

perpetual bar both at law and in equity against the Company, its successors or assigns.

(c) The receipt of the Trustee for the purchase money paid as a result of any such sale shall be a sufficient discharge therefor to any purchaser of the property or rights or any part thereof sold as aforesaid; and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or shall be answerable in any manner whatsoever for any loss, misapplication or nonapplication of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(d) In the event of any sale made under or by virtue of this Article VII (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of and interest on the Bonds, if not previously due and payable, and all other sums required to be paid by the Company pursuant to this Indenture, immediately thereupon shall, anything in the Bonds or in this Indenture to the contrary notwithstanding, become due and payable.

(e) The purchase money, proceeds or avails of any sale made under or by virtue of this Article VII, together with any other sums which then may be held by the Trustee under this Indenture as part of the Trust Estate or the proceeds thereof, whether under the provisions of this Article VII or otherwise, shall be applied as follows:

FIRST: To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents and counsel, (and including, without limitation, the fees and disbursements of counsel on appeal and any abstractor's costs or court costs) and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and advances made or furnished or incurred by the Trustee or the holders of the Bonds under this Indenture together with interest at the rate of 10% per annum (or such lesser amount as may be the maximum amount permitted by law) on all such advances, liabilities and expenses and all taxes,

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[4328 RV.2]