

provided, that the Trustee shall not incur any liability as a result of any such sale or withdrawal. All moneys at any time held by the Trustee pursuant to this Section 5.07 shall be paid over to the Tenant when and to the extent that the Tenant is entitled to receive the same under the provisions of the Lease, but only upon receipt by the Trustee of the respective requests and certificates, if any, provided for therein. No such payment to the Tenant shall be made if to the Trustee's actual knowledge any default shall have happened and be continuing under the Lease.

(b) Any such moneys received by the Trustee and held pursuant to the provisions of Section 5.07(a), which the landlord under the Lease is entitled to retain pursuant to any provision thereof, shall be applied promptly to the partial prepayment of the Notes, without premium, plus accrued and unpaid interest thereon to the date fixed for prepayment.

SECTION 5.08. *Proceeds of Mortgage Title Insurance.* Any moneys received by the Trustees as payment for any loss under any policy of mortgage title insurance which was delivered by the Company pursuant to Section 3.14 shall become part of the Trust Estate.

ARTICLE SIXTH.

MANNER OF PREPAYMENT OF NOTES.

SECTION 6.01. No prepayment of any Notes may be made except to the extent and in the manner expressly permitted by this Indenture. Every prepayment of Notes required to be made pursuant to Article Fifth shall be made in accordance with the provisions of this Article Sixth.

SECTION 6.02. *Optional Prepayment.* In addition to any prepayment of Notes required pursuant to Article Fifth, the Company may, at its option, prepay all the then outstanding Secured Notes in whole (but not in part) on any Instalment Payment date thereof on or after December 1, 1982, at a price equal to 100% of the unpaid principal amount of the Secured Notes to be prepaid, plus accrued and unpaid interest thereon to the date fixed for prepayment, plus a premium equal to the applicable percentage of the principal amount being prepaid set forth below:

<u>12 Months Period Beginning December 1</u>	<u>Percentage</u>
1982.....	5%
1983.....	4½%
1984.....	4%
1985.....	3½%
1986.....	3%
1987.....	2½%
1988.....	2%
1989.....	1½%

SECTION 6.03. *Notice of Prepayment; Partial Prepayment; Deposit of Moneys.* (a) In the case of any prepayment of the Notes, notice thereof in writing to the holders of the Notes to be prepaid shall be sent by the Company (or by the Trustee as agent and attorney in fact of the Company in the event of any prepayment of Notes required to be made pursuant to this Indenture) by prepaid registered or certified mail to the holder of each Note to be prepaid at its address set forth in the Register, at least 20 days prior to the date fixed for prepayment. Any notice so mailed shall be conclusively presumed to have been given to such holder whether or not such holder actually receives such notice. Such notice shall specify the date