

made ratable to the persons or parties entitled thereto, without discrimination or preference.

Whenever all that is due upon such interest installments and upon the principal of such Bonds, and as premium, if any, thereon, and under any of the terms of this Indenture, shall have been paid and all defaults made good, the Trustee shall surrender possession to the Company, its successors or assigns. The same right of entry, however, shall exist upon any subsequent default.

§ 11.02. If an event of default shall happen and be continuing, then, and in every such case, the Trustee may, if and to the extent permitted by law, by such officer or agent as they may appoint, with or without entry, sell the trust estate as an entirety or in such parcels as the holders of more than 50% in principal amount of Bonds at the time outstanding shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at some convenient place in the Borough of Manhattan, The City of New York, or at such other place or places as may be required by law, having first published notice of such sale in an authorized newspaper in the Borough of Manhattan, The City of New York, and in an authorized newspaper in each of the cities in which the principal of any of the Bonds is payable, at least once in each of four successive calendar weeks preceding such sale, and having given any other notice which may be required by law; and the Trustee may from time to time adjourn such sale in its discretion by announcement at the time and place appointed for such sale or for such adjourned sale or sales without further notice except such as may be required by law; and upon such sale the Trustee shall make or deliver to the purchaser or purchasers a good and sufficient deed or deeds for the same. The Trustee and their successors are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stand, to make all necessary conveyances, assignments and transfers of property thus sold; and for that purpose they may execute all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more persons, firms or corporations with like power, the Company hereby ratifying and confirming all that its said attorneys, or such sub-

stitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, if so requested by the Trustee or by any purchaser, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustee or to such purchaser or purchasers all proper conveyances, assignments, instruments of transfer, and releases as may be designated in any such request.

§ 11.04. If an event of default shall happen and be continuing, then, and in every such case, the Trustee may in their discretion, and shall, at the request in writing of the holders of more than 50% in principal amount of Bonds at the time outstanding proceed by suit or suits at law or in equity or by any other appropriate remedy to enforce payment of the Bonds and to foreclose this Indenture and to sell the trust estate under a judgment or decree of a court or courts of competent jurisdiction, or by the enforcement of any other appropriate legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce any of their rights or any of the rights of the Bondholders.

§ 11.05. Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, the principal of all Bonds, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable.

§ 11.06. Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the whole of the trust estate shall be sold in one parcel as an entirety, unless such sale as an entirety, in the judgment of the Trustee, shall be impracticable by reason of some statute or other cause, or unless the holders of more than 50% in principal amount of Bonds at the time outstanding shall in writing request the Trustee to cause the trust estate to be sold in parcels, in which case the sale shall be made in such parcels and in such order as may be specified in such request, but, if not so specified, as the Trustee in its discretion shall deem most expedient in the interest of the Bondholders. The Company, to the full extent that it may lawfully do so, for itself, and for all who may claim through or under