

thereof, but that said remedies and rights are each and all intended to be cumulative, and any one or all of the same may be exercised by the Trustee so far as the same are not inconsistent one with the other.

- (d) In the event the Trustee has declared the principal of the Bonds due and payable, upon the happening of an event of default, or if the Trustee has commenced proceedings to enforce any of the remedies and rights herein provided for, or otherwise provided by law, the Trustee may, nevertheless waive and rescind such declaration, and may dismiss any and all proceedings for the enforcement of any of said remedies, provided such declaration was not made or such proceedings instituted at the written request of the requisite number of Bondholders, and the Trustee may even then so act in the event such requesting Bondholders withdraw the requests so made. In the event the Trustee shall waive or rescind any such declaration or dismiss any proceedings instituted for the enforcement of any rights hereunder, the rights of the Trustee thereafter shall be the same as though no such declaration had heretofore been made or suit instituted.

- (e) The proceeds of any sale or sales made pursuant to the provisions of this Article, together with any other sums which may then be held by the Trustee for the benefit of the Bondholders, shall be applied as follows:

FIRST: To the payment of the costs and expenses of any such sale, including court costs, reasonable compensation to the Trustee, its agents, attorneys and counsel, and to the payment of all other expenses, liabilities and advances made or incurred by the Trustee under this Trust Indenture, and any amounts theretofore advanced by the Trustee and any Bondholders, or either, under the provisions of Article IX hereof.