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rebuilt, replaced, restored or reconstructed the Project in such manner as to restore the Project, or portion thereof, to at least the value thereof prior to such damage or destruction, and that such repair, rebuilding, replacement, restoration and reconstruction has been completed, or a portion thereof has been completed and the cost of such repair, rebuilding, replacement, restoration and reconstruction.

Upon completion of such repairs, rebuilding, replacement, restoration or reconstruction, the Tenant or other lessee shall furnish to the Trustee (i) an Opinion of Counsel either (A) specifying the instruments of further assurance and supplemental indenture, if any, which will be sufficient to subject to the direct lien of the Indenture (so far as permitted by law) all of the County's right, title and interest in and to the repaired, rebuilt, replaced, restored and reconstructed Project and stating that the instruments and supplemental indenture, if any, have been recorded or filed in such a manner so as to constitute the Indenture as supplemented and amended a valid first mortgage lien upon all of the County's right, title and interest in and to all such property as against all creditors and subsequent purchasers, subject, however, to Permitted Encumbrances 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 the Indenture and will not interfere with the use and operation of the Project, or (B) stating that no such instruments or supplemental indentures are required for the purposes set forth in the preceding clause; and (ii) the instruments of further assurance and supplemental indenture, if any, specified in such Opinion.

If all or any part of the Project shall be destroyed or damaged while any Bonds are Outstanding and the Tenant or other lessee of the Project purchases the Project and delivers and pays to the Trustee the certificate and an amount equal to the amount required to be delivered and paid upon such purchase by the provisions of Section 7.01 of the Lease, the Trustee shall pay to the Tenant or to the person entitled thereto in accordance with the provisions of Section 7.01 of the Lease, or to such other lessee, any insurance proceeds received and held by it on account of such damage or destruction to the Project.

SECTION 7.09. Condemnation. If the entire Project, or any part thereof which is sufficient to render the remaining portion unsatisfactory for the Tenant's or other lessee's business purposes is taken by condemnation while any Bonds remain Outstanding and the Tenant or other lessee purchases the Project and delivers and pays to the Trustee the certificate and an amount equal to the amount required to be delivered and paid upon such purchase under the provisions of Section 7.02 of the Lease,

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