

SECTION 8.03. *Waiver of Service of Process.* The Company covenants that, during the continuance of any Event of Default, it will waive the issuance and service of process, and enter its voluntary appearance in any action, suit or other legal proceeding by the Trustees to recover judgment for principal or interest on the Bonds, or in aid of the enforcement thereof, or of this Indenture or the Assignment, and will consent to the entry of judgment for such principal and interest, and for such other relief as the Trustees may be entitled to hereunder and/or thereunder.

The Company will not at any time insist upon, or plead, or take any benefit or advantage of any stay or extension law, nor claim, take or insist upon any benefit or advantage of any law providing for the valuation or appraisal of the Trust Estate, or any part thereof, prior to any sale or sales thereof; and expressly waives and releases all right to have the properties comprised in the Trust Estate marshalled upon any foreclosure or sale thereof, and any right which it may have to redeem the property so sold or any part thereof; and covenants not to hinder, delay or impede the execution of any power herein granted to the Trustees.

SECTION 8.04. *Control of Proceedings and Waiver of Defaults.* The holders of a majority in aggregate principal amount of the Bonds at the time outstanding shall have the right, by an instrument in writing delivered to the Trustees, to determine which of the remedies herein set forth shall be adopted and to direct the time, method and place of conducting all proceedings to be taken for the enforcement of this Indenture or of the Bonds; *provided, however,* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or would be unjustly prejudicial to holders of Bonds not parties to such direction.

The holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding may (i) waive any Event of Default or Default hereunder and its consequences which could have been waived by such holders pursuant to Section 10.02; or (ii) may waive any Event of Default or Default which shall have been cured to the satisfaction of the Trustees and such holders, and in connection with any such waiver, may rescind and annul any declaration made pursuant to Paragraph II of Section 8.01.