

postponement pursuant to Section 5.17(a) and, if applicable, stating the Aggregate Principal Balance of the Collateral sold in any sale and the amount of the Sale Proceeds promptly (and in any event within two Business Days) after any such action.

Section 5.6. Trustee May Enforce Claims Without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such action or proceeding instituted by the Trustee shall be brought in its own name as trustee, and any recovery of judgment shall be applied as set forth in Section 5.7 hereof.

Section 5.7. Application of Funds Collected.

(a) If an Event of Default has occurred but no acceleration has occurred, payments will be made on each Distribution Date in accordance with the Priority of Interest Proceeds and Priority of Principal Proceeds.

(b) If an Event of Default has occurred and has not been cured or waived and acceleration has occurred, but the Trustee has not received a direction to liquidate pursuant to this Article V, payments will be made on each Distribution Date in accordance with the Priority of Post-Acceleration Payments.

(c) Upon receipt of a direction to liquidate pursuant to this Article V, the Trustee shall suspend all payments pursuant to this Indenture until the date or dates designated by the Trustee for distribution (the "Liquidation Distribution Date"). The application of any money thereafter collected by the Trustee (net of any sale expenses) pursuant to this Article V and any funds that may then be held or thereafter received by the Trustee shall be applied on each Liquidation Distribution Date, in accordance with the Priority of Post-Acceleration Payments.

Section 5.8. Limitation on Suits.

No Holder of any Security shall have any right to institute any proceedings, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(a) such Holder has previously given to the Trustee written notice of an Event of Default;

(b) except as otherwise provided in Section 5.9, the Holders of at least 25% of the Aggregate Outstanding Amount of the Controlling Class shall have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder and such Holder or Holders have offered to the Trustee an indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;

(c) the Trustee for 30 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and