

of this Transfer and Assignment to the contrary, it is the intent of this Transfer and Assignment that, upon the occurrence of an event of default, any payment made to the Bondholder and to the holders of the Indenture Bonds shall be made in proportion to the unpaid and accrued interest on and the outstanding principal of the 1984 Bond (after deduction of any amount held in the Construction Fund established under the 1984 Loan Agreement), on the one hand, and the unpaid and accrued interest on and the outstanding principal of the Indenture Bonds (after deduction of any amounts held in any Fund or Account established under the 1982 Indenture), on the other, to the end that all outstanding obligations under and related to the 1984 Bond and the Indenture Bonds shall be of equal rank and be entitled to share pari passu in the security provided by this Transfer and Assignment.

Nothing in this Transfer and Assignment shall be interpreted to affect adversely the rights which the Bondholder has, as pledgee for the security of the 1984 Bond, to the Construction Fund established under the 1984 Loan Agreement or the rights which the Trustee has, as pledgee for the security of the Indenture Bonds, to the Funds and Accounts established under the 1982 Indenture.

ARTICLE IV
RELATIONSHIP AMONG TRUSTEE/BANK AGENT,
BONDHOLDER AND HOLDERS OF INDENTURE BONDS

Section 4.1. Liability of Trustee/Bank Agent. At all times regardless of whether or not any event of default shall exist, the Trustee/Bank Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Bondholder and the holders of not less than a majority (or such lesser or greater percentage as is specifically required or permitted by this Transfer and Assignment or the 1982 Indenture) in aggregate principal amount of all Indenture Bonds at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee/Bank Agent, or exercising any trust or power conferred upon the Trustee/Bank Agent under this Transfer and Assignment, the Amended 1982 Loan Agreement or the Amended 1982 Mortgage.

At all such times, the Trustee/Bank Agent shall not be under any obligation to give any consent, enter into any agreement, release any property or take any other action which is discretionary with the Trustee/Bank Agent under the provisions hereof, of the Amended 1982 Loan Agreement or of the Amended 1982 Mortgage, except on Written Request of the Bondholder and the holders of not less than any applicable specified percentage provided for in this Transfer and Assignment or the 1982 Indenture or if no percentage is specified then 66-2/3 percent in principal amount of the Indenture Bonds outstanding.