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SECTION 5.04. Any moneys received by the Trustee as payment for any loss under any policy of insurance on the Trust Estate or any part thereof, or as an award from any condemnation proceeding with respect to a property included in the Trust Estate, shall be applied to the partial prepayment of the then outstanding Notes, at a price equal to one hundred per cent (100%) of the principal amount to be prepaid plus accrued and unpaid interest to the date fixed for prepayment without premium, unless in the opinion of counsel satisfactory to the Trustee the Lessee is entitled to receive the same or a portion thereof under the provisions of the Assigned Lease relating to the property with respect to which any such loss or taking occurred; provided, however, that no payments shall be made to the Lessee pursuant to the provisions of this Section 5.04 while the Lessee is in default under such Assigned Lease.

SECTION 5.05. Every prepayment pursuant to this Article V shall be in accordance with the provisions of Article VI hereof, and if the Company fails to give notice of prepayment as provided in said Article VI within ten (10) days after receipt by the Trustee of any such moneys, the Trustee shall give such notice on behalf and in the name of the Company and the Trustee is hereby irrevocably appointed agent of the Company for that purpose.

SECTION 5.06. In every case of a partial prepayment of Notes pursuant to this Article V, the Notes shall be prepaid pro rata unless there shall have been delivered to the Trustee written directions executed by the payees and holders of all then outstanding Notes specifying the Notes and the respective amounts thereof to be prepaid, in which case such prepayment shall be made in accordance with such written directions.

#### ARTICLE VI.

##### PREPAYMENT OF NOTES.

SECTION 6.01. No prepayment of Notes may be made except as expressly permitted by this Indenture.