

ARTICLE VII**DISCHARGE OF MORTGAGE**

§ 7.01. **DISCHARGE.** If the Company, or its successors or assigns, shall pay or cause to be paid unto the Mortgagee the principal of, and premium, if any, and interest to become due on the Notes at the times and in the manner stipulated therein, together with all other sums secured hereby, then this Indenture and the estate and the rights hereby granted shall cease, determine and be void, and thereupon the Mortgagee shall, upon the request of the Company, cancel and discharge the lien of this Indenture, and execute and deliver to the Company and Cork 'N Cleaver such deeds or other instruments as shall be requisite to satisfy the lien hereof, and shall reconvey to the Company the estate and title hereby conveyed, and shall assign and deliver to the Company and Cork 'N Cleaver any property hereby pledged which may then be in its possession.

ARTICLE VIII**MISCELLANEOUS PROVISIONS**

§ 8.01. **SUCCESSORS AND ASSIGNS.** Whenever in the Indenture any of the parties hereto are named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in the Indenture contained by or on behalf of the Company or Cork 'N Cleaver or by or on behalf of the Mortgagee shall bind and inure to the benefit of the respective successors and assigns of such party, whether so expressed or not.

§ 8.02. **COUNTERPARTS.** This instrument may be executed in several counterparts, all or any of which may be treated for all purposes as one original and shall constitute and be one and the same instrument.

§ 8.03. **HEADINGS NOT TO AFFECT CONSTRUCTION.** The headings of the Articles and Sections herein are for convenience only and shall not affect the construction hereof.

§ 8.04. **DATE OF INSTRUMENT.** The date of this instrument is used for convenience only. The actual date of the execution and delivery is