Whenever the consent of holders of Bonds is required under the provisions of § 17.01, such consent may be given by holders of not less than 66⅔% in principal amount of Bonds at the time outstanding; provided, however, that, so long as The Prudential Insurance Company of America shall be the registered owner of Bonds of 1975 Series in an aggregate principal amount which is not less than 20% in principal amount of Bonds of 1975 Series at the time outstanding, the consent of such company shall also be required.

ARTICLE 18.

Defeasance.

§ 18.01. If the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the Bonds and coupons, the principal and interest to become due thereon and the premium thereon, if any, at the times and in the manner stipulated therein, then these presents and the estate and rights hereby granted shall (at the option of the Company evidenced by a certified resolution delivered to the Trustee) cease, determine and be void, and thereupon the Trustees shall, upon the request of the Company, cancel and discharge the lien of this Indenture, and execute and deliver to the Company such deeds as shall be requisite to satisfy the lien hereof, and reconvey to the Company the estate and title hereby conveyed, and assign and deliver to the Company any property at the time subject to the lien of this Indenture which may then be in their possession.

Bonds and coupons for the payment or redemption of which moneys in the full amount required therefor shall have been deposited with the Trustee, whether at or prior to the maturity or the redemption date of such Bonds, shall for the purposes of this Article 18 be deemed to have been paid; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made therefor.

At or before the time of the delivery by the Trustees of the instruments discharging the lien of this Indenture, the Trustee shall segregate and thereafter hold, as a special trust fund for the benefit of the holders of the unpaid Bonds and coupons, the moneys on deposit with

it for the payment of such Bonds and coupons, such moneys, however, to be subject to repayment to the Company in the manner and upon the conditions provided in § 10.05.

ARTICLE 19.

Miscellaneous Provisions.

§ 19.01. Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation, other than the parties hereto, and the holders of the Bonds and coupons, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the holders of the Bonds and coupons.

§ 19.02. Whenever in this Indenture or in any indenture supplemental hereto provision is made for the cancellation by the Trustee and the delivery to the Company of any Bonds or any coupons, the Trustee may, upon the request of the Company, in lieu of such delivery, cremate such canceled Bonds and coupons in the presence of an officer of the Company (if the Company shall so require) and deliver a certificate of such cremation to the Company.

§ 19.03. In case any one or more of the provisions contained in this Indenture or in the Bonds or coupons shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

§ 19.04. Although this Indenture, for convenience and for the purpose of reference is dated May 1, 1960, the actual date of execution by the Company and by the Trustees is as indicated by their respective acknowledgments hereto annexed.

§ 19.05. In case, by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible to make publication of any notice required