

on) the 1984 Bond and any of the Indenture Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the 1984 Bond and the Indenture Bonds, respectively,

(3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate borne by the 1984 Bond and the Indenture Bonds, respectively, and

(4) all sums paid or advanced by the Trustee/Bank Agent hereunder or under the 1982 Indenture, the Amended 1982 Loan Agreement or the 1984 Loan Agreement and the reasonable compensation, expenses, disbursements and advances of the Trustee/Bank Agent and the County, their agents and counsel up to the date of the written notice; and

(b) all events of default, other than the nonpayment of the principal of the 1984 Bond and the Indenture Bonds which have become due solely by such acceleration, have been cured, or (as to an event of default described in Section 8.01(d) of the 1982 Indenture or in the 1984 Loan Agreement) waived as provided in this Article III.

No such rescission and amendment shall affect any subsequent default or impair any right consequent thereon.

Section 3.3. Additional Remedies. The Trustee/Bank Agent, in case of the occurrence of an event of default, may, and upon the written request of the Bondholder or the holders of not less than a majority in principal amount of the Indenture Bonds then outstanding and upon being indemnified to its satisfaction shall, (a) exercise any or all rights of the County under the Amended 1982 Loan Agreement or the Amended 1982 Mortgage; (b) proceed to protect and enforce its rights and the rights of the Bondholder and the holders of the Indenture Bonds under this Transfer and Assignment, the 1984 Loan Agreement or the 1982 Indenture by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee/Bank Agent may deem most effectual to protect and enforce any of the rights or interests of the Bondholder and the holders of the Indenture Bonds under any instrument; (c) to the extent permitted by law, sell the Facilities, or any part or parts thereof, to pay the indebtedness secured hereby and by the Amended 1982 Mortgage; and (d) exercise any remedies available to a secured party under the Uniform Commercial Code as in effect at such time in the State.