

first part hereto, but also any successor corporation of the Company through merger, consolidation, conveyance, transfer or lease.

ARTICLE XI.

CANCELLATION OF THIS INDENTURE AND DEFEASANCE CLAUSE.

SECTION 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, or redeemed as herein provided, this Indenture shall cease and determine, upon proof being given to the reasonable satisfaction of the Trustee that all the bonds, both principal and interest, have been paid or so redeemed, and upon payment of the costs, charges, and expenses incurred by the Trustee, or 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 of the bonds and of all of the coupons then outstanding together with all the costs, charges and expenses incurred by the Trustee, the Trustee shall upon the written request of the Company, at the cost and expense of the Company, cancel and enter satisfaction of this Indenture upon the records and execute such instruments of the satisfaction thereof as may reasonably be required by the Company to reconvey and retransfer to the Company the trust estate, and shall assign or cause to be assigned and shall deliver to the Company or upon its order all property then held by it hereunder. otherwise the same shall be, continue and remain in full force and effect.

SECTION 2. In case any of the bonds or coupons issued hereunder shall not be presented for payment when the principal thereof shall be due and payable, the Company may at any time thereafter pay to the Trustee for the benefit of the holder or holders thereof the amount of said bonds and coupons, and thereupon the Trustee shall cancel and surrender this Indenture and reconvey the property mortgaged hereunder as aforesaid, in the same manner as if said bonds and coupons had been paid; and the certificate of the President or Treasurer of the Company, or of such officer thereof as the Trustee shall think proper, that certain bonds and coupons in such certificate specified have not been presented for payment, shall be sufficient evidence of that fact to authorize the Trustee to act under the powers contained in this Section.

SECTION 3. Neither the Company nor the Trustee shall be required to pay interest on 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 such payments, may, at the expense of the Company, cause notice that said moneys have not been so called for, and that after a date named therein they will be returned to the Company, to be published once in each week for four successive weeks in a daily newspaper of general circulation published in the City of Baltimore, State of Maryland.

ARTICLE XII.

PRIOR BONDS AND MORTGAGES NOT AFFECTED.

Neither the execution of this Indenture nor any action hereunder shall in any manner affect any mortgage or deed of trust or other prior lien hereinbefore described and hereby authorized and permitted, including the First Mortgage of the Company, securing any bonds, notes or other obligations, and until the final satisfaction or release of any of the aforesaid mortgages, deeds of trust and prior liens, but not thereafter, all property covered by this Indenture, if it shall be subject to such mortgages, deeds of trust or prior liens,

COMPAKED BY
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