

(C) In case of a sale of the Mortgaged and Pledged Property or any part thereof, the Trustees, or either of them, in their, its or his name and as trustees or trustee 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, for the benefit of the Holders thereof, and shall be entitled to institute and prosecute any action and enforce any judgment or final decree as aforesaid for any portion of the said debt remaining unpaid, to the extent permitted by law. No judgment or decree obtained by the Trustees, or either of them, and no levy of any execution upon the Mortgaged and Pledged Property, or upon any other property, shall in any manner, or to any extent, affect the Lien of this Indenture upon the Mortgaged and Pledged Property, or any part thereof, or any lien, rights, powers or remedies of the Trustees, or either of them, hereunder, or any lien, rights, powers, or remedies of the Bondholders, but such lien, rights, powers and remedies shall continue unimpaired as before, except as otherwise provided by law. Nothing in this paragraph herein contained shall be construed as entitling the Trustees, or either of them, to recover more than the amounts then due and unpaid upon the Outstanding Bonds, plus costs and expenses reasonably incurred in the proceedings resulting in the collection of moneys.

(D) Any moneys collected by the Trustees, or either of them, under this Section 12.18 shall be applied by the Trustees:

First. To the payment of the costs and expenses reasonably incurred (including any sums due the Trustees) in the proceedings resulting in the collection of such moneys.

Second. To the payment of the amounts then due and unpaid upon the Outstanding Bonds for principal of and the premium, if any, and the interest on the Outstanding Bonds, with interest on the overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on overdue instalments of interest at the interest rate per annum applicable to the Bonds; and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, according to the aggregate of such principal, premium and interest, without preference or priority as to any Outstanding Bond over any other Outstanding Bond or of principal, premium, if any, or interest over principal, premium, if any, or interest, or of any instalment of interest over any other instalment of interest, upon presentation of such Bonds and their surrender if fully paid, or for proper notation if only partially paid.

Third. Any surplus thereof remaining 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.

Section 12.19. All rights of action and claims under this Indenture or the Bonds may be prosecuted and enforced by the Trustees, or either of them, without the

0072

4328 RV-2