

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VELOCITE III

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