

every such right or remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or under the Amended 1982 Loan Agreement, or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or under the Amended 1982 Loan Agreement or the Amended 1982 Mortgage or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 3.17. Delay or Omission Not Waiver. No delay or omission of the Trustee/Bank Agent or of the Bondholder or any holder of any of the Indenture Bonds or coupons to exercise any right or remedy accruing upon any event of default shall impair any such right or remedy or constitute a waiver of any such default or any acquiescence therein. Every right and remedy given by this Article III, or under the Amended 1982 Loan Agreement or the Amended 1982 Mortgage or by law to the Trustee/Bank Agent, to the Bondholder or to any holder or holders of any of the Indenture Bonds, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee/Bank Agent, by the Bondholder or by such holder or holders of any of the Indenture Bonds, as the case may be.

Section 3.18. Waiver of Defaults Under Agreement and Mortgage. An event of default under Sections 8.01(d) and (e) of the 1982 Indenture shall be automatically waived, rescinded and annulled if the corresponding "event of default" under the Amended 1982 Loan Agreement or the Amended 1982 Mortgage, as the case may be, shall be waived, rescinded and annulled pursuant to, and in accordance with the provisions of, Article XIV of the Amended 1982 Loan Agreement or Article IX of the Amended 1982 Mortgage, as the case may be.

Section 3.19. Suits to Protect the Facilities and Other Property. The Trustee/Bank Agent shall have power to institute and to maintain (i) such proceedings as it may deem expedient to prevent any impairment of the Facilities, the Gross Receipts or the property conveyed by the Amended 1982 Mortgage by any acts which may be unlawful or in violation of this Transfer and Assignment, the Amended 1982 Loan Agreement, the 1984 Loan Agreement or the Amended 1982 Mortgage, and (ii) such suits and proceedings as the Trustee/Bank Agent may deem expedient to protect its interests and the interests of the Bondholder and the holders of the Indenture Bonds in the Collateral, the Facilities or the Gross Receipts and in the issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair the