

this Indenture including the fees and disbursements of its counsel, including those incurred on appeal; and without impairment of or prejudice to any of its rights hereunder by reason of any default of the Company, the Trustee in its discretion may advance all such expenses and other sums required, or may procure such advances to be made by others. The Company will repay all sums so advanced with interest thereon at the rate of 10% per annum (or such lesser amount as may be the maximum amount permitted by law), and all sums so advanced, with interest as aforesaid, shall be secured hereby having the lien hereby created and shall be payable from the Trust Estate prior to the indebtedness evidenced by the Bonds.

Section 5.8. Rights of Prepayment. (a) Without Premium - Unless an Event of Default shall have happened and shall not have been remedied, in addition to the payments referred to in clause (h) of Section 2.1, and subject to the restrictions set forth in paragraph (c) of this Section 5.8, the Company may prepay on account of the principal of the Bonds, without premium, on May 1, 1978 and on each Bond Payment Date thereafter, an additional principal amount up to, but not exceeding, the principal increment of the Installment Payment due on such Bond Payment Date by payment of such principal amount together with accrued interest thereon to the date of such prepayment; provided, however, that (i) this right of prepayment is non-cumulative, (ii) the aggregate amount of prepayments on the Bonds made pursuant to this paragraph shall not exceed 50% of the aggregate original principal amount of Bonds issued under this Indenture, and (iii) no prepayment shall be made under this paragraph 5.8(a) from the proceeds of any sale of a Property permitted under paragraph 13 of the Leases.

b) With Premium - Unless an Event of Default shall have happened and shall not have been remedied, and subject to the restrictions set forth in paragraph (c) of this Section 5.8, the Company may also prepay all or any part (in multiples of \$200,000) of the principal amount of the Bonds on December 1, 1977 by payment of such principal amount together with accrued interest thereon to the date of such prepayment and upon payment of a premium equal to 9.5% of the principal amount to be so prepaid, or on February 1, 1978 or any Bond Payment Date thereafter upon payment of a premium equal to the following applicable percentage of such principal amount:

| If prepaid during the 12-month period commencing February 1, | <u>YEAR</u> | <u>PERCENTAGE</u> |
|--|-------------|-------------------|
| | 1978 | 9.500 |
| | 1979 | 9.000 |
| | 1980 | 8.500 |
| | 1981 | 8.000 |
| | 1982 | 7.500 |

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