

is a part of, or is effected in anticipation of, any refunding operation involving, directly or indirectly, any borrowing or the issuance of any security, or the incurring of any indebtedness at an interest rate or an effective annual cost (computed in accordance with generally accepted financial practice) of less than 5.25% per annum and that prior to any such prepayment the Company shall deliver to the Trustee an Officers' Certificate stating that the proposed prepayment is in compliance with the provisions of this Section 6.02.

**SECTION 6.03. Notice of Optional Prepayments.** In the case of any prepayment of Series A Notes pursuant to Section 6.02 hereof notice thereof shall be sent by or on behalf of the Company by prepaid, registered mail not less than 30 nor more than 45 days prior to the date fixed for prepayment to each holder of Series A Notes. Said notice shall specify the date fixed for prepayment, the unpaid principal amount of each Series A Note, the amount to be prepaid and the applicable premium, if any.

**SECTION 6.04. Deposit of Prepayments; Cessation of Interest.** On or before the date of a prepayment provided for in Section 6.02, the Company shall deposit or cause to be deposited the monies required for such prepayment with the Trustee together with an Officers' Certificate directing that such monies are to be applied by the Trustee on a specified Instalment Date to the prepayment of all or a stated portion of outstanding Notes pursuant to the provisions of said Section and specifying the portion of such monies representing the applicable premium required to be paid pursuant to said Section 6.02 and the portion representing accrued interest, and further stating that all conditions precedent to such prepayment, including the giving of the notice referred to in Section 6.03, have been complied with. The Trustee shall apply such monies to the prepayment of outstanding Series A Notes on the date fixed for prepayment as provided in this Article VI. Interest on any Note or portion of the principal amount thereof called for prepayment shall cease upon the date fixed for prepayment unless default shall be made in the prepayment thereof.

**SECTION 6.05. Partial Prepayment Pro rata.** In the case of each partial prepayment of Notes, whether required or optional, the aggregate principal amount to be prepaid shall be allocated among the holders of all the Notes at the time outstanding in the proportion, as nearly as practicable, that the respective unpaid principal amounts of the Notes (not theretofore called for prepayment) then held by them, respectively, bears to the aggregate unpaid principal amount of all of the Notes at the time outstanding; unless there shall have been delivered to the Trustee written directions executed by the holders of all then outstanding Notes specifying the Notes and the respective amounts thereof to be prepaid, in which case such prepayment shall be made in accordance with such written directions.

Upon each partial prepayment of Notes, each Instalment Payment which shall thereafter be payable on each Note shall be reduced so that upon the due payment of all remaining reduced equal Instalment Payments there shall have been paid at final maturity to the holder of the Note all of the principal amount of such Note, as reduced by such partial prepayment, together with all accrued interest at the rate provided for therein.

**SECTION 6.06. Amortization Schedules.** Prior to each prepayment of Notes pursuant to Sections 5.04, 5.05 or 6.02 of this Mortgage or any provision of any supplemental mortgage, the Company shall deliver to the Trustee and to each holder thereof a separate amortization schedule with respect to each Note then being partially prepaid, which schedule shall have been prepared by Financial Publishing Company, of Boston, Massachusetts (or any successor thereto or other person satisfactory to the Trustee offering comparable services), and which sets forth the amounts of the payments of principal and interest to be made on each Note so prepaid after the date of such partial prepayment.

**SECTION 6.07. Restriction of Prepayment of Additional Notes.** So long as any Series A Notes shall remain outstanding, no new series of Notes shall be authorized or issued hereunder unless provision is made