

Section 5. Adjustment of Amount of Deposit. Should the Issuer deposit funds for the prepayment of outstanding bonds which are ultimately determined to be in excess of the funds actually required to be deposited to effect said prepayment, the Paying Agent Bank shall immediately remit such excess payment to the Issuer or to such other persons or firms to whom Issuer is obligated with respect thereto. Should Issuer deposit funds for such prepayment which are insufficient to accomplish same, Issuer will immediately remit to Paying Agent such additional funds as may be required to complete the prepayment, even if such underpayment was the result of reliance by Issuer on prepayment calculations erroneously furnished from any source. In the event the Issuer does not under such circumstances promptly remit such additional funds, then Paying Agent may order, at its option, stop payment on the bonds of said issue which have not already been paid, or Paying Agent may advance such additional funds as will permit said bonds to be paid, in which event Issuer agrees to promptly reimburse Paying Agent upon demand and Paying Agent shall have a lien against the Premises of the Issuer to secure the payment of any of its funds thus advanced with interest at the greatest rate of interest provided in the bonds issued hereunder from the date of any such advance.

Section 6. Release of Indenture. Trustee is authorized to execute a release of this Indenture in the event of complete prepayment of all bonds issued pursuant to this Indenture, or upon deposit with the Paying Agent the sums called for herein, notwithstanding the fact that any bondholder(s) may have failed to present bond(s) for prepayment. Such release will be prepared by or on behalf of Issuer and submitted to Trustee for execution.

ARTICLE XVI

MISCELLANEOUS

Section 1. Trustee May Hold Bonds. The Trustee or any other agent of the Trustee or Issuer, in its individual or any other capacity, may become the owner or pledgee of bonds and may otherwise deal with the Trustee or Issuer with the same rights it would have if it were not Trustee or such other agent.

Section 2. Money Held in Trust. Money held by the Paying Agent in trust hereunder need not be segregated from other funds except to the extent required by law. The Paying Agent shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Issuer. Additionally, Paying Agent shall be relieved from filing bond and accounting to any court with respect to such sums.

Section 3. Captions. The captions to Articles and Sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

Section 4. Successor and Assigns. Whenever in this Indenture any of the parties hereto is named or referred to it shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements in this Indenture contained by or on behalf of the Issuer or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5. Counterparts. This Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Entire Agreement. This writing constitutes the complete entire agreement of the parties and no representations, warranties, covenants or conditions exist which are not set forth herein.

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