

The purchase money, proceeds and avails of any such sale shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all charges, expenses and liabilities incurred (and all advances made) by the Trustee in managing and maintaining the Trust Estate or in executing any trust or power hereunder, and, if in conformity with applicable law, to the payment of all taxes, assessments or liens prior to the lien of the Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;

Second: To the payment of the amount then due and unpaid upon the note then outstanding; for principal and interest, with accrued interest; and

Third: The surplus, if any, shall be paid to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Any other sums which may be held by the Trustee as part of the Trust Estate at the time of such application of the purchase money, proceeds and avails of any such sale, as aforesaid, shall be applied together with such purchase money, proceeds and avails, in the manner provided in the foregoing Paragraphs First, Second and Third.

5. No Limitation on Suits on Note; Remedies Cumulative; Delay Not to Impair Remedies. Nothing in the Indenture or in the note shall affect or impair the obligation of the Company, which is absolute and unconditional, to pay