

maintenance, renewals, replacements, 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, except as provided in Section 6.02 hereof.

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 and/or investments 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.

While in possession of such property the Trustee shall render annually to the Bondholders, at their addresses as set forth on the list required by this Indenture, a summarized statement of income and expenditures in connection therewith.

Section 7.06. Appointment of a Receiver by Trustee: Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right to the appointment of a receiver or receivers of the trust estate, and of the fees, rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointments shall confer, whether or not the trust estate shall be deemed sufficient ultimately to satisfy the Bonds outstanding hereunder.

Section 7.07. Public Auction of Properties: If one or more of the events of default shall happen and be continuing, the Trustee, without entry, personally or by attorney, in its discretion may, and upon the written request of the holders of twenty-five per centum or more in principal amount of the Bonds then outstanding, and upon being indemnified to its satisfaction therefor, shall proceed to sell to the highest and best bidder all and singular the trust estate (except any money then held by the Trustee under any provision of this Indenture) and all rights, title, interest, claim and demand therein and thereto of the Borrower. Such sale shall be made at public auction and at such place or places and at such time or times and upon such notice as the Trustee may be advised by counsel to be consistent with the laws, if any, applicable thereto, and upon such terms as the Trustee may fix. Notice of any sale pursuant to any provision of this Indenture shall state the time and place when and where the same is to be made,