

ARTICLE X
PREPAYMENTS

SECTION 10.01. Optional Prepayment. At any time after July 1, 1987, the Corporation shall have, and is hereby granted, the option to prepay the Notes, in whole or in part, on any Interest Payment Date, in amounts equal to the principal installments of the respective Notes, together with a premium equal to one percent (1%) per annum of the amount prepaid from the date of prepayment to the maturity date of the installments of principal so prepaid plus interest accrued to the date of prepayment. The Corporation may also prepay the Notes, in their entirety, without penalty or premium (other than amounts required to be paid under Article V of the Guaranty), and all other amounts payable to the Lenders in accordance with Section 4.01 hereof at any time after there shall have occurred a Determination of Taxability and in accordance with Section 7.02 hereof on or prior to the first to occur of the date specified therein. Notwithstanding anything herein to the contrary, the Corporation may not prepay one or more installments of principal on any one of the Notes without simultaneously therewith prepaying an equal number of installments of principal on the other one of the Notes.

SECTION 10.02. Mandatory Prepayments. Prepayment of the Notes in accordance with the terms of Sections 3.06, 6.02, 6.03, 6.04, 6.05 or 6.06 of this Agreement may be made at such times as required by those sections, without premium or prepayment penalties, in the manner and in amounts required by such sections.

SECTION 10.03. Application of Prepayment. All prepayments under the provisions of Article VI hereof or this Article X shall be applied to principal installments of the Notes in inverse order of maturity and shall in no way suspend any obligations of the Corporation under this Agreement, the Notes or the Guaranty until all obligations of the Corporation thereunder are paid in full.