

Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Trustees, or either of them, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representative, shall not, after paying such purchase money and receiving such receipt of the Trustees, or either of them, or of such officer therefor, be obliged to see to the application of such purchase money or be in anywise answerable for any loss, misapplication or non-application thereof.

Any such sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Company, and its successors and assigns, and against any and all persons claiming or to claim the property sold or any part thereof from, through or under the Company or its successors or assigns.

§10.07. The proceeds of any sale, whether made under any power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustees, or either of them, under any of the provisions of this Indenture as part of the trust estate, shall be applied as follows:

*First:* To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, the Individual Trustee and any co-trustee or additional trustee appointed pursuant to §14.14(c), and their agents, attorneys and counsel, and of all necessary or proper expenses and advances made or incurred by the Trustees, or either of them, under this Indenture, and to the payment of all taxes, assessments or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

*Second:* To the payment of the whole amount then owing or unpaid upon the Bonds for principal, interest and premium, if any, with interest at the rate specified in such Bonds on overdue principal and, if and to the extent permitted by law, on overdue installments of interest, and, in case such proceeds shall be insufficient