

or preference as between principal or interest, and second, to the payment of any other sums required to be paid by the Company under this Indenture.

III. The Trustees, with or without entry, personally or by their agents or attorneys, in so far as applicable, may, and upon the written request of the holders of 30% in principal amount of the outstanding Notes, shall

(1) sell to the highest bidder, all and singular the Trust Estate, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, such sale or sales to be made at such time and place and upon such terms as the Trustees may fix and specify in the notice of sale to be given to the Company, or as may be required by law; provided, however, that with respect to all or any part of the Trust Estate located in the State of Texas, such sale or sales shall be made to the highest bidder at public auction at the door of the Court House of the County in Texas in which such property is situated, on the first Tuesday of any month, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (or at such other place or places or time or times as may be required or permitted by law); or

(2) institute proceedings for the complete or partial foreclosure of this Indenture under the provisions of the laws of the jurisdiction or jurisdictions in which the Trust Estate or any part thereof is located, or any other applicable provision of law; or

(3) take all steps needful to protect and enforce its rights and the rights of the holders of the Notes whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement in the Notes or in this Indenture contained, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Trustees, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or duties hereunder or the rights of the holders of the Notes.

SECTION 7.02 (a) In the event of any sale made under or by virtue of this Indenture, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Trust Estate shall be sold at the option of the Trustees either (i) in one parcel and as an entirety, unless such sale as an entirety be impracticable by reason of some statute or other cause, or (ii) in such parcels and in such order as may be required by law, or, in the absence of any such requirement, as the Trustees may determine.