

charges, expenses and liabilities of the Trustees, or either of them, their agents, attorneys and counsel, and all other sums then payable by the Company hereunder, including, the principal of and all accrued unpaid interest on all Bonds which shall then be payable, by declaration or otherwise, shall either be paid by or for the account of the Company or provision satisfactory to the New York Trustee shall be made for such payment, and all Events of Default hereunder shall be remedied, the Trustees shall surrender to the Company, its successors or assigns, the possession of the Trust Estate (except money, securities or property deposited or pledged, or required by the terms hereof to be deposited or pledged, with the New York Trustee hereunder or with the trustee, mortgagee or other holder of some Prior Lien), and shall pay over upon the Written Order of the Company the amount, if any there be, of any earnings, income, rents, issues and profits of the Trust Estate then remaining unexpended in the hands of the Trustees, or either of them, and thereupon the Company and the Trustees, and each of them, shall be restored to their former positions and rights hereunder in respect of the Trust Estate, but no such surrender shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 107. In case one or more of the Events of Default shall happen and shall not have been remedied, the Trustees, by their agents or attorneys, with or without entry, if the New York Trustee shall deem it advisable,

(a) may sell to the highest bidder all and singular the Trust Estate (if such sale be permitted by the laws of the jurisdiction or jurisdictions wherein the Trust Estate shall be located), such sale to be made at public auction at such place, and at such time and upon such terms as the Trustees or the New York Trustee may fix and briefly specify in the notice of sale to be given as herein provided or as may be required by law; or

(b) may proceed to protect and enforce their rights and the rights of the Bondholders under this Indenture,