

168

*Second.* To the payment of the whole amount then owing and unpaid upon the bonds then outstanding, for principal and premiums, if any, and interest, with interest (if and to the extent permitted by law) on the overdue installments 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 installment of interest over any other installment of interest, or of the bonds of any series over the bonds of any other series, ratably according to the aggregate so due for such principal and the accrued and unpaid interest, at the date fixed by the Trustees for the distribution of such moneys, subject, however, to the provisions of § 4.02, and any balance then remaining to the payment ratably of any such premiums; but only 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 whomsoever may be lawfully entitled to receive the same, or to a court of competent jurisdiction may direct.

§ 9.10. In case of any sale of the trust estate or any part thereof, under this Article, whether made under the power of sale herein granted, or by virtue of judicial proceedings, the principal and accrued interest on all the bonds then outstanding, if not already due, shall immediately become due and payable, anything in the bonds or in this Indenture to the contrary notwithstanding.

Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, any bondholder or bondholders may bid for and purchase the mortgaged property or any part thereof, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in its or

170

one or more such capacities, to make and file such proofs of debt, amendments to proofs of debt, claims, petitions or other documents as may be necessary or advisable in order to have the claims of the bearers or registered owners of the bonds and coupons allowed in any equity receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization or other proceeding involving any distribution of the assets of the Company or any other obligor upon the bonds to its creditors, or in any judicial proceedings relative to the Company or such other obligor, its creditors, or its property.

The Trustees are hereby irrevocably appointed (and the successive respective bearers or registered owners of the bonds and coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed (the Trustees) the true and lawful attorneys-in-fact of the respective bearers and registered owners of the bonds and coupons issued hereunder, with authority to make and file in any judicial proceeding, either in the respective names of the bearers and registered owners of the bonds and/or coupons, or on behalf of all the bearers and registered owners of the bonds and/or coupons as a class (subject to deduction from any such claim of the amounts of any claims filed by any of the bearers and registered owners of the bonds and/or coupons themselves), any proof of debt, amendment to proof of debt, claim, petition or other document; 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 Trustees in order to have the respective claims of the bearers and registered owners of the bonds and/or coupons against the Company or any other obligor upon the bonds allowed in any equity receivership, insolvency, bankruptcy, liquidation, or other proceedings to which the Company or any such other obligor shall be a party or which relates to the Company or any such other obligor, or to the creditors or property of the Company or any such other obligor. The Trustees shall have full power of substitution and delegation in respect of any such powers.

Nothing herein shall be deemed, however, to give power to the Trustees or either of them to vote the claims of the holders of the

169

their own absolute right without further accountability, and any purchaser at any such sale may, in paying the purchase money, turn in any of the bonds and coupons outstanding hereunder in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, subject however, to the provisions of § 4.02 in respect of extended, pledged and transferred coupons. Said bonds and coupons in case the amount so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after being properly stamped to show partial payment.

§ 9.11. The Company covenants that:

(1) in case it shall fail to pay interest on any bond, for a period of sixty (60) days after such interest shall have become due and payable; or

(2) in case it shall fail to pay the principal, or premium, if any, of any bond when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided;

then, and upon demand of the Principal Trustee, the Company will pay to the Principal Trustee at its office for the benefit of the holders of the bonds and coupons then secured hereby, the whole amount due and payable on all such bonds and coupons, for principal, premium (if any) and interest, including the redemption price of any bonds called for redemption, with interest upon the overdue principal and premium (if and to the extent permitted by law) overdue installments 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 Trustees, in their own name, and as trustees of an express trust, shall be entitled to recover judgment against the Company or any other obligor upon the bonds for the whole amounts so due and unpaid.

The Trustees shall be entitled and empowered either in their own names and as trustees of an express trust, or as attorneys-in-fact for the bearers or registered owners of the bonds and coupons, or in any

171

bonds or coupons in any such proceedings, or to accept or consent to any plan of reorganization, readjustment, arrangement, or composition or other like plan, or by other action of any character in any such proceeding to waive or change any right of any holder of the bonds or coupons.

The Trustees shall be entitled to recover judgment or make or 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 Trustees 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. In case of a sale of the mortgaged property and of the application of the proceeds of sale to the payment of the bonds, 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 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 same remaining unpaid, with interest as aforesaid. No recovery of any such judgment by the Trustees or any attachment or levy of execution upon 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 or any part thereof or any lien, rights, powers or remedies of the Trustees hereunder or of the holders of the bonds; but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collected by the Trustees or either of them under this Section shall be applied as follows:

*First.* To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, the reasonable compensation of the Trustees, their agents, attorneys and counsel and of necessary or proper expenses, liabilities and advances made or incurred by the Trustees, or either of them, with-