

(e) The purchase money, proceeds or avails of any sale made under or by virtue of this Article VIII, together with any other sums which then may be held by the Trustees or either of them under this Indenture as part of the Trust Estate or the proceeds thereof (whether under the provisions of this Article VIII or otherwise), shall be applied as follows:

FIRST: To the payment of (i) the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents and counsel, (ii) the costs and expenses of any judicial proceeding wherein such sale may be made, (iii) all expenses, liabilities and advances made, furnished or incurred by the Trustees or the holders of the

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Notes under this Indenture, together with interest at a rate of 11 3/4% per annum (or such lesser rate of interest as may be the maximum permitted by law) on all such advances, and (iv) all taxes, assessments and other charges, except any taxes, assessments or other charges subject to which the Trust Estate or any part thereof shall have been sold.

SECOND: The whole amount then due, owing or unpaid on the Notes for interest and premium, if any.

THIRD: The whole amount then due, owing or unpaid on the Notes for principal.

FOURTH: Any other sums required to be paid by the Company pursuant to any provision of this Indenture or of the Notes.

FIFTH: The surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(f) Upon any sale made under or by virtue of this Article VIII, any purchaser shall be entitled to use and apply any Note then outstanding, and the amount of interest accrued and unpaid thereon, for or in settlement or payment of the purchase price, or any part thereof, of the property and rights purchased, by presenting such Note to the Trustee in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the holder of such Note as its ratable share of such net proceeds, after the deduction of all costs, expenses, compensations and other charges to be paid therefrom as herein provided. Thereupon, such purchaser shall be credited on account of such price payable by it with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, such Note so presented on account of principal and interest and other sums payable thereon. If the portion of such net proceeds payable in respect of such Note and interest and other sums payable thereon shall be less than the amount for which the Company may be liable thereon, then the receipt, endorsed thereon under the direction of any