

ARTICLE X

Discharge of Mortgage

SECTION 10.01. *Payment of Notes.* If and 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 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 six per cent (6%) 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 Mortgage, and shall have performed all of its obligations hereunder, then and in that case this Mortgage and all agreements herein contained, shall cease and terminate and the Trustees, at the request of and at the expense of the Company, shall satisfy and cancel the same and execute and deliver such instruments as shall be required to satisfy and discharge the lien hereof and to reconvey to the Company the Trust Estate. For this purpose, Notes for the prepayment of which and Notes for the payment of the principal and interest of which moneys shall have been set apart by or deposited in trust with, the Trustees 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 Mortgage, 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 request of the Company for the cancellation and discharge of this Mortgage shall be accompanied by 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. *Notes.* At the expiration of six 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 Mortgage 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 the moneys deposited for such purposes then remaining on deposit with the Trustee undclaimed 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 New York, State of New York, a notice to the effect that said moneys have not been applied for the purpose for which they were deposited, the said trust has terminated, and that after a date named therein, which shall not be less than ten days after the date of first publication of said notice, any unclaimed balances of said moneys then remaining in the hands of the Trustee will be returned to the Company.

ARTICLE XI

Miscellaneous

SECTION 11.01. *No Recourse.* No recourse shall be had for the payment of the principal or interest or premium, if any, on the Notes or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Mortgage, against any incorporator, stockholder, officer or director, as such, past, present or future, of the