

SECTION 6.02. Enforcement of Agreement. In any case in which under the provisions of Section 6.01 of this Indenture the Lenders have the right to declare the principal of the Notes to be due and payable immediately, or when the Notes by terms mature (upon prepayment or otherwise) and are not paid, the Lenders, as the assignees and pledgees of all the right, title and interest of the Issuer in and to the Agreement, may enforce each and every right granted to the Issuer under the Agreement.

SECTION 6.03. Legal Proceedings by Lenders. Upon the happening and continuance of any Event of Default, then and in every such case the Lenders in their discretion may:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all of its rights and require the Issuer or the Corporation to carry out any agreements with or for its benefit and to perform its or their duties under the Act, the Agreement and this Indenture;

(b) bring suit upon the Notes;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Lenders;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights; or

(e) direct the Depositary to apply all money in and investments of the Construction Fund towards the payment of the principal, premium, if any, and interest on the Notes or towards the payment of any other sums owing to the Lenders pursuant to the Agreement or the Guaranty.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Indenture conferred upon or reserved to the Lenders or to the Holders of the Notes is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Lenders or of the Holders of the Notes to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Holders of the Notes may be exercised from time to time and as often as may be deemed expedient.