

ARTICLE 5

Application of Moneys

Section 5.1. Moneys under Lease and Guaranty.

(a) Unless and until an Event of Default shall have happened and be continuing, moneys received by the Trustee (except as Termination Value under the Lease) 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 the date on which such payment 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 or pursuant to the Guaranty shall be applied to the purposes for which such moneys were paid pursuant to the Lease or the Guaranty.

Section 5.2. Prepayment of Notes. Moneys received by the Trustee in prepayment of the Notes pursuant to Section 4.6 of this Indenture or on account of the Termination Value as defined in the Lease, shall be applied to the prepayment of the Notes in whole or in part in the case of a payment on account of Termination Value as defined in the Lease, 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.