

ARTICLE 5Application of Moneys

Section 5.1. Moneys under Lease. (a) Unless and until an Event of Default shall have happened and be continuing, moneys received by the Trustee (A) as Basic Rent (as defined in the Lease) under the Lease and (B) as interest on any overdue instalment thereof, shall be applied, first, to the Interest Payment or Instalment Payment required to be made on the Notes (and interest on any overdue amount thereof) on or about the date on which such payment of Basic Rent is due, and second (if no default has occurred and is continuing under this Indenture) the excess, if any, shall be paid by the Trustee to the Company or upon its written order within 10 days after such date.

(b) Any moneys received by the Trustee as additional rent under the Lease shall be applied to the purposes for which such moneys were paid pursuant to the Lease.

Section 5.2. Purchase Prices. Moneys received by the Trustees (i) as the purchase price for one or more Properties pursuant to the Lease, (ii) as a prepayment of the first extended term rents pursuant to Article XXVII of the Lease, or (iii) from the Company pursuant to Section 4.2(a)(ii), 4.2(b)(ii), 4.2(b)(y) or 4.2(c)(ii) shall be applied to the prepayment of the Allocable Portion of the Secured Notes and all Additional Notes issued with respect to such Property or Properties, 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.

Section 5.3. Proceeds of Insurance or Condemnation Awards. Moneys received by the Trustees as payment for loss under any policy of insurance (other than mortgage title insurance), or as an award or compensation for the taking, in condemnation or other eminent domain proceedings, of any Property or any part

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