

tors and subsequent purchasers, subject to the rights of the Corporation under the Lease, to Permitted Liens and to rights and interests which in the opinion of such counsel will not weaken, diminish or impair the security intended to be given by or under this Indenture and will not interfere with the use and operation of the Facility, and (ii) the instruments of further assurance and supplemental Indenture specified in such Opinion.

If all or any part of the Facility shall be destroyed or damaged while any Bonds are outstanding and the Corporation purchases the Leased Premises and delivers and pays to the Trustee the certificate and amount required to be delivered and paid by it pursuant to the provisions of Section 12.02 of the Lease, the Trustee shall pay to the Corporation in accordance with the provisions of Section 12.02 of the Lease any insurance proceeds received and held by it on account of such damage or destruction to the Facility.

(B) If the entire Facility or any part thereof which is sufficient to render the remaining portion unsatisfactory for the Corporation's business purposes is taken by condemnation while any Bonds remain outstanding and the Lessee purchases the Leased Premises and delivers and pays to the Trustee the certificate and amount required to be delivered and paid by it pursuant to the provisions of Section 11.02 of the Lease, the Trustee shall pay to the Corporation in accordance with the provisions of Section 11.02 of the Lease any condemnation award received and held by it on account of such taking.

(C) If a portion of the Facility which is less than that referred to in paragraph (B) of this Section 6.01 is taken by condemnation while any Bonds remain outstanding, the Trustee shall be furnished with the following:

- (1) An Officers' Certificate of the Corporation stating that the Corporation has made the necessary adjustments in the Facility suitable for its business purposes, that such adjustments have been completed and the cost thereof, or stating that no adjustments were required, as the case may be; and
- (2) a certificate of the Grantor stating either that the Grantor has incurred expenses in collecting the award and the amount of such expenses or that no such expenses have been incurred; and
- (3) the instruments of further assurance and supplemental indenture, if any, specified in the Opinion of Counsel referred to in the following clause (4); and
- (4) an Opinion of Counsel specifying the instruments of further assurance and supplemental indenture, if any, which will be sufficient to subject to the direct lien of this Indenture (so far as permitted by law) all of the Grantor's right, title and interest in and to the Facility, and stating that the instruments and supplemental indenture, if any, have been recorded or filed in such a manner as to constitute this Indenture as supplemented and amended a valid first mortgage lien