

SECTION 6.03. Upon each partial prepayment of Notes, each Note shall be presented to the Trustee for notation thereon by the Trustee of the amount of principal so prepaid provided, that payment or prepayment of a portion of any Note may be made to the payee thereof without presentation or surrender of the Note if there shall have been filed with the Company and the Trustee an agreement by such payee to the effect that such payment and prepayment be so made and that before disposing of such Note such payee will make notation thereon of all principal payments and prepayments previously made thereon. The Trustee shall be under no duty to determine whether any such notation has been made.

#### ARTICLE VII.

##### EVENTS OF DEFAULT AND REMEDIES.

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

(a) if default shall be made in the payment of any interest or any part thereof or on any Note when and as the same shall become due and payable and such default shall continue for a period of ten (10) days, or in any payment of the principal of any such 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;

(b) if any of the Assigned Leases shall be terminated before the expiration of the term thereof or shall be in any way amended or modified, except as expressly provided for herein and therein; or

(c) if default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Company contained in the Notes, or in this Indenture and such default shall have continued for a period of thirty (30)