

Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity, shall have failed to institute any such action, suit or proceeding; it being understood and intended, and being expressly covenanted by the taker and holder of every Bond and the taker and holder of every Note with every other taker and holder and the Trustee, that no one or more holders of Bonds or Notes shall have any right in any manner whatever by virtue or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of the holders of any other of such Bonds or Notes, or to obtain, or seek to obtain priority over or preference to any other such holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Bonds or Notes. For the protection and enforcement of the provisions of this Section 7.04, each and every Bondholder and Noteholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provisions of this Indenture, however, the right of any holder of any Bond or Note to receive payment of the principal of (and premium, if any) and interest on such Bond or Note, on or after the respective due dates expressed in such Bond or Note, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

SECTION 7.05. All powers and remedies given by this Article Seven to the Trustee or to the Bondholders and the Noteholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the holders of the Bonds and Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any holder of any of the Bonds or Notes to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and, subject to the provisions of Section 7.04, every power and remedy given by this Article Seven or by law to the Trustee or to the Bondholders and the Noteholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Bondholders and the Noteholders.

SECTION 7.06. The holders of a majority in aggregate principal amount of the Bonds and the Notes at the time outstanding, determined in accordance with Section 9.04, shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the