

to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Borrower and the Trustee shall be restored to their former positions and rights hereunder with respect to the trust estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.25. Notice of Default to Bondholders: The Trustee shall mail to all Bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the occurrence of any event of default set forth in clause (a) or in clause (b) of Section 7.01 of this Article within thirty (30) days after any such event of default shall have occurred. If in any fiscal year the total amount of deposits to the credit of the Bond and Interest Sinking Fund Account shall be less than the amounts required so to be deposited under the provisions of this Indenture, the Trustee, on or before the first day of the second month of the next succeeding fiscal year, shall mail to all Bondholders who shall have filed their names and addresses with the Trustee for such purpose, a written notice of the failure to make such deposits. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail any notice required by this Section.

## ARTICLE VIII

### CONCERNING THE TRUSTEE

Section 8.01. Acceptance of Trust and Prudent Performance Thereof. The Trustee shall, prior to an event of default as defined in Section 7.01, and after the curing of all such events of default which may have occurred, perform such