principal amount of the outstanding Notes (including not less than 25% in principal amount of Series A Notes outstanding), shall

(1) sell to the highest bidder, at one or more sales all and singular the Trust Estate, and all estate, right, title and interest, and claim and demand therein, and right of redemption whereof, as an entity or in parcels, such sale or sales to be made at such time and place and upon such terms as the Trustees may fix and specify in the notice of sale to be given to the Company, or as may be required by law; or

(2) institute proceedings for the complete or partial foreclosure of this Mortgage under the provisions of the laws of the jurisdictions in which the Trust Estate is located, or any other applicable provisions of law; or

(3) take all steps needful to protect and enforce their rights and the rights of the holders of the Notes whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement in the Notes or in this Mortgage contained, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or duties hereunder or the rights of the holders of the Notes.

Section 7.02. *Sale.* (a) In the event of any sale made under or by virtue of this Mortgage, 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 Trust Estate shall be sold at the option of the Trustee either (i) in one parcel and as an entirety, unless such sale as an entirety be impracticable by reason of some statute or other cause, or (ii) in such parcels and in such order as may be required by law, or, in the absence of any such requirement, as the Trustee may determine.

(b) Notice of any sale to be made under or by virtue of this Mortgage shall state the time when and the place where the same is to



be made, and shall contain a particular description of the Property to be sold, and shall be sufficiently given, except as otherwise provided by the laws of the State in which such Property is located, if published once in each week for two successive calendar weeks (in each instance upon any day of the week) prior to such sale in one daily newspaper published and of general circulation in the City of New York, State of New York. The Trustee shall cause notice of any sale made pursuant to the provisions of this Mortgage to be mailed to the Company; but failure so to mail any such notice shall not affect the validity of any such sale.

(c) The Trustee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by law, the Trustee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales made by the Trustees under or by virtue of this Mortgage, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, and other instruments, conveying, assigning and transferring all their estate, right, title and interest in and to the properties and rights sold. The Trustees and their successor or successors are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stead or in the name of the Trustees, to make all necessary conveyances, assignments, transfers and deliveries of the properties and rights so sold and for that purpose the Trustees may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney or attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested in writing by the Trustees, shall ratify and confirm any such sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as