

Section 9.03. Determination of Bondholder Concurrence: In determining whether the holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Borrower or by any other obligor on the Bonds or by any person, directly or indirectly controlling or controlled by or under common control with the Borrower or any other obligor on the Bonds, shall be disregarded and deemed not to be outstanding for the purpose of any such determination, provided that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under common control with the Borrower or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 9.04. Bondholders' Meeting: A meeting of the Bondholders may be called at any time and from time to time pursuant to the provisions of this Article IX for any of the following purposes:

- (1) to give any notice to the Borrower or to the Trustee, or to give any direction to the Trustee, or to make any request of the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to any of the provisions of Article VII hereof;

- (2) to remove the Trustee or appoint a successor Trustee pursuant to the provisions of Article VIII hereof;

- (3) to consent to the execution of an indenture or indentures supplemental hereto, or

- (4) to take any other action authorized to be taken by or on behalf of the holders of any percentage of the outstanding Bonds under any other provision of this Indenture or under applicable law.

ARTICLE X

PAYMENT AND DEFEASANCE

Section 10.01. Payment and Discharge of Indenture: If the Borrower, its successors or assigns, shall

- (a) pay or cause to be paid the principal of and premium, if any, and interest on the Bonds at the time and in the manner stipulated therein and herein, or

- (b) provide for the payment of principal and premium, if any, of the Bonds and interest thereon by depositing in cash with the Trustee at or at any time before maturity the entire amount due or to become due thereon for principal and premium, if any, and interest to maturity of all said Bonds outstanding, or

- (c) deliver to the Trustee (1) proof satisfactory to the Trustee that notice of redemption of all of the outstanding Bonds not surrendered or to be surrendered to it for cancellation has been given or waived as provided in Article III of Part One hereof, or that arrangements satisfactory to the Trustee have been made in