

(a) In case the principal of none of the Notes shall have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest on the overdue instalments thereof at the same rate, as was borne by the Notes on which such interest shall be in default.

(b) In case the principal of all of the Notes shall have become due, by declaration or otherwise, to the payment of the whole amount then owing and unpaid upon the Notes then outstanding for principal and interest with interest on overdue principal and overdue instalments of interest at the same rates as were borne by the Notes.

In case all payments provided for in clause (a) above and payment of whatever may be payable for any other purpose required by any provision of this Indenture shall have been made in full, and no foreclosure sale shall have been made as hereinafter provided, and compliance shall have been made by the Mortgagor with all other provisions of this Indenture as to which it shall be in default, the Mortgagee shall restore the possession of the mortgaged property (other than any cash and/or securities at the time required to be held by the Mortgagee hereunder) to the Mortgagor or whosoever shall be entitled thereto.

The Mortgagee shall not be personally liable in case of entry upon the mortgaged property, pursuant to the provisions of this Section 5.02, for debts contracted or liability or damages incurred in the management or operation of the mortgaged property.

(2) The Mortgagee may proceed to protect and enforce its rights under this Indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained in this Indenture, or in aid of the execution of any power granted in this Indenture, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate legal or equitable remedy as the Mortgagee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights aforesaid.

SECTION 5.03. In case the Mortgagee shall proceed by suit or suits at law or in equity after a default exists it shall be entitled to have