

owners of the Notes or the Trustees with respect to the Trust Estate, this Indenture or the indebtedness evidenced by any Note (other than any tax or charge upon the income or earnings from such Note) and (ii) the Company (A) in the case of any taxes imposed with respect to the indebtedness evidenced by the Notes shall not pay such taxes or charges or (B) in the case of any or all of the taxes referred to in clause (i) above cannot be compelled by law to pay such taxes or charges or the amount of such taxes or charges cannot reasonably be determined, then the Trustee may, and upon the request of the registered owners of the Notes shall, upon at least 30 days' notice to the Company, declare the entire principal amount of all the Notes then outstanding, all accrued and unpaid interest thereon and the premium, if any, to be due and payable immediately, and upon any such declaration the principal of the Notes and such accrued and unpaid interest and premium, if any, shall become immediately due and payable, anything in the Notes or in this Indenture contained to the contrary notwithstanding.

Section 6.4. Partial Prepayment. In any case of the partial prepayment of Notes pursuant to this Indenture, the Trustee shall allocate the amount to be applied to prepayment of the Notes of each series to be prepaid in the same proportion as the Notes of each series to be prepaid bears to the Notes of all series to be prepaid. The aggregate principal amount of the Notes of each series to be prepaid shall be prorated by the Trustee among the registered owners of such Notes in the proportions which the aggregate unpaid principal amount of such Notes held by each such registered owner bears to the aggregate unpaid principal amount of the outstanding Notes of