

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.

Section 7.26. Limitations on Rights and Remedies: All of the rights, remedies and powers granted in this Indenture may be exercised only to the extent that the exercise thereof does not violate applicable provisions of law in the premises, and all of the provisions of this Indenture are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary in order that they will not render this Indenture invalid or unenforceable in whole or in part.