

deemed a cause beyond the control of the Company.

Year - A twelve-month period, commencing on the Second Closing Date or any anniversary date thereof, as the case may be.

ARTICLE II

2. The Notes.

2.1. Payment of the Notes. The Company will duly and punctually pay, or cause to be paid, the principal of, and interest and premium, if any, on the Notes in accordance with their respective terms and will otherwise duly comply therewith.

2.2. Prepayment of the Notes. The Notes shall be subject to prepayment only as follows:

(a) The Company may at any time after the tenth Year, at its option, upon not less than 30 nor more than 60 days' prior notice to the Noteholder, prepay or cause to be prepaid the Term Note in whole but not in part, upon payment to the Noteholder of the unpaid principal balance, together with accrued interest thereon to the date of such payment, plus a premium (being a percentage of the principal amount prepaid) determined in accordance with the following table and depending on the Year in which such prepayment occurs:

<u>Year</u>	<u>Premium</u>	<u>Year</u>	<u>Premium</u>
11	4.00%	16	1.80%
12	3.56%	17	1.35%
13	3.12%	18	.90%
14	2.68%	19	.45%
15	2.24%	20	.00%

(b) If Lessee shall purchase any of the Properties pursuant to the provisions of either (a) Section 17.3(b) (relating to a Taking of a Property or material damage to or destruction of a Property), or (b) Section 18.1 (relating to a discontinuance of operations on a Property) of either of the Leases, the amount received by the Company pursuant thereto shall be applied in partial prepayment of the Note, without premium, on the date of receipt thereof. Each partial prepayment of the Term Note pursuant to this