

Paragraphs 23, 24, 25, 26, 27

have recourse only to the security provided for in this Mortgage; *provided, however*, that nothing herein or in the Notes or the Lessor's Note contained shall be taken to prevent recourse to and the enforcement against the Company of all liabilities, obligations and undertakings binding upon it and contained in the Note Purchase Agreements, this Mortgage, the Indenture, the Lease, the Assignment, the Guaranty or any other instrument or document executed and delivered by it in connection with the transactions contemplated by the Note Purchase Agreements, and nothing herein or in the Notes or the Lessor's Note contained shall in any event prevent recourse to the Granted Property.

24. **Notices.** All notices and other communications provided for herein or made pursuant hereto shall be in writing and shall be validly given at the earlier of receipt by the intended recipient thereof or three days after the same has been mailed by prepaid postage, United States registered mail, return receipt requested, addressed to the person intended to receive the same. Lessor and the Company, and any other person to whom any such writing is to be given hereunder, shall have the right to specify, from time to time, as its address for purposes of this Mortgage, any address in the United States upon giving 15 days' written notice thereof to each other person then entitled to receive notices or other instruments hereunder. The addresses of Lessor and the Company, for the purposes of this Mortgage, until notice to the contrary has been given as above provided, shall be as set forth at the beginning of this Mortgage. If any notice or other instrument or communication shall be given otherwise than as specified in the preceding provisions of this paragraph 24, the same shall not be validly given until it is, in fact, received by the person to whom it is to be sent.

25. **Minimum Payments.** So long as the Lessor's Note remains outstanding, (a) the Basic Rent payable under the Lease on the day next preceding each Payment Date shall be not less than the amount of the payment of interest and or the Instalment Payment for such Payment Date; (b) the aggregate amount of the payments of interest and the Instalment Payments payable on the Lessor's Note to and including the stated maturity thereof shall be sufficient to pay all interest due and payable on the Lessor's Note to the stated maturity thereof and to repay not less than 100% of the original principal amount of the Lessor's Note by the stated maturity thereof; and (c) the purchase price (less any premiums included therein) payable pursuant to the Lease in the case of a purchase of the Property on the day next preceding any Payment Date, together with the Basic Rent payable under the Lease on the day next preceding such Payment Date, shall not be less than the unpaid principal amount of the Lessor's Note on such Payment Date.

26. **Issuance, Payment and Prepayment of the Lessor's Note.** (a) Lessor will not issue or permit to be issued any Lessor's Note in any manner other than in accordance with the provisions of this Mortgage, the Note Purchase Agreements and the Indenture, and will punctually pay, or cause to be paid, the interest, premium, if any, and principal to become due in respect of the Lessor's Note in accordance with the terms thereof and this Mortgage.

(b) As provided in the Indenture and the Note Purchase Agreements, this Mortgage and the Lessor's Note will be assigned and pledged, pursuant to the Indenture, to the Trustees as security for the Notes, and certain payments made on the Notes shall be credited against the payment of interest, premium, if any, and principal due on the Lessor's Note.

27. **Definitions.** When used in this Mortgage, the terms listed below shall have the meanings indicated with respect thereto:

"Additional Rent" has the meaning set forth in the Lease.

"Applicable Premium" means the premium, expressed as a percentage of the principal amount of the Lessor's Note declared to be due and payable pursuant to paragraph 15(a) if an Event of Default hereunder shall have occurred and be continuing, with premium pursuant to this Mortgage, which is set forth below opposite the period during which such prepayment is made: