

holder of the Bonds then outstanding may bid for and purchase the property and rights to be sold and may make payment therefor as aforesaid; and upon compliance with the terms of sale may hold, retain and dispose of such property and rights without further accountability.

(g) Upon 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 Trustee on behalf of the holders of Bonds then outstanding may bid for and acquire the Trust Estate or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Company secured by this Indenture the net proceeds of sale after the deduction of all costs, expenses, compensations and other charges to be paid therefrom as herein provided and any other sums which the Trustee is authorized to deduct under this Indenture. The person making such sale shall accept such settlement without requiring the production of any of the Bonds and without such production there shall be deemed credited thereon the pro rata share of the net proceeds of sale ascertained and established as aforesaid. The trustee, upon so acquiring the Trust Estate or any part thereof, shall be entitled to hold, lease, rent, operate, manage or sell the same in any manner provided by applicable laws.

SECTION 7.3. Recovery of Judgment. (a) In case an Event of Default described in clause (b) of Section 7.1 shall have happened and be continuing, then, upon written demand of the Trustee, the Company will pay to the Trustee for the benefit of the holders of the Bonds then outstanding the whole amount which then shall have become due and payable on all such Bonds then outstanding for principal or interest, as the case may be, and the sums required to be paid by the Company pursuant to any provision of this Indenture, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to the Trustee, its agents and counsel, including the fees and expenses of counsel incurred by reason of any appeal, and any expenses or liabilities incurred by the Trustee hereunder. In case the Company shall fail forthwith to pay such amounts upon such demand, the Trustee in its own name and as trustee of an express trust, shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and

9.3.5.5

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