

to the date upon which such payments become due and payable. Such payments to Trustee shall be accompanied by full and complete written instructions regarding the required time, place, and manner of payment of such amounts, and Trustee shall use its best efforts to cause such amounts to be paid to the person, firm, corporation, or other entity entitled to receive the same; provided, however, that any such payment shall not be required of Trustee, but shall be at its option, so long as any event of default as defined in the Original Trust Indenture or as herein provided for has occurred and is continuing. Any default under any promissory note evidencing the Prior Indebtedness, the mortgages securing the same, or under any other instrument evidencing, securing, or otherwise relating to the Prior Indebtedness shall be an event of default hereunder.

6.10 Company hereby transfers and assigns to Trustee any surplus funds arising from the foreclosure of the mortgages securing the payment of the Prior Indebtedness or a sale under a power contained therein, and Company hereby expressly authorizes and directs the payments of such funds to the Trustee.

ARTICLE VII:

DEFINED TERMS

7.01 All of the terms used in this Separate Trust Supplemental Indenture which are defined in the Original Trust Indenture, shall have the meanings specified therein unless the context of this Separate Trust Supplemental Indenture otherwise requires.

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