

Section 11.03. Notwithstanding any provisions of this Indenture, any moneys deposited with the Trustee or any other paying agent in trust for the payment of the principal of, or interest or premium on, any Bonds and remaining unclaimed for six years after the principal of all the Bonds outstanding hereunder has become due and payable (whether at maturity or upon call for redemption or by declaration as provided in this Indenture), shall then be repaid to the Grantor upon its Written Request, and the holders of such Bonds and coupons shall thereafter be entitled to look only to the Grantor for repayment thereof, and all liability of the Trustee or any other paying agent with respect to such moneys shall thereupon cease, provided, however, that before the repayment of such moneys to the Grantor as aforesaid, the Trustee or other paying agent, as the case may be, may (at the cost of the Grantor) first publish a notice, in such form as may be deemed appropriate by the Trustee or such paying agent, in respect of the Bonds or coupons so payable and not presented and in respect of the provisions relating to the repayment to the Grantor of the moneys held for the payment thereof. Such notice shall be published at least once in an Authorized Newspaper. In the event of the repayment of any such moneys to the Grantor as aforesaid, the holders of the Bonds and coupons in respect of which such moneys were deposited shall thereafter be deemed to be unsecured creditors of the Grantor for amounts equivalent to the respective amounts deposited for the payment of such Bonds and coupons and so repaid to the Grantor (without interest thereon). Notwithstanding the foregoing, the Trustee shall, upon the Written Request of the Grantor, repay such moneys to the Grantor at any time earlier than six years if failure to repay such moneys to the Grantor within such earlier period shall give rise to the operation of any escheat statute under applicable state law.

## ARTICLE XII

### Miscellaneous Provisions

Section 12.01. All the covenants, stipulations, promises and agreements in this Indenture contained, by or in behalf of the Grantor, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 12.02. Nothing in this Indenture or in the Bonds or coupons expressed or implied is intended or shall be construed to give to any person other than the Grantor, the Trustee, and the holders of the Bonds and coupons issued hereunder, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provisions therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Grantor, the Trustee and the holders of the Bonds and coupons issued hereunder.

Section 12.03. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.