

ARTICLE X.

DISCHARGE OF INDENTURE.

SECTION 10.01. If and when all the Notes executed and delivered hereunder shall have become due and payable (whether by lapse of time or by acceleration or by the exercise of the privilege of prepayment), the Company shall well and truly pay or cause to be paid the full amount due for principal, interest and premium, if any (with interest at the rate of 7% per annum on the unpaid principal amount of the Notes after the happening of any event of default described in clause (a) of Section 7.01) and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company according to the true intent and meaning of this Indenture, then and in that case this Indenture and all agreements herein contained cease and terminate and the Trustees shall satisfy and cancel the same as a mortgage on the properties and execute and deliver such deeds or other instruments as shall be required to satisfy and discharge the lien hereof and to reconvey the Trust Estate to the Company. For this purpose, Notes for the prepayment of which and Notes for the payment of the principal of which and interest and other sums payable thereon, moneys shall have been set apart by, or deposited in trust with, the Trustee with irrevocable directions so to apply the same, shall be deemed to be paid, provided that, as to Notes to be prepaid, the notice provided for in respect to 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 Trustees of the instrument satisfying and cancelling this Indenture as a mortgage on the properties, the Trustee shall hold in trust for the benefit of the holders of the unpaid Notes the moneys on deposit with it for the payment of such Notes. Such cancellation and discharge of this Indenture shall not be effected unless the Trustee shall have received an opinion of counsel satisfactory to the Trustee, stating, among other things, that in the opinion of the signer all conditions precedent to such cancellation and discharge prescribed by this Article X have been complied with.

SECTION 10.02. At the expiration of six years following the date when all the Notes executed and delivered hereunder shall have become due and payable (whether by lapse of time or by acceleration or by the exercise of the privilege of prepayment), the trust established by the terms of this Indenture on moneys deposited for payment of principal, interest and premium, if any, of the Notes, as the case may be, shall automatically cease and terminate and any moneys deposited for such purposes then remaining on deposit with the Trustee unclaimed by the holder entitled thereto shall be repaid to the Company by the Trustee on written demand made after such date; and the holder of any of the Notes entitled to receive such moneys shall thereafter look only to the Company for the payment thereof; provided, however, that the Trustee before being required to make any such repayment may at the expense of the Company cause to be published at least once in a daily newspaper of general circulation in the City of Newark, State of New Jersey, a