

(5) to further any of the objects or purposes of this Indenture or of any indenture supplemental hereto.

Any property conveyed, transferred and assigned to the Trustee pursuant to sub-divisions (1) and (2) of this Section may be subject to any prior liens permitted by the terms of this Indenture.

Section 2. The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder for the purposes of this Indenture; and any such supplemental indenture shall be construed in connection with and as part of this Indenture, and the covenants thereof shall be deemed, as to their subject matter, covenants of this Indenture.

ARTICLE TWELVE

CANCELLATION OF INDENTURE AND DEFEASANCE CLAUSE

Section 1. (1) If all the Bonds issued hereunder, both principal and interest, shall be well and truly paid at the times and in the manner therein and herein expressed, according to the tenor and effect thereof, this Indenture may cease and determine, and upon proof being given to the reasonable satisfaction of the Trustee that all the Bonds have been so paid, and upon payment of the costs, charges and expenses incurred by the Trustee in relation thereto, or (2) if, at or prior to the maturity of the Bonds, the Company shall deposit with the Trustee for the benefit of the holder or holders thereof the amount of the principal of all the Bonds and of all the coupons then outstanding, together with all costs, charges and expenses incurred by the Trustee, the Trustee shall, upon the written request of the Company, cancel and satisfy this Indenture and all indentures supplemental hereto and by proper instruments in writing convey and retransfer to the Company the trust estate.

Section 2. Neither the Company nor the Trustee shall be required to pay interest to the holder of any Bond or any moneys deposited with the Trustee, as provided in this Article. Any moneys deposited which shall not be required for the purpose for which such deposit was made shall be repaid to the Company upon its written request; and any moneys remaining unclaimed by the holders of Bonds and coupons for six years after the date of such deposit with the Trustee shall be paid by the Trustee to the Company; provided, however, that the Trustee, before being required to make any such payments may, at the expense of the Company, cause to be published once a week in each of four successive weeks in a newspaper of general circulation in the Borough of Manhattan in the City of New York, notice that said moneys remain unclaimed as aforesaid and that after a date named therein they will be returned to the Company.

ARTICLE THIRTEEN

PARTIES IN INTEREST.

Nothing in this Indenture or in the Bonds issued hereunder, express or implied, is intended or shall be construed to give any person or corporation, other than the parties hereto and the holders of Bonds authenticated and issued under and secured by this Indenture and of the coupons appurtenant thereto, any legal or equitable right, remedy or claim under or in respect of this Indenture or of any indenture supplemental hereto or under or in respect of any covenant, condition or provision herein or therein contained, all such covenants, conditions and