

ARTICLE X.

DISCHARGE OF INDENTURE.

SECTION 10.01. If, when all the Notes issued and outstanding hereunder shall have become due and payable (whether by lapse of time or by acceleration or by the exercise of the privilege or 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 eleven and one-fourth per cent (11-1/4%) per annum, or if such rate exceeds the maximum permitted by law, at such maximum rate, 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, shall 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. 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 payees and 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 (6) years following the date when all the Notes issued and outstanding 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