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which it or they may be entitled under the laws of any jurisdiction where any of the Mortgaged and Pledged Property may be situated. The Company, for itself and all Consolidated Subsidiaries and all who may claim through or under it or them, waive to the extent that it or they lawfully may do so, any and all right to have the estates comprised in the security intended to be created hereby marshalled upon any foreclosure of the Lien of this Indenture, and agrees that any court having jurisdiction to foreclose such Lien may sell the Mortgaged and Pledged Property in part or as an entirety.

Section 12.18. (A) The Company covenants that (a) in case default shall be made in the payment of any instalment of interest upon any of the Bonds as and when the same shall become due and payable, and such default shall have continued for a period of 30 days, or (b) in case default shall be made in the payment of the principal of, and premium, if any, on, any of the Bonds as and when the same shall have become due and payable at maturity and continuance of such default for a period of 30 days in the case of a Bond that becomes due and payable by the terms of any sinking fund, or (c) in case default shall be made in the making or satisfaction of any sinking fund payment or analogous obligation with respect to any of the Bonds as and when the same shall become due and payable, and continuance of such default for a period of 30 days then, upon demand of the Trustees, or either of them, the Company will pay to the Trustees, or either of them, for the benefit of the Holders of the Bonds, the whole amount that then shall have become due and payable on all such Bonds for principal, and premium, if any, and interest, with interest upon the overdue principal, and premium, if any, and (to the extent that payment of such interest is enforceable under applicable law) upon the overdue instalments of interest at the applicable rate borne by the Bonds and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements, and advances of the Trustees, or either of them, their, its, or his agents and counsel.

In case the Company shall fail to pay the same forthwith upon such demand, the Trustees, or either of them, in their, its or his own names or name and as trustees or trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Company or any other obligor upon the Bonds and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Bonds, wherever situated.

(B) If an Event of Default occurs and is continuing, the Trustees, or either of them, may in the exercise of discretion proceed to protect and enforce their, its or his rights and the rights of the Bondholders by such appropriate judicial proceedings as deemed most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, to enforce any other proper remedy.

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