

to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, interest and premium ratably, without preference or priority of principal over interest or premium, or of interest over principal or premium, or of premium over principal or interest, or of any installment of interest over any other installment of interest, subject, however, to §5.02. Such payments shall be made on the date fixed therefor by the Trustee, upon presentation of the several Bonds and coupons and stamping such payment thereon if partially paid, and upon surrender and cancellation thereof if fully paid.

*Third:* All surplus then remaining to the Company, or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

§10.08. In case

(a) default shall be made in the payment of any installment of interest on any Bond, when and as the same shall become due and payable, and such default shall have continued for a period of 30 days; or

(b) default shall be made in the payment of the principal of any Bond, when the same shall have become due and payable, whether at maturity thereof or by declaration as authorized in §10.01 or otherwise, or upon a sale as provided in §10.05, or otherwise;

then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Bonds and coupons, the whole amount then due and payable on all such Bonds and coupons, for interest or principal, or both, as the case may be, with interest, if and to the extent permitted by law, at the rate specified in such Bonds upon the overdue principal and the overdue installments of interest, and, in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own names and as trustees of an express trust, shall be entitled to recover judgment against the Company or any other obligor upon the Bonds for the whole amount so due and unpaid.

The Trustees shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the trust estate, and in the case of a sale of the trust estate and