

security hereunder or thereunder or be prejudicial to the interest of the Bondholder, the holders of the Indenture Bonds, or the Trustee/Bank Agent.

Section 3.20. Rights Under the Amended 1982 Loan Agreement and the Amended 1982 Mortgage. The County, in Article II hereof, has assigned and pledged its rights under the 1982 Loan Agreement Amendment (except for certain rights of the County to payment of expenses and attorneys' fees) and the Amended 1982 Mortgage to the Trustee/Bank Agent, and the Trustee/Bank Agent in its name or in the name of the County may enforce all rights and remedies of the County under and pursuant to the 1982 Loan Agreement Amendment and the Amended 1982 Mortgage.

Section 3.21. Notice to the Bondholder and the holders of the Indenture Bonds of Events of Default. The Trustee/Bank Agent shall give to the Bondholder and the holders of the Indenture Bonds notice of each event of default hereunder known to the Trustee/Bank Agent within 90 days after knowledge of the occurrence thereof, unless such event of default shall have been remedied or cured before the giving of such notice, provided that, except in the case of default in the payment of the principal, premium, if any, or interest on the 1984 Bond or any of the Indenture Bonds, or in the payment of Basic Payments or the Hospital Note by the Hospital, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interest of the Bondholder and the holders of the Indenture Bonds. Each notice of event of default shall be given by the Trustee/Bank Agent by mailing written notice thereof: (1) to the Bondholder, (2) to all registered holders of the Indenture Bonds, as the names and addresses of such holders appear upon the books for registration and transfer of the Indenture Bonds as kept by the Trustee; and (3) to such holders of the Indenture Bonds as have filed their names and addresses with the Trustee for that purpose.

Section 3.22. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article III may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article III are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Transfer and Assignment invalid or unenforceable under the provisions of any applicable law.

Section 3.23. Respective Rights of the Bondholder and the Holders of the Indenture Bonds. Notwithstanding any provision