

and accrued and unpaid interest and premium, if any, thereon, to be due and payable immediately. Upon any such declaration, the unpaid principal of the Notes and accrued and unpaid interest and premium, if any, thereon shall become and be immediately due and payable, notwithstanding any other provision contained in the Notes or in this Indenture. This provision is, however, subject to the condition that, if at any time after such declaration, and prior to the date of any sale of all or any part of the Trust Estate pursuant to this Article VIII, (i) all arrears of the principal of and interest and premium, if any, on all the Notes then outstanding, (ii) all sums paid, advanced or furnished by the Trustees or either of them or the holders of the Notes under any provision of this Indenture, together with interest thereon at the rate of 11 3/4% per annum (or such lesser rate of interest as may be the maximum permitted by applicable law), (iii) the expenses and liabilities of the Trustees shall be paid by the Company or collected out of the income from the Trust Estate, and (iv) every other default under or in respect of the Notes and this Indenture

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shall be cured or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then, with the written consent of the holders of 66 2/3% in aggregate unpaid principal amount of the Notes then outstanding, the Trustees shall waive the default resulting in such declaration, and may rescind and annul such declaration and its consequences. No such waiver, rescission or annulment shall extend to or affect any subsequent default hereunder or impair any right consequent thereon.

II. During the continuance of any Event of Default, the Trustees personally, or by their agents or attorneys, may enter into and upon all or any part of the Trust Estate or any part thereof (including any Property and any part thereof), and may exclude the Company, its agents and servants therefrom; and, the Trustees, having and holding the same, may use, operate, manage and control the Trust Estate or any part thereof and conduct the business thereof, either personally or by their superintendents, managers, agents, servants, attorneys or receivers. Upon every such entry, the Trustees may, at the expense of the Trust Estate, from time to time, either by purchase, repair or construction, maintain and restore the Trust Estate or any part thereof, and may insure and reinsure the same in such amounts and in such manner as may seem to them to be ad-