

#### Section 5.14. Waiver of Past Defaults.

Prior to the time a judgment or decree for payments due has been obtained by the Trustee, as provided in this Article V, the Controlling Party may, on behalf of the Holders, waive any past Default and its consequences, except a Default or Event of Default:

- (a) in the payment of principal or interest arising under Section 5.1(a) or (b) (which can be waived only by 100% of each affected Class);
- (b) in respect of a covenant or provision hereof that under Section 8.2 cannot be modified or amended without consent of each Holder of Securities of any Class; or
- (c) arising under Section 5.1(f) or 5.1(g).

In the case of any such waiver, each of the Co-Issuers, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively. The Trustee shall promptly give written notice of any such waiver to the Investment Manager, each Rating Agency, any Hedge Counterparty and the Holders.

Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

#### Section 5.15. Undertaking for Costs.

All parties to this Indenture agree, and each Holder by its acceptance of a Security shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.15 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% of the Aggregate Outstanding Amount of the Controlling Class, or to any suit instituted by any Holder for the enforcement of payments on any Note on or after the Stated Maturity expressed in such Note (or, in the case of an Optional Redemption, on or after the applicable Redemption Date).

#### Section 5.16. Waiver of Stay or Extension Laws.

Each of the Co-Issuers covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension, valuation, appraisal, redemption or marshalling law wherever enacted or created, now or at any time hereafter in force, which may affect the covenants, the performance of or any remedies under this Indenture; and each of the Co-Issuers (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any