

Payment Date occurring on or after the fifth anniversary of the date of original issuance of the Notes at a price equal to 100% of the principal amount thereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment, without premium. If the Company shall have prepaid any Notes pursuant to this Section 7.2(a) the Company shall thereafter have no further right to prepay Notes pursuant to this Section 7.2(a).

(b) in every case of a partial prepayment of the Notes (including any prepayment made pursuant to Section 6.3), the aggregate amount of the Notes to be prepaid shall be prorated by the Trustee among the holders of the Notes in the proportion in which the aggregate unpaid principal amount of the Notes held by each such holder bears to the aggregate unpaid principal amount of all the Notes then outstanding, and the Trustee shall designate the portion of such Notes of each such holder to be prepaid. Upon any such partial prepayment of any Note, each Instalment Payment which shall thereafter be payable on such Note shall be proportionately reduced, so that upon the due payment of all remaining Instalment Payments, as so reduced, there shall have been paid to the holder of such Note the entire unpaid principal amount thereof, together with accrued interest thereon.

Section 7.3. Notice of Prepayment. In case of any prepayment of Notes (other than in connection with any Instalment Payment made in respect thereof), notice thereof shall be sent by the Company (or, at the request of the Company, by the Trustee as agent and attorney-in-fact of the Company) by prepaid registered or certified mail to the holder of each Note to be prepaid at its address appearing on the Register, at least 20 but not more than 60 days prior to the date fixed for prepayment. Any such notice so mailed shall conclusively be presumed to have been given to such holder whether or not such holder actually receives such notice. Such notice shall specify the date fixed for prepayment, the principal amount of the Notes to be prepaid and the applicable premium thereon, if any.

Section 7.4. Deposit of Moneys. On or prior to the date fixed for each prepayment of Notes, the moneys required therefor shall be deposited with the Trustee by the Company. Interest on any Note designated for prepayment shall cease upon the date fixed therefor, unless default shall be made in the payment of the price payable upon such prepayment.