

then, and in every such case, if such default or defaults shall not have been remedied, the Trustee, by notice in writing to the Company, may, and upon the written request of the holder of the note then outstanding, shall, by notice in writing to the Company, declare the principal of and interest on all the note to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the note contained to the contrary notwithstanding.

2. Power of Sale; Suits for Enforcement. In case one or more of the Events of Default shall happen and shall not have been remedied, the Trustee, by agents or attorneys, with or without entry, if the Trustee shall deem it advisable, may, and upon the written request of the holder of the note then outstanding, shall

A. To the extent permitted by applicable law sell to the highest bidder all and singular the Trust Estate, such sale to be made at public auction at such place or places and at such time or times and upon such terms as the Trustee may fix in compliance with law and briefly specify in the notice of sale to be given as herein provided or as may be required by law; or

B. Proceed to protect and enforce its rights and the rights of the noteholder under the Indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of the Indenture or for the enforcement of any other legal or equitable right, as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties hereunder.