

payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, then and in that case all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Company, and the estate, right, title and interest of the Trustees and the holders of the Notes therein shall thereupon cease, terminate and become void; and the Trustees, in such case, on demand of the Company and at its cost and expense, shall execute and deliver to the Company a proper instrument or proper instruments acknowledging the satisfaction and termination of this Indenture, and shall convey, assign and transfer, or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Company, all property, including money, then held by the Trustees, other than moneys deposited with the Trustee for the payment of the principal of and premium, if any, or interest on any Notes.

SECTION 12.02. *Trustee's Retention of Moneys Deposited for Payment of Notes.* Payment of the Notes being so duly provided for, the Company shall not be required to pay interest in respect of any period after the due date thereof to any holder of Notes, and any moneys deposited for the payment of principal or interest or for prepayment, or otherwise, remaining unclaimed in the possession of the Trustee for 6 years after the date of the maturity of the Notes or the date fixed for the prepayment of the Notes, as the case may be, shall be repaid to the Company upon its request and holders of such Notes shall thereafter be entitled to look only to the Company for payment thereof.

ARTICLE THIRTEENTH.

SPECIAL MORTGAGE OF PROPERTY IN LOUISIANA.

SECTION 13.1. *Construction in respect of Louisiana Properties.* It is hereby agreed that, insofar as the Properties situated in the State of Louisiana are concerned, the general language of conveyance to the Trustees in this instrument is intended and shall be construed as words of hypothecation and not of conveyance, and this instrument shall be considered as an Act of Mortgage, Chattel Mortgage and Pledge under the laws of the State of Louisiana by the Company in favor of the holders of the Notes.

SECTION 13.2. *Special Mortgage.* In order to secure full and punctual payment of the Notes described in Section 2.01 at maturity, or when otherwise due hereunder, or as the same may be extended, and any and all of its other indebtedness secured by this instrument, the Company does, by these presents, mortgage, pledge and specially hypothecate in favor of, and to inure to the use and benefit of the holders of the Notes, such Properties as are situated in the State of Louisiana.

SECTION 13.3. *Remedies.* The Company hereby confesses judgment in favor of the holders of the Notes up to the full amount of principal thereof and interest thereon, together with all costs, charges, expenses, taxes, assessments, fees and other amounts payable by the Company in accordance with the terms hereof, and does by these presents consent and agree and stipulate that, upon the occurrence of an Event of Default, the holders of the Notes may, at the option of such holders, without making demand and without notice or putting in default, the same being hereby expressly waived, cause all and singular the property of the Company herein mortgaged to be seized and sold by executory process issued by any competent court, or to proceed with the enforcement of this Mortgage in any manner prescribed by law, the Company hereby waiving the benefit of any laws or parts of laws relating to the appraisalment of the property seized and sold under executory process or other legal process, and consenting that the Properties of the Company be sold without appraisalment to the highest bidder for cash.

SECTION 13.4. *Pactum de non Alienando.* The Company agrees that the Properties shall remain mortgaged, hypothecated and pledged until full and final payment of the principal of and interest on the Notes and any and all other amounts owing by the Company and secured by this instrument; and the Company further agrees and binds itself, its successors and assigns, not to sell, alienate or encumber the Properties or any part thereof to the prejudice of this Mortgage.