

IV. *Trustees' Power of Sale.* During the continuance of any such Event of Default, the Trustees with or without entry, personally or by attorney, may in their discretion, as the case may be, either:

(1) sell to the highest bidder, all and singular the Trust Estate, and all right, title and interest, claim and demand therein, and right of redemption thereof, such sale or sales to be made at public auction at such place or places, and at such time or times and upon such terms as the Trustees may fix and specify in the notice of sale, if any, given by the Trustees, or as may be required by law; or

(2) proceed to protect and enforce their rights and the rights of the holders of the Notes by a suit or suits in equity or at law, whether for the specific performance of any covenant 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, as the Trustees being advised by counsel, shall deem most effectual to protect and enforce any of their rights or duties hereunder or the rights of the holders of the Notes.

V. *Trustees' Power to Direct Company Action.* During the continuance of any such Event of Default, the Company will take any and all action requested or directed by the Trustees and follow the instructions thereof to compel performance by the Tenant of all obligations, covenants and agreements by them to be performed under the Lease; and, subject to the provisions of Section 8.01, the Trustees will request, direct and instruct the Company to the extent in their discretion necessary or desirable as to all such actions and instructions to be taken or followed by the Company.

SECTION 7.02. *Statutory Power of Sale.* With respect to each Property, this Indenture is made upon the statutory conditions of the state in which such Property is situated, and for any breach thereof the Trustees shall have the statutory power of sale, if any, provided for by the law of the state in which such Property is situated.

SECTION 7.03. *Foreclosure and Sale of Trust Estate.* 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 decree of foreclosure and sale, the whole of the Trust Estate may be sold in one parcel and as an entirety, or in separate parcels or lots, as the Trustees may determine, or as it may be directed by the written direction of the holders of not less than a majority in principal amount of the Notes then outstanding.

SECTION 7.04. *Adjournment of Sale.* The Trustees may adjourn from time to time any sale by them to be made under the provisions of this Indenture, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by law, the Trustees, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

SECTION 7.05. *Trustees May Execute Conveyances and Deliver Possession; Sale a Bar.* Upon the completion of any sale or sales made under or by virtue of this Indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, and other instruments conveying, assigning and transferring all their estate, right, title and interest in and to the properties, privileges and rights so sold. The Trustees are hereby appointed the true and lawful irrevocable attorneys of the Company, in its name and stead or in the name of the Trustees, to make all necessary conveyances, assignments, transfers and deliveries of the premises and the property, privileges and rights so sold and for that purpose the Trustees may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless the Company, if so requested in writing by the Trustees, shall ratify and confirm any such sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Trustees, for the purpose and as may be designated in such request.