

due performance or observance of the covenants and obligations of the Company contained in the first and third sentences of Section 3.5 or Section 3.12, 3.13 or 4.2. No waiver pursuant to this Section 7.7 shall be made unless, prior to such waiver, the Company shall have cured every default hereunder and shall have made provision satisfactory to the Trustee for the payment of all payments of the principal of and interest on the Notes and all other amounts which would then be due hereunder or upon the Notes if the default to be so waived had not happened, together with provision for the payment of all expenses of the Trustees in connection with such default and waiver. In case of any such waiver, or in case any proceeding taken on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustees, then and in every such case, the Company, the Trustees and the registered owners of the Notes shall be restored to their former positions and rights hereunder respectively. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 7.8. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustees or to the registered owners 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. No delay or omission of any Trustee, or of any registered owner of the Notes, to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power

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