

der or cause to be surrendered the said Debenture or Debentures to the Trustee, and upon receipt of same duly cancelled by the holder thereof, the Trustee shall deliver to said holder or to his authorized agent Thirty-seven and one-half (37½) shares of the common stock of the Company for each Debenture of the denomination of Five Hundred Dollars (\$500.00), and Seventy-five (75) shares of the common stock of the Company for each Debenture of the denomination of One Thousand Dollars (\$1,000.00) so surrendered for conversion.

Section 9.03. The Trustee shall thereupon notify the Company of the effective date of said conversion which shall be the date upon which the said Debenture or Debentures were surrendered to the Trustee for conversion, and the Company shall thereupon pay to the former holder of any Debenture or Debentures having converted the same any accrued and unpaid interest thereon.

Section 9.04. The Trustee shall deliver to the Company any Debenture or Debentures surrendered to it for conversion as aforesaid which the Trustee, prior to such delivery, shall mark "cancelled" with the date of said cancellation.

Section 9.05. When any Debenture or Debentures have been surrendered to the Trustee by reason of having been redeemed or paid at maturity, the Trustee in addition to delivering the said Debenture or Debentures to the Company shall surrender to the Company Thirty-seven and one-half (37½) shares of the common stock of the Company for each Debenture of the denomination of Five Hundred Dollars (\$500.00) so redeemed or paid, and Seventy-five (75) shares of the common stock of the Company for each Debenture of the denomination of One Thousand Dollars (\$1,000.00) so redeemed or paid. Upon the payment or redemption of all the Debentures issued under the terms of this Indenture, the Trustee shall forthwith surrender to the Company, if it has not already done so, all of the shares of common stock deposited by the Company with the Trustee under Section 9.01 and not required for use under the conversion privileges of this Indenture.

#### ARTICLE TENTH

##### Discharge and Satisfaction

If, when all of the Debentures at the time outstanding shall have become due and payable, either at maturity or by declaration or otherwise, the Company well and truly shall have paid or caused to be paid the whole amount of the principal moneys and interest due upon all such Debentures, or if the Company shall have deposited with the Trustee, for the payment of any and all of the Debentures then outstanding, the entire amount then or thereafter due thereon to maturity, or shall deliver to the Trustee for cancellation all Debentures issued hereunder and not theretofore cancelled, or if, at any time, the Company shall have caused notice of redemption of all outstanding Debentures to be duly published, as provided herein, or shall have made provision satisfactory to the Trustee for the publication of such notice, and shall have paid to the Trustee a sum equal to the redemption price of all outstanding Debentures applicable on the date fixed for such redemption, and if in any such case the Company also shall pay or shall cause to be paid all other sums payable hereunder by the Company, including reasonable compensation to the Trustee and its agents and attorneys, and its reasonable expenses, and well and truly shall keep and perform all the things herein required to be kept and performed by it according to the true intent and meaning of this Indenture, then and in that case this Indenture shall cease to be of further effect, and the Trustee, on written request of the Company, accompanied by the certificate and opinion required by Section 12.03