

Article XIII
Sections 2 and 3

202

cate may be issued in respect of one or more Bonds specified therein. The holding by the person named in any such certificate of any Bond specified therein shall be presumed to continue after the date thereof set forth in such certificate until and unless (i) there shall be produced another certificate issued in respect of the same Bond showing the holding thereof by another person at a later date, or (ii) the Bond specified in such certificate (or coupon Bond or Bonds in exchange for which such Bond shall have been surrendered) shall be produced by another person, or (iii) the Bond specified in such certificate shall then be registered as to principal in the name of another person or shall have been surrendered in exchange for a registered Bond without coupons issued in the name of another person; and

(c) The ownership of coupon Bonds registered as to principal or of registered Bonds without coupons shall be proved by the registers of such Bonds, or by a certificate of the registrar thereof.

The Corporate Trustee may require such additional proof of any matter referred to in this Section 2 as it shall deem necessary.

The record of any meeting of Bondholders shall be proved in the manner provided in Section 6 of Article XIV.

Section 3. The Company, the Corporate Trustee, any paying agent and any bond registrar may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest (whether fixed or contingent) on any Bond whether such Bond shall be registered as to principal or not, as the absolute owner of such Bond or coupon, as the case may be (whether or not such Bond or coupon shall have become due and payable), for the purpose of receiving payment thereof and for all other purposes; and neither the Company nor the Corporate Trustee nor any paying agent nor any bond registrar shall be bound by any notice to the contrary.

Article XIII
Sections 4 and 5

204

other action except as to Bonds which the Trustees know to be so owned. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purpose of such determination if the pledgee shall establish to the satisfaction of the Corporate Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person, firm, or corporation directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Corporate Trustee taken on the advice of counsel shall be full protection to the Trustees.

For the purpose of this Section 4, the terms "control," "controlling" and "controlled" shall mean the right to vote a majority of the outstanding shares of capital stock having the right to elect a majority of the board of directors.

Section 5. At any time prior to (but not after) the taking of any action by the holders of a specified percentage in aggregate principal amount of the Bonds specified in the Mortgage in connection with such action, any holder of a Bond the serial number of which is shown to be included in the Bonds the holders of which have consented to join in such action, by filing written notice with the Corporate Trustee at its principal office and upon proof of holding as provided in Section 2 of this Article XIII, may revoke such consent so far as concerns such Bond. Except as aforesaid, any such action taken by the holder of any Bond shall be conclusive and binding upon such holder and upon all future holders of such Bond, irrespective of whether or not any notation of such consent is made upon such Bond, and in any event any action taken pursuant to the Mortgage by the holders of the percentage in aggregate principal amount of the Bonds specified in the Mortgage in connection with such action shall be conclusively binding upon the Company, the Trustees and the holders of all Bonds.

Article XIII
Sections 1 and 2

203

The Company, the Corporate Trustee, any paying agent and any bond registrar may deem and treat the person in whose name any registered Bond without coupons shall be registered at any given time upon the books of the Company, as the absolute owner of such Bond at that time (whether or not the same shall have become due and payable) for the purpose of receiving any payment then being made of or on account of the principal, premium if any, or interest on such Bond and for all other purposes; and may deem and treat the person in whose name any coupon Bond shall be registered as to principal at any given time as the absolute owner thereof at that time (whether or not the same shall have become due and payable) for the purpose of receiving payment of or on account of the principal of, or premium if any, on such Bond, and for all other purposes except to receive payment of any interest represented by outstanding coupons; and neither the Company nor the Corporate Trustee nor any paying agent nor any bond registrar shall be bound by any notice to the contrary. All such payments so made to any such registered holder for the time being, or upon his order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

Section 4. In determining whether the holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, notice, consent or other action under the Mortgage, Bonds which are owned by the Company or any other obligor on the Bonds or by any person, firm or corporation directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any other such obligor, shall be disregarded and deemed not to be outstanding for the purpose of any such determination, provided that the Trustee shall be protected in relying on any such demand, request, notice, consent or

Article XIV
Sections 1 and 2

205

ARTICLE XIV

BONDBOLDERS' MEETINGS

Section 1. The Corporate Trustee may at any time call a meeting of Bondholders to take any action specified in Section 1 of Article XIII, to be held at such time and at such place as the Corporate Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and place of such meeting and the action proposed to be taken at such meeting, shall be published at least once each week, for four successive weeks, in a Daily Newspaper in the City of Chicago, State of Illinois, and in a Daily Newspaper in the Borough of Manhattan, City and State of New York, the first publication in any such newspaper to be not less than 30 days nor more than 60 days prior to the date fixed for the meeting. A copy of such notice shall be mailed at least 30 days prior to the date fixed for the meeting to the registered holders of registered Bonds without coupons and of coupon Bonds registered as to principal at their last addresses as they shall appear upon the bond registry books, but neither failure to give such notice by mail nor any defect therein shall affect the validity of such meeting.

Section 2. In case at any time the Company pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Outstanding Bonds, shall have requested the Corporate Trustee to call a meeting of Bondholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Corporate Trustee shall not have made the first publication of the notice of such meeting within 20 days after receipt of such request, then the Company or the holders of Outstanding Bonds in the amount above specified, may determine the time and place for such meeting and may