The Corporate Trustee agrees to pay to the authenticating agent from time to time reasonable compensation for its services, and the Trustee shall be entitled to be reimbursed for such payments from the Company subject to the provisions of Section 16.08 hereof. The provisions of Sections 13.01, 16.03 and 16.04 hereof shall be applicable to any authenticating agent.

ARTICLE 17.

Discharge of Mortgage.

Section 17.01. This Indenture shall cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of Bonds herein expressly provided for and rights to receive payments of interest thereon), and the Trustees, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture and any deed to secure debt, when

(1) either

- (A) all Bonds theretofore authenticated and delivered (other than (i) Bonds which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.08 hereof, and (ii) Bonds for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 20.03 hereof) have been delivered to the Corporate Trustee for cancellation; or
- (B) all such Bonds not theretofore delivered to the Corporate Trustee for cancellation
 - (i) have become due and payable, or
 - (ii) will become due and payable at their Stated Maturity within one year, or
 - (iii) are to be called for redemption within one year under arrangements satisfactory to the Corporate Trustee for the giving of notice of redemption by the Corporate Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) above, has deposited or caused to be deposited with the Corporate Trustee, as trust funds in trust for the purpose, an amount sufficient to pay and discharge the entire indebtedness on such Bonds not theretofore delivered to the Corporate Trustee for cancellation, for principal, and premium, if any, and interest to the date of such deposit (in the case of Bonds which have become due and payable), or to the Stated Maturity or Redemption Date, as the case may be:

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

328 RV.23