meeting, may be executed by the Trustee and the Company; and upon demand of the Trustee, or if so specified in any resolution adopted by any such bondholders' meeting, shall (subject to the provisions of subparagraph (a) of Section 15.06, and of Section 15.07) be executed by the Company and the Trustee. The Trustee shall, subject to the provisions of Sections 13.02 and 13.03, be fully protected in relying upon an opinion of counsel as conclusive evidence that any such supplemental indenture complies with the provisions of this Indenture and that it is proper for the Trustee, under the provisions of this Article, to join in the execution thereof.

SECTION 15.10. Any action which can be taken pursuant to a bondholders' meeting as in this Article provided may also be taken without such meeting, provided that the written consent of the holders (or the persons entitled to vote the same) of the percentages of bonds specified in this Article to such action is given and that the approval of the Board of Directors of the Company, and, if required by this Article, the written consent of the Trustee, is given as provided by this Article.

ARTICLE 16.

Defeasance.

SECTION 16.01. If the Company shall pay and discharge the entire indebtedness on all bonds outstanding hereunder in any one or more of the following ways, to wit:

A. by well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on bonds outstanding hereunder, as and when the same become due and payable;

B. by depositing with the Trustee, in trust, at or before maturity, cash sufficient to pay or redeem the bonds outstanding hereunder, with irrevocable directions so to apply the same (subject to the provisions of Section 16.02), *provided, however*, that in case of redemption the notice requisite to the validity of such

redemption (stating that moneys sufficient to pay the redemption price have been deposited with the Trustee and are immediately available) shall have been given or irrevocable authority shall have been given by the Company to the Trustee to give such notice, under arrangements satisfactory to the Trustee; and/or

C. by delivering to the Trustee, for cancellation by it, all the bonds outstanding hereunder, together with all unpaid coupons thereto belonging;

and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company (except in respect of any refund or reimbursement of taxes, assessments or other governmental charges as to bonds of any series, for which the holders of bonds shall look only to the Company), then and in that case this Indenture and the lien, rights and interests hereby granted shall cease, determine, and become null and void, and thereupon the Trustee shall, upon demand of the Company, forthwith cause satisfaction and discharge of this Indenture to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustee in and to any cash (except cash deposited under this Section) and other personal property held by it under this Indenture shall thereupon cease, determine, and become null and void, and the Trustee shall in such case transfer, deliver and pay the same to or upon the written order of the Company.

Any bonds previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever and which it shall at any time surrender to the Trustee for cancellation, together with any coupons thereto appertaining, shall upon the surrender and cancellation of such bonds and coupons be deemed to be paid and retired.

SECTION 16.02. At the expiration of six years following the due date of coupons or the maturity date of bonds (original or accelerated