

SECTION 9.04. *Supplemental Mortgages and Issue of Additional Notes on Basis of Certain Construction Costs.* For the purpose of implementing Section 6.2 of the Assigned Lease, and subject to fulfillment of the conditions specified in said Section 6.2 and the conditions hereinafter in this Section 9.04 set forth, Notes ("Additional Notes") in addition to those authorized to be issued pursuant to Article II, may from time to time be issued by the Company and the Trustees may enter into one or more mortgages supplemental hereto to provide for the issuance of such Additional Notes, all for the sole purpose of the Company's reimbursement of the Lessee's Construction Costs incurred in compliance with the Assigned Lease.

The following shall be conditions precedent to issuance of any Additional Notes hereunder and to the execution and delivery of any supplemental mortgage pursuant to this Section 9.04. In the event that the Company receives from Lessee a request for reimbursement of Construction Costs pursuant to Section 6.2 of the Assigned Lease, the Company shall forward such request and copies of the accompanying documents specified in said Section 6.2 to the Trustee and to all the then holders of Series A Notes and to any of the original holders of Series A Notes who then hold any Notes of any other series then outstanding under this Mortgage. The Company shall therewith offer to sell Additional Notes, in an aggregate principal amount equal to said Construction Costs, to such holders with a specification of the interest rate, amortization payments and prepayment terms and the other terms and conditions thereof as specified in Section 1.03 of this Mortgage, which offer shall give said holders the right to purchase such Additional Notes in the same proportion as the amount of their respective holdings of principal amount of Notes of all series then outstanding under the Mortgage bears to the aggregate principal amount of all Notes then outstanding under the Mortgage and held by Noteholders eligible to receive the offer. Said offer of Additional Notes shall be irrevocable for forty-five days; in case any such Noteholder shall decline to purchase its share of such Additional Notes, such share shall be reoffered pro rata to the Noteholders accepting the previous offer and such reoffer shall be open for 15 days and thereafter any such Additional Notes not purchased

by such Noteholders may be offered to such persons as the Company may elect, but the Company will not offer such Additional Notes for sale on terms more favorable to the purchasers of said Additional Notes or on the basis of different plans and specifications, different Construction Costs or changes in the other matters specified in the documents accompanying said offer in accordance with this Section 9.04, without first irrevocably offering the said holders such Additional Notes on such different terms, plans or specifications, Construction Costs, or other matters on the same proportionate basis as specified above and for the same period of time.

After written acceptance of an offer to sell Additional Notes made in accordance with the provisions of the preceding paragraph, such one or more supplemental mortgages shall be entered into by the Company and the Trustees and such Additional Notes shall be issued in accordance with the provisions of Article I but only upon receipt by and deposit with the Trustee, in form and substance satisfactory to the Trustee, of the following:

(1) A Board resolution authorizing and requesting the execution and delivery of such supplemental mortgage and authorizing the issuance in compliance with the provisions of this Mortgage of a specified principal amount of Additional Notes of a designated series.

(2) An Officers' Certificate, dated the date of execution and delivery of said supplemental mortgage, and a similar certificate of the same date of the Lessee, respectively, stating that the Construction Costs which are the basis for the issuance of said Additional Notes are Construction Costs which qualify for reimbursement pursuant to Section 6.2 of the Assigned Lease and setting forth in reasonable detail the facts pertinent to such qualification and certifying as of the date of the certificate the matters specified in clause (a) of Section 6.2 of the Assigned Lease, that no part of such Construction Costs has been the basis for issuance of Notes, that none of the Property the subject of the application is subject to any lien, charge or encumbrance except Permitted Encumbrances and that the Additional Notes have been offered and are to be sold in compliance with the second paragraph of this Section 9.04 and unless the purchasers of such Additional Notes are holders of Notes