## ACH 791 PAGE 106

BOOK 1317 PAGE 114

49

Bonds and the Notes, in the order of the maturity of the installments of such interest, with interest (if such interest has been collected by the Trustee) upon the overdue installments of interest at the rate per annum expressed in the Bonds and the Notes, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

THIRD: In case the principal of the outstanding Bonds and Notes shall have become due, by declaration or otherwise, to the payment of the whole amount then owing and unpaid upon the Bonds and the Notes for principal (and premium, if any) and interest with interest on the overdue principal (and premium, if any) and (if such interest has been collected by the Trustee) upon overdue installments of interest at the rate per annum expressed in the Bonds and the Notes; and in case such moneys shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds and the Notes, then to the payment of such principal (and premium, if any) and interest, without preference or priority of principal (and premium, if any) over interest, or of interest over principal (and premium, if any) or of any installment of interest over any other installment of interest, or of any Bond or Note over any other Bond or Note, ratably to the aggregate of such principal (and premium, if any) and accrued and unpaid interest; and

FOURTH: To the payment of the remainder, if any, to the Corporation, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

SECTION 7.04. No holder of any Bond or Note shall have any right by virtue or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of default and of the continuance thereof, as hereinbefore provided, and unless also the United States of America so long as it is a noteholder of any of the Notes at the time outstanding or the holders of 25% in aggregate principal amount of the Bonds and the Notes not deemed to be held by the United States of America hereunder then outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the