

benefit of the holders of the Notes then outstanding, (i) the whole amount then due and payable on such Notes, for principal, premium and interest, (ii) the sums required to be paid by the Company pursuant to any provision of this Indenture, (iii) such further amount as shall be sufficient to cover the cost and expenses of collection, including reasonable compensation to the Trustees, their agents and counsel and (iv) any expenses or liabilities incurred by the Trustees hereunder. In case the Company shall fail to pay such amounts upon such demand, the Trustees, in their own name and as trustees of an express trust, shall be entitled and empowered to institute such action or proceedings at law or in equity, as they may deem advisable or appropriate or as they may be advised by their counsel, for the collection of the same so due and unpaid. The Trustees may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against the Company. The Trustees may collect the moneys, so adjudged or decreed to be payable, out of the property of the Company, wherever situated, as well as out of the Trust Estate, in any manner provided by law.

(b) The Trustees shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the lien of this Indenture. The right of the Trustees to recover such judgment shall not be affected (i) by any entry or sale hereunder, (ii) by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or (iii) by the foreclosure of the lien hereof. In case of a sale of the Trust Estate, and of the application of the proceeds of sale to the payment of the indebtedness secured hereby, the Trustees, in their own name and as trustees of an express trust, shall be entitled to enforce payment of and to receive all amounts then

remaining due and unpaid upon (i) any and all of the Notes then outstanding for the benefit of the holders thereof, and (ii) all other payments, charges and costs due under this Indenture; and shall be entitled to recover judgment for any portion of the indebtedness secured hereby then remaining unpaid, with interest at the rate of 11 3/4% per annum (or such lesser rate of interest as may be the maximum permitted by law). In case of proceedings against the Company in insolvency or bankruptcy or in any proceedings for its reorganization or involving the liquidation of its assets, then the Trustees shall be entitled to prove the whole amount of principal, premium