

ARTICLE IV
SATISFACTION AND DISCHARGE

Section 4.1. Satisfaction and Discharge of Indenture.

This Indenture shall be discharged and shall cease to be of further effect with respect to the Collateral and the Securities except as to:

- (a) rights of registration of transfer and exchange,
- (b) substitution of mutilated, defaced, destroyed, lost or stolen Securities,
- (c) rights of Holders to receive payments thereon as provided,
- (d) the rights, protections (including indemnities) and immunities of the Trustee hereunder and the obligations of the Trustee under Article IV and the Collateral Administrator under the Collateral Administration Agreement,
- (e) the rights and protections (including indemnities) of the Investment Manager hereunder and under the Investment Management Agreement,
- (f) payment of any principal or Excess Interest as provided for under the Priority of Payments, and
- (g) the rights of Holders as beneficiaries hereof with respect to the property deposited with the Trustee and payable to all or any of them;

and the Trustee, at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when:

- (i) either:
 - (A) all Securities theretofore authenticated and delivered (other than (1) Securities which have been mutilated, defaced, destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.6 and (2) Securities for whose payment funds have theretofore irrevocably been deposited in trust and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 7.3) have been delivered to the Trustee for cancellation; or
 - (B) all Securities not theretofore delivered to the Trustee for cancellation (1) have become due and payable, (2) will become due and payable at their Stated Maturity within one year, or (3) are to be called for redemption pursuant to Article IX, and, in each case, the Issuer has irrevocably deposited or caused to be deposited with the Trustee, in trust for such purpose, cash or noncallable direct obligations of the United States of America in an amount sufficient, as verified by a firm of nationally recognized Independent certified public accountants or recalculated by a nationally recognized investment banking firm, to pay and discharge the entire indebtedness on all Notes not theretofore