

SECTION 7.19. *Control of Remedies by Noteholders.* (a) The holders of at least 66 $\frac{2}{3}$ % in principal amount of the Notes from time to time outstanding shall have the right, subject to Section 8.02(8), by an instrument in writing delivered to the Trustee, 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 under the provisions of this Indenture for the enforcement thereof or of the Notes; provided, however, that the Trustees 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 would be unjustly prejudicial to holders of Notes not parties to such direction.

(b) If an Event of Default under the Lease shall have happened and be continuing, the Company will promptly give to the Trustee notice of such Event of Default and the Trustee shall promptly advise the holders of the Notes thereof. If the holders of at least 66 $\frac{2}{3}$ % in principal amount of the Notes then outstanding shall instruct the Trustees as to the action, if any, to be taken under the Lease pursuant to the provisions thereof as a result of such Event of Default, the Trustees shall act in accordance with such instructions.

SECTION 7.20. *Trustees May File Proofs of Claim.* The Trustees are hereby irrevocably appointed (and the successive respective holders of Notes issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustees) the true and lawful attorneys-in-fact of the respective holders of the Notes issued hereunder, with authority to make or file, irrespective of whether the Notes or any of them are in default as to payment of principal or interest, in the respective names of the holders of the Notes, or in behalf of all holders of each series of Notes as a class, any proof of debt, amendment to proof of debt, petition or other document; to execute any other papers and documents and to do and perform any and all acts and things for and in behalf of the respective holders of the Notes, or in behalf of all such holders of a series thereof as a class, as may be necessary or advisable, in the opinion of the Trustee in order to have the respective claims of the holders of the Notes against the Company allowed in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings to which the Company shall be a party; and except to the extent that holders of Notes shall have filed individual claims in any such proceeding on their own behalf, to receive payment of or on account of such claim, and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by such holder to make such payments to the Trustee; provided, that in no case shall the Trustees have any right to accept or consent to any plan of reorganization on behalf of any Noteholder or in any such proceeding to waive or change in any way any right of any Noteholder even though it may otherwise be entitled so to do under any present or future law, all such power or authorization being hereby expressly denied. The Trustees shall have full power of substitution and delegation in respect of any such powers.

SECTION 7.21. *Limitation on Remedies.* Notwithstanding the foregoing provisions of this Article, the powers by this Article granted to the Trustees are strictly subject to the limitation that, if by the commencement of any action at law to recover judgment for any amount due and unpaid upon the Notes or other indebtedness hereunder, or by the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of this Indenture upon the Trust Estate, the lien of this Indenture upon the Trust Estate, or the security hereby provided for, would be surrendered, waived or lost, then, despite the foregoing provisions of this Article, the Trustees shall not have power to commence such action at law or so to exercise such other remedy.

SECTION 7.22. *Remedies Subject to Provisions of Law.* All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so they they will not render this Indenture invalid or unenforceable under the provisions of any applicable law.

