

due payment of all remaining Instalment Payments there shall have been paid to the payee of such Note all of the unpaid principal thereof except the portion so payable at the maturity thereof, together with accrued interest on such Note at the rate specified in such Note. Unless the Trustee shall hold, on or prior to the date fixed for prepayment, the money to be used for prepayment, the Company shall deposit the money required for such prepayment with the Trustee. Interest on any Note or any portion of the principal amount of any Note designated for prepayment shall cease upon the date fixed for prepayment unless default shall be made in the payment of the price payable upon the prepayment thereof as provided in this Article VI.

SECTION 6.04. Notwithstanding the provisions of Section 6.03, each partial prepayment of any Note shall be made by the Trustee directly to the payee thereof in the manner provided in Section 1.01 with respect to the payment of Instalment Payments if there shall have been filed with the Trustee a copy of the agreement referred to therein. If the payee shall make written request therefor to the Trustee, the Trustee shall, upon so making any partial prepayment on any Note, give written notice to the payee of such Note of the amount of each Instalment Payment which shall thereafter be payable thereon and of the unpaid balance of such Note to be payable at the maturity thereof. The Trustee shall be under no duty to determine whether any notation has been made on any such Note by such payee.

ARTICLE VII.

EVENTS of DEFAULT and REMEDIES.

SECTION 7.01. If one or more of the following events (herein termed events of default) shall happen, that is to say:

(a) if default shall be made in the payment of any Instalment Payment or any part thereof on any Note, when and as the same shall become due and payable, and such default shall continue for a period of ten days, or in any other payment of the principal of or interest on any Note, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, as in said Note and this Indenture provided; or

(b) if any Assigned Lease shall be terminated before the expiration of the term thereof for any reason other than the termination thereof by the Lessee thereunder as expressly permitted by such Assigned Lease or the purchase by said Lessee (pursuant to the provisions thereof and at a price not less than the applicable price determined as provided therein) of the entire property covered thereby, or if any Assigned Lease shall be in any way amended or modified, except as expressly provided for herein and therein; or