

FIRST: to the Instalment Payment required to be made on the Notes (and interest on any over-due amount thereof) on the date on which such Instalment Payment is due; and

SECOND: the excess, if any, to the payment to the Company or its order, promptly after receipt thereof by the Trustee.

(b) Moneys received by the Trustee as other sums under any Lease shall be applied promptly to the purposes for which such moneys were paid pursuant to such Lease.

Section 6.2. Purchase Price. (a) Moneys received by the Trustee (i) as the purchase price for a Property pursuant to paragraph 13(b) or 15(b) of the Lease of such Property or (ii) from the Company with respect to such Property pursuant to clause (i) of section 5.2(c) shall be applied to the payment or prepayment of the Allocable Portion of the Notes with respect to such Property, at a price equal to 100% of the unpaid principal amount thereof to be prepaid, plus accrued and unpaid interest to the date fixed for prepayment, without premium. The excess of such moneys, if any, shall be paid to the Company or its order, promptly after such prepayment.

(b) Moneys received by the Trustee as the purchase price of a Property pursuant to paragraph 16 of the Lease of such Property shall be applied first, to the payment of the Allocable Portion of the Notes with respect to such Property at a price equal to the sum of 100% of the unpaid principal amount thereof to be prepaid plus accrued and unpaid interest to the date fixed for prepayment; second, any moneys received by the Trustee pursuant to clause (ii) of Section 5.3 shall be paid to the holders of the Notes in proportion to the unpaid principal amount of the Notes held by each such holder immediately prior to such payment; and third, the excess of such moneys shall be paid to the Company or its order.