

is under common control with, the Company. The term "control" (including the terms "controlled by" or "under common control with") shall mean the ownership of 30% or more of the issued and outstanding shares of capital stock of any corporation having ordinary voting power for the election of directors (whether or not at the same time stock of any other class or classes shall or might have voting power by reason of the happening of any contingency).

J. The term "corporation" shall also include voluntary associations, joint stock companies and other similar organizations.

K. "Event of Default" shall mean one of the events described in *Section 105*.

L. Wherever in this Indenture it is provided or permitted that there be deposited with or held in trust by the New York Trustee or other person cash sufficient to pay or redeem any bonds, obligations or other indebtedness, the amount of cash so to be deposited or held shall be the principal amount of such bonds, obligations or other indebtedness and all unpaid interest thereon to maturity, unless said bonds, obligations or other indebtedness are redeemable and are to be redeemed prior to maturity and there shall be furnished to the New York Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the New York Trustee shall be made for such notice, in which case the amount of cash so to be deposited or held shall be the principal amount of such bonds, obligations or indebtedness and interest thereon to the redemption date, together with the redemption premium, if any.

M. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or other subdivisions of this Indenture; and the words "herein", "hereof", "hereby", "hereunder", "hereinbefore" and "hereinafter" and other equivalent words refer to this Indenture and not to any particular Article, Section or other subdivision hereof.