

SECTION 2.03. *Delivery of Certified Copies of Series A Notes, Other Documents.* Immediately upon the execution and delivery of the Series A Notes, the Company shall deliver to the Trustee the documents specified in clauses (a), (b) and (c) of Section 1.01.

SECTION 2.04. *Payment of Series A Notes, Quarterly Installments.* The principal of and interest on each of the Series A Notes shall be payable, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, in 100 equal quarterly installments in the amount specified therein on the first day of each successive quarter annual period commencing July 1, 1964, and continuing to and including April 1, 1989 (the aforesaid equal quarterly payments being hereinafter termed "Installment Payments" and their due dates being hereafter termed "Installment Dates"), provided that if the Series A Notes are issued on a date other than the first day of a month, a sum equal to interest at the rate specified therein on the principal amount thereof from the date of issue to but not including the first day of the following month (on the basis of a 365 day year for the actual number of days involved) shall be payable on the first day of the following month. The Installment Payments in respect of each Series A Note shall be applied first to the interest accrued and unpaid on such Note and the balance to the principal thereof, and the amount of each Installment Payment specified in each Series A Note shall be such that upon the due payment of all Installment Payments there shall have been paid to the holder of such Series A Note at maturity the entire principal amount thereof, together with all interest thereon from April 1, 1964, to and including April 1, 1989.

SECTION 2.05. *Reduction of Installment Payments upon Prepayments.* Upon each partial prepayment of Series A Notes under Article V (except Installment Payments pursuant to Section 5.03) or Article VI, each Installment Payment which shall thereafter be payable on each Series A Note shall be reduced (and if previously reduced, shall be further reduced) by an amount, computed to the nearest cent,

which shall be the same percentage (computed at least to the nearest one-one hundredth of 1%) of the amount of the Installment Payments prevailing immediately prior to such prepayment as the principal amount of Series A Notes which have been so prepaid is of the aggregate principal amount of all Series A Notes outstanding hereunder immediately prior to such prepayment.

### ARTICLE III

#### Particular Covenants of the Company

The Company hereby covenants and agrees that:

SECTION 3.01. *Title; Further Assurances.* The Company warrants that the Company is the owner of the legal and beneficial title to, and is lawfully seized and possessed of, the estates and property now included in the Trust Estate free and clear of all liens and encumbrances, except as in Schedule A hereto set forth and Permitted Encumbrances, and has good title, full power and lawful authority to grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, set over and confirm the same to the Trustees in the manner and form herein done or intended herein and in the separate assignment and agreement (the "Assignment") dated the date of this Mortgage, between the Company, the Lessee and the Trustees, whereby, among other things, there is assigned the Company's interest in the Assigned Lease and the rents and payments due to it thereunder all as provided for in the Assignment. The Company warrants that the Assigned Lease and the Ground Leases are valid and subsisting leases of the property purported to be leased thereby for the terms therein set forth, and that there are no defaults thereunder and that the copy of the Lease filed with the Trustee is a true, correct and complete copy thereof. Subject as stated in the granting clauses hereof, the Company has and will preserve indefeasible title to the Trust Estate and does hereby and will forever warrant and defend the same to the Trustees and their respective successors and assigns hereunder against the claims of all persons and parties whomsoever. The Company warrants that the restrictions, exceptions, reservations, limitations, interests and other matters, if any, set forth immediately following the