

ARTICLE VIII  
THE NOTEHOLDERS

SECTION 8.01. Exercise of Remedies. Either of the Noteholders can, upon giving notice to the other, exercise any or all of the remedies set forth in this Indenture or otherwise available provided that each such remedy shall be pursued on behalf of both Noteholders and all moneys received thereby shall be distributed in accordance with Section 8.07 hereof and provided further that it shall be the option of the holder of more than 50% of the then outstanding principal amount of the Notes to direct the method and place of conducting any proceeding in which an exercise is pursued to the extent that such direction is in accordance with the provisions of law and of this Indenture.

SECTION 8.02. Waivers. No waiver of any rights of the Noteholders under or pursuant to the Note Documents or the Notes, no release of the security granted under said documents, no amendment or modification of said documents and no consent to any action under, or waiver of compliance with any term or provision of, said documents shall be effective without the written approval of both Noteholders. As used in this Article VIII, the term "Note Documents" shall mean this Indenture, the Agreement and the Guaranty.

SECTION 8.03. Assignment. In the event that either Noteholder desires to sell, assign, transfer, mortgage, pledge or otherwise dispose of its interest in either Note or the Note Documents, then such Noteholder shall give written notice of such request to the other Noteholder and to the Corporation and such notice shall give rise to the purchase option set forth in Section 8.04 hereof. Notwithstanding anything herein to the contrary, each Noteholder shall have the right to sell participation interests in the Notes without the prior written consent of the other Noteholder, the Issuer or the Corporation.

SECTION 8.04. Purchase Option. In the event that one Noteholder wishes to exercise a remedy as to which the consent of the other Noteholder is required pursuant to Section 8.01 hereof or make a disposition of its Note pursuant to Section 8.03 hereof or the Issuer, the Corporation or either Noteholder wishes to make a waiver, effect a release of security or amendment or modification or any other consent or waiver under or with respect to the Notes or the Note Documents pursuant to Section 8.02 hereof, and such consent is not granted within 10 Business Days (as defined in Section 9.08 herein) of a written request for such consent, then the holder of more than 50% of the then outstanding principal amount of the Notes (the "Majority