

USE OF PREMISES

Unless and until a default shall have occurred as heretofore provided, the Issuer, its successors and assigns, shall be permitted to possess, maintain and enjoy the Premises and to receive, take and use all income, rent and profits thereof. Issuer shall, however, keep all improvements on the Premises in good order and repair and shall not permit waste thereon.

ARTICLE XIV

UNLAWFUL PROVISIONS

Nothing herein contained and no transaction related hereto shall be construed or so operate as to require the Issuer to pay interest at a rate greater than is lawful. If any clauses or provisions herein contained operate or would prospectively operate to invalidate this Indenture, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Indenture shall remain operative and in full force and effect.

ARTICLE XV

PREPAYMENT PRIVILEGES

Section 1. Right to Prepay. The Issuer hereby reserves the right and privilege of redeeming any of the several bonds issued hereunder prior to the stated maturity date thereof by paying to the owner(s) of such bond(s) the principal amount thereof plus accrued interest. Such redemption, however, may occur only on a semi-annual interest payment date or semi-annual interest computation date. The Trustee and the owner(s) of such bond(s) shall be given written notice of such redemption mailed to the owner(s) address as it appears on the bond registry not less than thirty (30) days prior to such redemption. Redemption of such bond(s) shall be made only through the Paying Agent. Any bond(s) called for redemption in accordance herewith shall not yield interest from and after the date fixed for redemption.

Section 2. Deposit with Paying Agent. The Issuer will pay to Paying Agent before the date fixed by the Issuer for such prepayment, a sum sufficient to pay the bonds being called for payment and all accrued interest and other charges, if any. The Paying Agent is expressly authorized to pay the bonds thus called for payment by making payment thereof, including matured interest, out of the funds deposited with it for that purpose. Upon the delivery of bonds to Paying Agent and the redemption thereof, such bonds shall be cancelled.

Section 3. No Interest after Redemption Date. As to any bond or bonds which have been called for prepayment in accordance with the foregoing provisions which shall not be presented to the Paying Agent for payment on or before the date fixed therefore in the prescribed notices, the Paying Agent shall retain in the bond redemption account a sum equal to the principal thereof and accrued interest remaining unpaid. This will operate as full payment of the bonds and the interest thereto as between the Issuer and the holders thereof, and no interest will be payable thereafter on such bonds by the Issuer or Paying Agent. Paying Agent shall pay to Issuer all amounts in the bond redemption account remaining two years after the maturity of the last maturing bond.

Section 4. Adjustment of Sinking Fund Payments After Prepayment. Should the Issuer prepay part of the outstanding bonds of this issue, the sinking fund payments required pursuant to Article III may be adjusted and revised based upon the bonds which have been prepaid.

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