

the provisions of this Article X may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental indenture and if such supplemental indenture shall so provide, new Bonds, so modified as to conform, in the opinion of the Trustee, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Grantor, authenticated by the Trustee and delivered without cost to the holders of the Bonds then outstanding, upon surrender for cancellation of such Bonds with all unmatured coupons and all matured coupons not fully paid, in equal aggregate principal amounts.

#### ARTICLE XI

##### Defeasance, Unclaimed Moneys

Section 11.01. If the Grantor shall pay and discharge the entire indebtedness on all Bonds outstanding hereunder in any one or more of the following ways, to wit:

- A. By well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on Bonds outstanding hereunder, as and when the same become due and payable;
- B. By depositing or causing to be deposited with the Trustee, in trust, at or before the date of maturity or redemption, money in the necessary amount to pay or redeem the Bonds outstanding hereunder; and/or
- C. By delivering to the Trustee, for cancellation by it, Bonds outstanding hereunder, together with all unpaid coupons thereto belonging;

and if the Grantor shall also pay or cause to be paid all other sums payable hereunder by the Grantor, then and in that case this Indenture shall cease, determine, and become null and void, and thereupon the Trustee shall, upon Written Request of the Grantor, and upon receipt by the Trustee of an Officers' Certificate of the Grantor and an Opinion of Counsel, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Indenture. The satisfaction and discharge of this Indenture shall be without prejudice to the rights of the Trustee to charge and be reimbursed by the Grantor for any expenditure which it may thereafter incur in connection herewith.

The Grantor may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging, which the Grantor may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 11.02. Upon the deposit with the Trustee, in trust, at or before maturity, of money in the necessary amount to pay or redeem Bonds outstanding hereunder and upon payment