

by Exhibit A annexed hereto and made a part hereof (said Indenture of Mortgage and Deed of Trust, together with said First Supplemental Indenture being hereinafter referred to as the "Indenture"); and

WHEREAS, as provided in said Indenture of Mortgage and Deed of Trust in the event of a merger of NII into the Company, the NII Note has been cancelled by the Trustees and is being delivered to the Company simultaneously with the execution of this Release and Satisfaction by the Trustees, and the indebtedness evidenced by the NII Note is now merged into that evidenced by said First Mortgage and Collateral Trust Bonds and secured by said Indenture of Mortgage and Deed of Trust as supplemented;

WHEREAS, the Company, having demanded a satisfaction of the Mortgage, and all conditions precedent provided for in the Mortgage having been complied with, is entitled to a satisfaction and discharge of the Mortgage;

NOW, THEREFORE, in consideration of the premises and for the sum of One Dollar (\$1) to them paid by the Company before the execution hereof, the receipt of which is hereby acknowledged, the Trustees, as trustees, assignees, pledgees and mortgagees for the benefit of themselves and of the owners and holders of said Bonds, do hereby cancel, release, satisfy and discharge the Mortgage.

The Trustees hereby acknowledge that the NII Note outstanding on the date hereof and secured by the Mortgage