

ture, or for the foreclosure or enforcement of this Indenture, unless and until an Event of Default shall have happened and unless and until such holder shall have previously given to the Trustee written notice of the happening of such Event of Default and of the continuance thereof as hereinbefore provided, and also (except as hereinafter provided) unless and until the holders of at least 25% in principal amount of the Notes then outstanding shall have made written request upon the Trustees and shall have afforded to them a reasonable opportunity to institute such action, suit or proceeding in their own names, and unless also the Trustees shall have been offered security and indemnity satisfactory to them against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustees shall have neglected or refused to institute any such action, suit or proceeding within a reasonable time after receipt of such notification, request and offer of indemnity; and such notification, request, offer of indemnity and refusal or neglect are hereby declared in every such case to be conditions precedent to the institution by such Noteholder of any such action, suit or proceeding; it being understood and intended and being expressly covenanted by the holder of every Note with every other holder and with the Trustees that no one or more holders of the Notes shall be entitled to take any action or institute any such suit to enforce the payment of his Notes if and to the extent that the taking of such action or the institution or prosecution of any such suit or the entry of judgment therein would under applicable law result in a surrender, impairment, waiver or loss of the lien of this Indenture upon the Trust Estate, or any part thereof, as security for Notes held by any other Noteholder, or shall have any right in any manner whatever to affect, disturb or prejudice the rights of the holders of any other of the Notes, or to enforce any right hereunder, except in the manner herein provided, and for the equal, ratable and common benefit of all holders of the Notes. Nothing in this Article or elsewhere in this Indenture or in the Notes contained, however, shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay the principal of, and premium, if any, and the interest on, the Notes to the respective holders of the Notes, in the manner and at the time and places therein respectively expressed, nor shall affect or impair the right of the respective holders of the Notes, by an action at law upon the promises to pay therein contained, to enforce such payment.

SECTION 7.16. *Remedies Cumulative.* No remedy herein conferred upon or reserved to the Trustees or to the holders of the Notes is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 7.17. *Delay or Omission Not a Waiver.* No delay or omission of the Trustees, or of any holder of the Notes, to exercise any right or power accruing upon any Default or Event of Default, shall impair any such right or power, or shall be construed to be a waiver of any such Default or Event of Default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustees or to the holders of the Notes may be exercised from time to time and as often as may be deemed expedient by the Trustees or by the holders of the Notes.

SECTION 7.18. *Waiver of Extension, Appraisal, Stay, Laws.* The Company will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Indenture; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Trust Estate, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and the Company hereby expressly waives all benefits or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustees, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

