

The Company will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage or any stay or extension or moratorium law, wherever enacted, nor or at any time hereafter in force, which may affect the covenants and terms of performance of this Note or the 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 thereof, 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 or by any state 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 Trustees, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Company, for itself and all who may claim under it, waives, to the extent not prohibited by law, all right to have the Trust Estate marshaled upon any foreclosure of the Indenture.

In the event that at any time prior to the payment in full of the principal and interest on this Note (i) any taxes shall be imposed upon the Trustees or the registered owner of a Note with respect to the Trust Estate, the Indenture or the indebtedness evidenced by this Note (other than any tax or charge upon the income or earnings from this Note) and (ii) the Company (A) in the case of any taxes imposed with respect to the indebtedness evidenced by this Note shall not pay such taxes or charges or (B) in the case of any or all of the taxes referred to in clause (i) above cannot be compelled by law to pay such taxes or