

maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments or reserves that may be made or set up in the Trustee's discretion, for taxes, assessments, insurance and prior or other proper charges upon or in connection with the operation of the trust estate or any part thereof, as well as just and reasonable compensation for its own services and for the services of counsel, agents and employees by it properly engaged and employed, and after making reimbursement to itself for advances made pursuant to the provisions of this Indenture with interest at the rate of five per centum per annum on all such advances, the Trustee shall apply moneys received by it pursuant to this section, as follows:

First: In case the principal of none of the Bonds shall have become due and remain unpaid, to the payment of interest in default in the order of the maturity thereof; such payments to be made ratably and proportionately to the persons entitled thereto without discrimination or preference.

Second: In case the principal of any of the Bonds shall have become due by declaration or otherwise and remain unpaid, first to the payment of interest in default in the order of maturity thereof; and then to the payment of the principal of all Bonds then due and unpaid and the premium thereon, if any; in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference.

Upon the payment in full of whatever may be due for such principal or interest, or payable for other purposes, the trust estate (except any money required to be held by the Trustee under any other section of this Indenture) shall be returned to the possession of the Borrower, its successors or assigns, or to whosoever may be lawfully entitled thereto.