

then in every such case:

The Trustee by notice in writing sent by registered or certified mail to the Company, may, and upon the written request of the holders of (i) 25% in principal amount of the Bonds then outstanding in the case of any event described in paragraph (b) of this Section 7.1 or (ii) a majority in principal amount of the Bonds then outstanding in any other case shall, declare the entire principal of all the Bonds then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Bonds and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Bonds or in this Indenture contained to the contrary notwithstanding; this provision, however, is subject to the condition that if at any time after the principal of and accrued interest on the Bonds shall have been so declared and become due and payable, and prior to the date of any sale of any part of the Trust Estate pursuant to this Article VII, all arrears of principal or interest on all the Bonds then outstanding and all sums paid or advanced or furnished by the Trustee or the holders of the Bonds under any provision of this Indenture, together with interest thereon at the rate of 10% per annum (or such lesser amount as may be the maximum amount permitted by law), and the expenses and liabilities of the Trustee shall either be paid by the Company or collected out of the income from the Trust Estate, and every other default in the observance or performance of any covenant, condition or agreement in the Bonds or in this Indenture contained shall be made good, or be secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then, subject to the provisions of Section 7.7, with the written consent of the holders of 66-2/3% in principal amount of the Bonds then outstanding the Trustee shall waive the default by reason of which the principal of the Bonds and accrued and unpaid interest shall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

The Trustee, with or without entry, personally or by its agents or attorneys, in so far as applicable, may and, upon the written request of the holders of a majority in principal amount of the Bonds then outstanding, shall:

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