

in trust with the Trustee to pay the principal thereof and all other sums payable thereon and if the Trustee shall have received irrevocable directions so to apply such moneys; provided, however, that, as to Bonds to be prepaid, any notice provided for in respect of their prepayment shall have been given or arrangements satisfactory to the Trustee for the giving of such notice shall have been made. At or before the time of the delivery by the Trustee of the instrument satisfying and canceling this Indenture, the Trustee shall hold in trust for the benefit of the holders of the unpaid Bonds the moneys on deposit with it for the payment thereof. Such satisfaction and cancelation shall not be effected unless the Trustee shall have received an opinion of counsel satisfactory to it, stating, among other things, that all conditions precedent to such satisfaction and cancelation have been complied with.

#### ARTICLE XI

##### Miscellaneous

SECTION 11.1. Execution of Instruments by Bondholders. Any request or other instrument, which this Indenture may require or permit to be signed by the holders of any of the Bonds, shall be signed by such holder or an attorney-in-fact appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney-in-fact, shall be sufficient if the fact and date of the execution by any person of such request or other instrument or writing be proved by the certificate of a notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness to such execution. Any request or other instrument or action by the holder of any Bond shall bind every future holder of the same Bond and the holder of any Bond issued in exchange therefor or in lieu thereof in respect of anything done or suffered to be done by the Trustee or the Company pursuant to such request or other instrument or action.

SECTION 11.2. Limitation of Rights of Others. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person other than the Company, the Trustee and the holders of the Bonds any legal or equitable right, remedy or claim under or in respect of