

the Notes, to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article VII to the Trustees or to the payees and holders of the Notes may be exercised from time to time and as often as may be deemed expedient by the Trustees or by the payees and holders of the Notes. Nothing in this Indenture or in the Notes contained shall affect the obligation of the Company to pay the principal of and interest on the Notes in the manner and at the time and place therein respectively expressed, or shall affect the right of the respective payees and holders of the Notes, by an action at law upon the promises to pay therein contained, to enforce such payment without reference to or without consent of either the Trustees or the payee or holder of any other Notes.

SECTION 7.09. The Company will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Indenture; nor claim, take or insist upon, any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Trust Estate, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted, by the United States of America or by any state or territory or otherwise, to redeem the property so sold or any part thereof; and the Company hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee or the Individual Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

SECTION 7.10. The payees and holders of a majority in principal amount of the Notes from time to time outstanding shall have the right, by an instrument in writing delivered to the Trustee within fifteen days after written notice of any event of default hereunder shall have been given by the Trustee to the payees and holders of the Notes, to determine which of the remedies herein set forth shall be adopted and to direct the method