Section 11.02. The cancellation and discharge of this Indenture, however, shall be without prejudice to the rights of the Trustees to be paid any compensation then due them hereunder and to be protected and saved harmless by the Corporations from any and all losses, liabilities, costs and expenses, including counsels' fees at any time incurred by the Trustees hereunder or connected with any bond issued hereunder, and the Corporations hereby covenant to protect and save the Trustees harmless from any and all such losses, liabilities, costs and expenses.

Section 11.03. Any and all funds received by or deposited with the Trustees for payment of principal, premium or interest of bonds hereunder and not applied to the payment of bonds and coupons as aforesaid within a period of ten calendar years after the latest date moneys are provided to pay any indebtedness secured by this Indenture shall be repaid to the Corporations by the Corporate Trustee on written demand, and thereupon all liability of the Corporate Trustee with respect to such moneys shall cease, and the holders of bonds and coupons shall thereafter be entitled to look only to the Corporations for the payment thereof.

ARTICLE TWELVE

MODIFICATION OF INDENTURE

Section 12.01. Subject to the terms and provisions of this Section, holders of at least Sixty-six and two-thirds per cent (66-2/3%) in principal amount of the Bonds at the time outstanding (determined as provided in Section 9.02 of Article Nine) shall have the right, from time to time, to consent to the execution by theCorporations and the Trustees of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by them for the purpose of modifying or amending any of the terms or provisions contained in this Indenture or in any supplemental indenture or in the Bonds; provided, however, that no such modification or amendments shall

(a) extend the maturity of the Bonds;

(b) reduce the rate of interest upon the Bonds;

(c) modify or amend the terms of payment of principal of or interest upon the Bonds or impose any conditions with respect thereto;

(d) affect the rights of the holders of less than all of the Bonds then outstanding; or

(e) reduce the percentage required by the provisions of this Section for the taking of any action under this Section.

If at any time the Corporations shall request the Trustees to enter into a supplemental indenture, the Trustees unless they believe that such proposed supplemental indenture shall contain provisions which affect their rights or obligations and to which