

Agreement, and (v) the surplus, if any, to be paid to the Corporation, unless a court of competent jurisdiction decrees otherwise provided that in the event such moneys were in the aggregate insufficient to pay the entire amount of the unpaid items set forth in (i) through (iii), then such moneys shall be applied to the payment of such items without preference or priority of any such item over the other, ratably, in proportion to the aggregate of such items payable with respect to each Noteholder.