

SECTION 5.02. Enforcement of Agreement. In any case in which under the provisions of Section 5.01 of this Indenture the Lender has the right to declare the principal of the Note to be due and payable immediately, or when the Note by its terms matures (upon prepayment or otherwise) and is not paid, the Lender, as the assignee and pledgee 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 5.03. Legal Proceedings by Lender. Upon the happening and continuance of any Event of Default, then and in every such case the Lender in its 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 Note;

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

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

SECTION 5.04. Remedies Not Exclusive. No remedy in this Indenture conferred upon or reserved to the Lender or to the Holder of the Note 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 5.05. Nonwaiver. No delay or omission of the Lender or of the Holder of the Note 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 V to the Holder of the Note may be exercised from time to time and as often as may be deemed expedient.

SECTION 5.06. Application of Moneys upon Event of Default. Any moneys received by the Lender pursuant to this Article V shall, after payment of all Administration Expenses, be applied at the sole discretion of the Lender to the principal or interest of the Note or to both in such amounts as the Lender in its sole discretion determines.