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## ARTICLE IX

## DEFEASANCE AND DISCHARGE

Section 9.01. Satisfaction and Release of Indenture. If the Obligor shall pay the principal and interest payable upon all Bonds and coupons outstanding, or, if when all of the Bonds shall have become due and payable or shall have been duly called for redemption, or when the Trustee shall have been irrevocably authorized by the Obligor to give or complete such notice of redemption, the Obligor shall have provided for such payment by depositing with the Trustee the amount due for principal and interest and shall have surrendered to the Trustee for cancellation all Bonds and coupons for which money is not deposited with the Trustee, and shall also pay or provide all other sums payable hereunder by the Obligor, and shall keep and perform all things, required to be kept and performed by it, then all the trust estate hereby conveyed or assigned, and then subject hereto (other than moneys so deposited for the payment of the principal and interest and premium, if any, on the Bonds) shall revert to the Obligor, and the estate, right, title and interest of the Trustee hereunder in respect thereof shall thereupon cease and determine. In such case, the Trustee, on demand of the Obligor and at its cost and expense and upon receipt of

- (a) a certificate of the Trustees of the Obligor stating that the conditions precedent to the release and discharge of the Indenture have been complied with, and
- (b) an opinion of counsel stating that in his opinion the conditions precedent to the release and discharge of this Indenture have been complied with,

shall execute and deliver to the Obligor proper instruments acknowledging satisfaction and release of this Indenture and all proper documents necessary to revert the trust estate and all parts thereof in the Obligor and any other parties or persons according to their respective interests, free from the lien hereof.

Section 9.02. Unclaimed Funds. Any and all funds received by and deposited with the Trustee for payment of principal and interest of Bonds hereunder and not applied to the payment of Bonds and coupons as aforesaid within a period of 6 calendar years after the latest date moneys are provided to pay any indebtedness secured by this Indenture shall be repaid to the Obligor by the Trustee on written demand, and thereupon all liability of the Trustee with respect to such moneys shall cease, and the Bondholders shall thereafter be entitled to look only to the Obligor for payment.

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