

delivered to the Trustee for cancellation, including all principal and all accrued interest (including Deferred Interest and Defaulted Interest) in accordance with the Priority of Payments to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or the Redemption Date, as the case may be; *provided* that (x) such obligations are entitled to the full faith and credit of the United States of America and (y) this subsection (B) shall not apply if an election to act in accordance with the provisions of Section 5.5(a) shall have been made and not rescinded; or

(C) the Issuer has delivered to the Trustee a certificate stating that (A) there is no Collateral that remains subject to the lien of this Indenture, (B) all Securities Lending Agreements and Hedge Agreements have been terminated; and (C) all funds on deposit in the Accounts have been distributed in accordance with the terms of this Indenture or have otherwise been irrevocably deposited with the Trustee for such purpose; and

(ii) each of the Co-Issuers has paid or caused to be paid all other sums payable hereunder (including amounts payable pursuant to the Hedge Agreements, the Collateral Administration Agreement and the Investment Management Agreement) and no other amounts will become due and payable by the Co-Issuers; and

(iii) each of the Co-Issuers has delivered to the Trustee an Officer's certificate stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

In connection with delivery by each of the Co-Issuers of the Officer's certificate referred to above, the Trustee will confirm to the Co-Issuers that (i) there are no Pledged Obligations that remain subject to the lien of this Indenture, (ii) to its knowledge, all Hedge Agreements and any Securities Lending Agreements have been terminated and (iii) all funds on deposit in the Accounts have been distributed in accordance with the terms of this Indenture (including the Priority of Payments) or have otherwise been irrevocably deposited in trust with the Trustee for such purpose.

In connection with such discharge, the Trustee shall notify all Holders of Outstanding Securities (A) that (i) there are no Pledged Obligations that remain subject to the lien of this Indenture, (ii) all proceeds thereof have been distributed in accordance with the terms of this Indenture (including the Priority of Payments) or are otherwise held in trust by the Trustee for such purpose and (iii) the Indenture has been discharged and (B) of the location of the designated office at which Definitive Securities should be surrendered for cancellation.

Upon the discharge of this Indenture, the Trustee shall give prompt notice of such discharge to the Issuer, and shall provide such certifications to the Issuer or the Administrator as may be reasonably required by the Issuer or the Administrator in order for the liquidation of the Issuer to be completed.

Notwithstanding the satisfaction and discharge of this Indenture, the rights and obligations of the Issuer, the Co-Issuer, the Trustee, the Investment Manager and, if applicable,