

CANCELLED

and for prepayment, the provision hereof under which such prepayment is being effected and in every case stating that on the date fixed for prepayment there will become due and payable upon each Note or portion thereof so to be prepaid, at the place where the principal of the Notes to be prepaid is payable, the specified amount of principal thereof, together with the accrued interest to such date, with such premium, if any, as is payable thereon and after such date interest thereon shall cease to accrue. A copy of each such notice sent by the Company to each holder shall also be sent to the Trustee at the time such notice is sent.

(b) In the event of any partial prepayment of the Notes of any series, the aggregate principal amount of the Notes of each series to be prepaid shall be prorated by the Trustee among the holders thereof in proportion to the unpaid principal amount of such Notes held by them, and the Trustee shall designate the portions of the Notes of each such holder to be prepaid. Upon any partial prepayment of Notes of any series, each Instalment Payment which shall thereafter be payable on each Note of such series shall be proportionately reduced so that upon the due payment of all remaining Instalment Payments thereon so reduced there shall have been paid to the holder of such Note the entire unpaid principal amount thereof, together with accrued interest.

(c) On or prior to the date fixed for any prepayment of Notes the moneys required for such prepayment shall be deposited with the Trustee by the Company. Interest on any Note designated for prepayment or on any portion of the principal amount of any Note designated for prepayment shall cease upon the date fixed for prepayment unless default shall be made in the payment of the price payable upon the prepayment thereof.

SECTION 6.04. *Amortization Schedules.* On the date of the partial prepayment of any Note, the Company shall deliver to the Trustee two copies of an amortization schedule with respect to such Note setting forth the amount of the Instalment Payments to be made on such Note after the date of such partial prepayment and the unpaid principal balance of such Note after each such Instalment Payment. The Trustee shall deliver one such copy of the applicable schedule to the holder of such Note at its address set forth in the Register.

#### ARTICLE SEVENTH.

##### REMEDIES OF THE TRUSTEES AND THE NOTEHOLDERS.

SECTION 7.01. *Events of Default.* If one or more of the following events, herein termed Events of Default, shall happen and be continuing, namely:

(a) failure by the Company to pay any interest payment or Instalment Payment on any Note and the continuation of such failure for a period of 10 days after notice specifying such failure and demanding that the same be remedied shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of at least 25% of the principal amount of the Notes then outstanding, or failure to pay any other payment of the principal of or premium, if any, on any Note, when and as the same shall become due and payable, whether at maturity or upon designation for prepayment or by declaration or upon sale as in Section 7.07 provided; or

(b) termination of the Lease before the expiration of the term thereof for any reason other than a termination by reason of the purchase by the Tenant (pursuant to the provisions thereof and at an amount not less than the purchase price specified therein) of any of the Properties, or the amendment or modification of the Lease (except as expressly provided for herein or therein), or the subleasing of any of the Properties or the assigning of the Lease, except as expressly provided for in the Lease, or the hypothecation of the Lease; or