

The risk of loss or of decrease in the enjoyment and beneficial use of the Facilities in consequence of the damage or destruction thereof by Acts of God, fire, the elements, casualties, thefts, riots, civil strife, war, nuclear explosion or otherwise or in consequence of foreclosures, attachments, levies or executions is expressly assumed by Company and neither Issuer, Trustee nor Agent shall in any event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle Company to any abatement of their respective obligations hereunder.

(5) Damage, Destruction and Condemnation: Unless Company shall have exercised its option to terminate the Agreement pursuant to the provisions of Section 6.5(a) or Section 6.5(b) of the Agreement, if prior to full payment of the Bonds (or prior to provision for payment thereof having been made in accordance with the provisions of the Indenture) (i) the Facilities or any portion thereof are destroyed (in whole or in part) or are damaged by fire or other casualty or (ii) title to or any interest in, or the temporary use of, the Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Company shall be obligated to continue to pay the amounts specified in Section 6.1 of the Agreement.

Issuer, Trustee and Company will cause the Net Proceeds of any insurance proceeds or condemnation award resulting from any event described above to be deposited in a separate trust fund with the Trustee. All Net Proceeds so deposited shall be applied in one or more of the following ways as shall be elected by Company in a written notice to Issuer and Trustee:

(a) To the prompt repair, restoration, modification or improvement of the Facilities by Company. (Issuer has, in the Indenture, authorized and directed Trustee to make disbursements from such separate fund for such purposes or to reimburse Company for costs paid by it in connection therewith.) Any balance of the Net Proceeds remaining after such work has been completed shall be transferred to the Bond Fund to be applied, at such time as such funds constitute Available Moneys, to the payment of principal of, premium, if any, and interest on the Bonds, or if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such separate trust fund shall be paid in accordance with Section 6.08 of the Indenture.