

(a) Restoration of the Project (other than the Project Site) to substantially the same condition as existed prior to the exercise of said power of eminent domain.

(b) Acquisition, by construction or otherwise, by the Company, of other property having substantially the same use and utility as the property taken in such proceedings (which property will be deemed a part of the Project to the same extent as if such other property were specifically described herein); provided that such other property shall be acquired by the Company, subject to no liens or encumbrances prior to the lien hereof, other than Permitted Encumbrances.

(c) Redemption of any of the Bonds at the principal amount thereof with accrued interest thereon to the date of redemption and any applicable redemption premium; provided, that no part of such condemnation award may be applied for such redemption unless (1) all of the Bonds are to be redeemed or (2) in the event that less than all of the Bonds are to be redeemed, the Company shall furnish to the Issuer and the Trustee a certificate of an engineer acceptable to the Issuer and the Trustee stating that:

- (i) the property forming a part of the Project that was taken in such eminent domain proceedings is not essential to the use or occupancy of the Project by the Company, or
- (ii) the Project has been restored to a condition substantially equivalent to its condition prior to the taking in such eminent domain proceedings, or (iii) additional property has been acquired which is suitable for the Company's operations at the Project and is substantially equivalent in use and utility as the property so taken, as contemplated by the foregoing subsection (b) of this Section.

Within ninety days of the date of entry of a final order in any eminent domain proceedings granting condemnation, the Company shall direct the Trustee in writing as to which of the ways specified in this Section the Company elects to have the condemnation award applied. The Trustee may conclusively rely upon such direction and shall have no liability for payments made pursuant to this Section in reliance thereon.

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