

SECTION 11.03. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person other than the Company, the Trustees and the holders of the Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustees and the holders of the Notes.

SECTION 11.04. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

SECTION 11.05. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Company of any Notes, the Trustee may, upon the written request of the Company, in lieu of such cancellation and delivery, cremate such Notes and deliver a certificate of such cremation to the Company.

SECTION 11.06. Whenever used in this Indenture or in any indenture supplemental hereto, the terms listed below shall have the meanings specified unless the context otherwise requires:

(a) "Holder" shall mean the payee of a Note.

(b) "Notes" shall mean all of the then outstanding notes of the Company authenticated and delivered under, and secured by, this Indenture.

(c) "Payee" shall mean the person to whose order a Note shall be payable.

(d) "Permitted liens" shall mean with reference to the Trust Estate or to any particular property included therein:

(1) the right reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, or permit or by any provision of law, to terminate such right, power, franchise, grant, license or permit, or to purchase, condemn, appropriate or recapture or to designate a purchaser of such property;

(2) liens for the taxes, rents, assessments, fees, charges, claims and demands mentioned in Section 3.08 which are not at the time due and payable or which, or the validity of which, are being contested at the time in good faith by appropriate proceedings which shall operate to prevent the sale or collection thereof and the sale of the property to satisfy the same;