

Noteholder") shall have the option for 10 Business Days following the receipt of such request to purchase within such period the Note of the other Noteholder (the "Minority Noteholder") for the Purchase Price payable in immediately available funds. If such option is not exercised, then for 10 days commencing with the expiration of such period or the earlier receipt of a notice from the Majority Noteholder waiving such option, the Minority Noteholder shall have the option to purchase within such period the Note of the Majority Noteholder for the Purchase Price payable in immediately available funds. As used herein, the term "Purchase Price" shall mean with respect to a Note, the aggregate of the outstanding principal, and interest accrued on such Note through the date of purchase and all other sums owing the holder of such Note under the Note Documents.

SECTION 8.05. Ratable Reimbursement. Each Noteholder shall be entitled to reimbursement from the other for all out-of-pocket expenses arising out of advances made pursuant to the Note Documents which are not paid or reimbursed by any other party. Such reimbursement shall be made ratably based on the outstanding principal amount of the Notes at the time such advance was made.

SECTION 8.06. Equalization of Noteholders. Each Noteholder agrees that all amounts received by either for the application on any obligation under the Note Documents or on the Notes shall be distributed between the Noteholders in the manner set forth in Section 8.07 of this Indenture, whether received by voluntary payment, by exercise of the right of set-off, by counterclaim or cross action or any other non-ratable source provided that nothing herein shall be construed to require such distribution for amounts received in any such manner to the extent such amounts may be applied by the recipient Noteholder to the payment of any obligation of the Corporation to such Noteholder for borrowed money.

SECTION 8.07. Application of Money. All moneys received by either Noteholder pursuant to any right given or action taken under the provisions of the Note Documents shall be applied by such Noteholder, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by such Noteholder, including reasonable attorneys' fees, in the following order: (i) to amounts owing to the Noteholders under the Note Documents other than principal or interest on the Notes, ratably in proportion to the aggregate of such amounts, (ii) to all accrued and unpaid interest on the Notes, ratably in proportion to the aggregate of such interest, (iii) to the unpaid principal amount, and premium, if any, on the Notes, ratably in proportion to the aggregate of such principal and premium, (iv) to amounts owing to the Issuer under the