

unmatured coupons, if any, appertaining thereto. The Company or the Trustee may require Bonds outstanding to be presented for notation or exchange as aforesaid if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any indenture supplemental hereto authorized by written approvals or consents of bondholders, may be executed by the Trustee and the Company and upon demand of the Trustee, or if so directed in any such written approvals or consents of the bondholders, shall be executed by the Company and the Trustee.

ARTICLE 13.

PAYMENT AND DEFEASANCE.

§ 13.01. If the Company, its successors or assigns shall

- (a) pay or cause to be paid the principal of and premium, if any, and interest on the Bonds at the time and in the manner stipulated therein and herein, and/or
- (b) provide for the payment of principal and premium, if any, of the Bonds and interest thereon by depositing in cash with the Trustee at or at any time before maturity the entire amount due or to become due thereon for principal and premium, if any, and interest to maturity of all said Bonds outstanding, and/or

(c) deliver to the Trustee (i) proof satisfactory to the Trustee that notice of redemption of all of the outstanding Bonds not surrendered or to be surrendered to it for cancellation has been given as provided in Article 4 hereof, or that arrangements satisfactory to the Trustee have been made insuring that such notice will be given or waived, or (ii) a written instrument executed by the Company under its corporate seal and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Company, and in any such case, deposit with the Trustee the entire amount of the redemption price, including all interest payable in connection therewith, and premium, if any, and/or

(d) surrender to the Trustee for cancellation all Bonds and coupons thereto appertaining for which payment is not so provided,

been received as of the date fixed for such receipt thereof in such resolution and specified in a notice given as hereinbefore required, shall forthwith notify the Company and shall mail a notice to each bearer or registered holder of Bonds referred to in (i), (ii) and (iii) of this § 12.01, that the bondholders have approved or consented to the action declared advisable by the Board of Directors; whereupon such action shall be deemed conclusively to be binding upon the Company, the Trustee, and the holders of all Bonds issued hereunder; provided that no such approval or consents of the bondholders or resolution of the Board of Directors of the Company shall in any manner be so construed as to change or modify any of the rights, immunities or obligations of the Trustee without its written assent thereto.

Nothing in this Article 12 shall be deemed or construed to authorize or permit, by reason of any approval or consent of a bondholder, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the bondholders under any provision of the Indenture or of the Bonds issued hereunder other than the provision or provisions specifically modified or altered.

§ 12.02. Bonds authenticated and delivered after any modification or alteration shall have become effective pursuant to this Article 12 may bear a notation in form approved by the Trustee as to such modification or alteration and upon demand of the holder of any Bond outstanding at such date and presentation of his Bond for the purpose at the office of the Trustee, the Company shall cause suitable notation to be made on such Bond by endorsement or otherwise. If the Company or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Board of Directors of the Company to conform to any action authorized by written approvals or consents of bondholders pursuant to § 12.01 shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then outstanding and affected thereby shall be exchanged without cost to such bondholder for Bonds then outstanding hereunder upon surrender of such Bonds with all