

Indenture Bonds, all in accordance with the provisions of Article V of the 1982 Indenture.

(2) If the principal of the 1984 Bond and all the Indenture Bonds shall have become or shall have been declared due and payable, all the moneys shall be applied to the payment of the principal and interest then due and unpaid upon the 1984 Bond and the Indenture Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of the 1984 Bond over the Indenture Bonds or of the Indenture Bonds over the 1984 Bond or of any Indenture Bond over any other Indenture Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preferences except as to any difference in the respective rates of interest specified in the 1984 Bond or the Indenture Bonds.

(3) To the payment of the surplus, if any, to the Hospital, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Trustee/Bank Agent shall determine, having due regard to the amount of such moneys available for such application in the future. Whenever the Trustee/Bank Agent shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee/Bank Agent shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the bearer of any unpaid coupon or the holder of the 1984 Bond or of any of the Indenture Bonds until such coupon or the 1984 Bond or such Indenture Bond and all unmatured coupons, if any, appertaining to such Indenture Bond shall be presented to the Trustee/Bank Agent for appropriate endorsement or for cancellation if fully paid.

Section 3.13. Limitation on Suits. The Bondholder and the holders of the Indenture Bonds and coupons shall not have any right to institute any proceeding, judicial or otherwise, with respect to the 1982 Indenture, this Transfer and Assignment, the Amended 1982 Loan Agreement, or the Amended 1982 Mortgage, or for