

names as trustees (subject to the provisions of Sections 8.2 and 8.6 hereof), and any recovery of judgment shall be, subject to the rights of the Trustees, for the ratable benefit of the registered owners of the Notes then outstanding.

Section 7.7. Waiver of Remedies. The Trustees, upon the written request of the registered owners of 66% in principal amount then outstanding of the Notes, shall waive any default hereunder and its consequences, except a default (i) in the payment or prepayment of the principal of any Note when and as the same shall become due and payable, (ii) depriving the registered owner of any Note of a lien upon the Trust Estate, or (iii) in the due performance or observance of the covenants and obligations of the Company contained in the first and third sentences of Section 3.5 or Section 3.12, 3.13 or 4.2. No waiver pursuant to this Section 7.7 shall be made unless, prior to such waiver, the Company shall have cured every default hereunder and shall have made provision satisfactory to the Trustee for the payment of all payments of the principal of and interest on the Notes and all other amounts which would then be due hereunder or upon the Notes if the default to be so waived had not happened, together with provision for the payment of all expenses of the Trustees in connection with such default and waiver. In case of any such waiver, or in case any proceeding taken on account of any such default shall have been discontinued or abandoned or determined adversely to