or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Indenture to the Trustees or to 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 holders of the Notes. Nothing contained in this Indenture or the Notes shall affect the obligations of the Company to pay the principal of, interest and premium, if any, on the Note in the manner and at the time and place therein respectively expressed, or shall affect the rights of the respective holders of the Notes, by an action at law or in equity upon the promises to pay therein contained, to enforce such payment without reference to or the consent of the Trustees or the holder of any other Note.

Section 8.9. Waiver of Rights. The Company will not, at any time, (a) insist upon, plead or claim or take any benefit or advantage of any stay, 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, (b) 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, or (c) after any such sale or sales, claim or exercise any right, under any statute heretofore or hereafter enacted by the United States of America, any state thereof or otherwise, to redeem the property and rights sold pursuant to such sale or sales or any part thereof. The Company hereby expressly waives all benefits