

estate or the proceeds thereof, shall be applied in the following order:

**FIRST.** To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred by the Trustee under this Indenture or in executing any power or trust hereunder, and to the payment of all taxes, assessments or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;

**SECOND.** To the payment of the whole amount then owing and unpaid upon the Bonds then outstanding for principal and interest, with interest on overdue principal and overdue instalments of interest at the same rates, respectively, as were borne by the respective Bonds, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, or of the Bonds of any series over the Bonds of any other series, ratably to the aggregate of such principal and unpaid interest, subject, however, to the provisions of § 10.31. Such payments shall be made on the date fixed therefor by the Trustee, upon presentation of the several Bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid; and

**THIRD.** To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

§ 10.13. In case of any sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, the principal of all the Bonds, if not previously due, together with all accrued and unpaid interest thereon,

coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee the true and lawful attorney in fact of the respective bearers and registered owners of the Bonds and coupons issued hereunder, with authority to make and file, either in the respective names of the bearers and registered owners of the Bonds and/or coupons or in behalf of all bearers and registered owners of the Bonds and/or coupons as a class, any proof of debt, amendments to proof of debt, petition or other document in any judicial proceedings; to receive payment of any sums becoming distributable on account thereof; and to execute any other papers and documents and to do and perform any and all such acts and things, as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the bearers and registered owners of the Bonds and/or coupons against the Company allowed in any equity receivership, insolvency, liquidation, bankruptcy or other judicial proceedings to which the Company shall be a party. The Trustee shall have full power of substitution and delegation in respect of any such powers.

The Trustee shall be entitled to recover judgment or make file proof of debt as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture and the right of the Trustee to recover such judgment or make such proof of debt shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture, or the foreclosure of the lien hereof, and in the case of a sale of the mortgaged property, and of the application of the proceeds of sale to the payment of the indebtedness hereby secured, the Trustee, in its own name and as trustee

immediately thereupon shall become due and payable, any things in said Bonds or in this Indenture, contained to the contrary notwithstanding.

§ 10.14. The Company covenants that in case default shall be made in the payment of any interest on any Bond or Bonds at any time outstanding, and/or in the payment of the principal of any such Bonds when the same shall have become payable, whether at the maturity of said Bonds, by call thereof for redemption, or by a declaration as herein provided, or otherwise, then, upon demand of the Trustee, the Company will pay to the Trustee at its principal office for the benefit of the holders of the Bonds and coupons then outstanding, the whole amount then due and payable on all such Bonds and coupons then outstanding, for interest or principal, or both, as the case may be, with interest upon the overdue principal and overdue instalments of interest at the same rates, respectively, as were borne by the respective Bonds; and, in case the Company shall fail to pay the same forthwith upon such demand, the Trustee shall be entitled (a) in its own name and as trustee of an express trust, to recover judgment against the Company for the whole amount so due and unpaid, and/or (b) in its own name and as trustee of an express trust, or as attorney in fact for the bearers or registered owners of the Bonds and coupons, to file such proofs of debt, amendments to proofs of debt, petitions or other documents as may be necessary in order to have the claims of the bearers or registered owners of the Bonds and coupons allowed in any equity receivership, insolvency, liquidation, bankruptcy or other judicial proceeding involving any distribution of the assets of the Company to its creditors.

The Trustee is hereby appointed (and the successive respective bearers or registered owners of the Bonds and

tee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment or make or file proof of debt for any portion of the indebtedness remaining unpaid, with interest, as aforesaid. No recovery of any such judgment by the Trustee, nor any attachment or levy of execution under any such judgment upon the trust estate or any part thereof, or upon any other property, nor any such proof of debt, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged property of any part thereof, or any lien, rights, powers or remedies of the Trustees or of the holders of the Bonds but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee, under this § 10.14 shall be applied in the following order:

**FIRST.** To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred by the Trustee under this Indenture or in executing any trust or power hereunder; and

**SECOND.** To the payment of the amounts then due and unpaid upon the Bonds and for interest in respect whereof such moneys shall have been collected, ratably and without any preference or priority of any kind (subject to the provisions of § 10.31), according to the amounts due and payable upon such Bonds and for interest, respectively, to the debt fixed by the Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons, if any, and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.