

with interest accrued thereon to the date of prepayment plus a premium amounting to 6% of the principal indebtedness being prepaid, which premium shall decline 1/2 of 1% in each Loan Year commencing with the Loan Year June 1, 1995 and ending May 31, 1996 but in no event shall the prepayment premium be less than 1%;

(b) in part, provided that the partial prepayment is in multiples of \$50,000.00 with interest paid on the amount being prepaid accrued to the date of such prepayment plus a premium on the principal indebtedness being prepaid, computed on the same basis as provided in subsection (a) above, and provided further that no such partial prepayment shall entitle the Partnership to a release or satisfaction of a Deed of Trust covering the Property herein, or any other property covered by any other deed of trust/mortgage securing the Partnership Note, except as provided in subsection (c) hereof;

(c) if the partial prepayment (not less than in multiples of \$50,000.00) then being made equals or exceeds the pro rata amount of the unpaid indebtedness of the Partnership Note attributable to a property covered, the Partnership may request (the request must be stated in the prepayment notice, pursuant to Section 9.5 hereof) that the Company apply the partial prepayment amount to reduction of the principal indebtedness unpaid attributable to such property, and that the holder or beneficiary of such note or Deed of Trust covering such property, release or satisfy the applicable Deed of Trust as to such property only, and the balance remaining of such partial prepayment shall be applied as in said subsection (b) above provided. Any release or satisfaction of a Deed of Trust as to a property pursuant to this subsection (c) is subject to the written consent of the Company, which consent shall not be unreasonably withheld. However, the Company shall not be responsible in any event in damages for unreasonably withholding its consent; and its only obligation or responsibility on a final determination of unreasonableness shall be to accept the partial prepayment with the interest and the premium thereon, apply the same as provided herein and deliver a release or satisfaction of the applicable Deed(s) of Trust with respect to the subject property;

(d) for the purposes of subsection (c), the "pro rata amount of unpaid indebtedness attributable to a property" shall be determined under Schedule D hereof in the same manner as "PP" thereunder is determined;

(e) the amount of each Instalment Payment payable on the Partnership Note after any partial prepayment thereof under this Section 9.2 or under Section 9.1, 9.3 or 9.4 shall