

(b) Each series of Supplementary Notes shall be created and designated as shall be prescribed by the Supplemental Indenture creating such series referred to in clause (ii) of subsection (c) below, and the Supplementary Notes of such series shall:

(i) be in such form, bear interest on the unpaid principal amount thereof at such rate, and be subject to such prepayments at the option of the Company (in addition to any prepayments as provided in Sections 5.01, 5.02 and 5.03), as shall be prescribed in such Supplemental Indenture;

(ii) mature on or after December 29, 1990;

(iii) be dated the date of issue (except in the case of Supplementary Notes issued in exchange for or in lieu of Supplementary Notes pursuant to Section 2.06), and shall be payable on the 29th day of each March, June, September and December subsequent to the date thereof to and including the maturity date thereof in equal quarterly instalments including principal and interest, in amounts such that upon the due payment of all such instalments there shall have been paid to the holders of such Notes 100% of the principal amount thereof, together with all accrued interest thereon;

(iv) be payable in full as to principal and interest, when and as the same shall become due, from the net rent payable under the Lease, which shall be in addition to the net rent payable under the Lease prior to the date of issuance of such Supplementary Notes;

(v) be offered and sold only to Institutional Investors, subject to the provisions of paragraph 2(c) of the Purchase Agreement, provided, that neither the Company nor any agent on its behalf shall offer such Supplementary Notes for sale to, or solicit any offers to buy such Supplementary Notes from, or otherwise approach or negotiate in respect of such Supplementary Notes with, any person or persons so as to bring the execution, delivery and sale of such Supplementary Notes within the provisions of Section 5 of the Securities Act of 1933, as amended; and

(vi) be secured equally and ratably with Notes issued and outstanding hereunder by, and be entitled to the benefits of, this Indenture.

(c) Supplementary Notes of any series may be issued hereunder only if prior to or concurrently with the issuance thereof, the Trustee shall have received the following:

(i) An executed copy of the request and the certificate of the Tenant referred to in subarticle 6(d) of the Lease.

(ii) An indenture supplemental hereto creating such series of Supplementary Notes (herein called a Supplemental Indenture).

(iii) A supplement to the Lease (herein called a Lease Supplement) which shall (A) extend the initial term thereof to the maturity date of such Supplementary Notes if such maturity date is later than the maturity date of any Supplementary Notes theretofore issued and (B) as of the date of issuance of such Supplementary Notes and thereafter during the continuance of the Lease: (1) increase each instalment of net rent payable during the initial term by an amount sufficient to make all payments of interest and principal on such Supplementary Notes, when due, (2) increase the purchase price or termination value payable upon a purchase or termination at any time of the demised premises by the Tenant by an amount sufficient to prepay in full such Supplementary Notes outstanding at the time of such purchase, and (3) make such other changes, if any, as shall be required by the modifications made by such Lease Supplement, and ratify and confirm the Lease in all other respects.

(iv) A supplement to the Assignment (herein called the Assignment Supplement) which shall, as of the date of the issuance of such Supplementary Notes and thereafter during the continuance of the Lease, expressly and specifically subject the Lease, as supplemented by the Lease Supplement, to the Assignment.

