

practicable and desirable, the Corporation has agreed to forthwith proceed with such restoration and to notify the Issuer and the Lender upon the completion thereof. Any proceeds received from any award or awards in respect of the Project or any part thereof in such condemnation or eminent domain proceedings, after payment of all expenses incurred in the collection thereof, shall be used by the Corporation for payment or reimbursement of the costs of restoring the Project or any portion thereof pursuant to the Agreement. Any proceeds received from any award or awards in respect of the Project or any part thereof made in such condemnation or eminent domain proceedings not expended in restoring the Project, or if no such restoration shall be made, all such proceeds, shall be applied by the Corporation to the prepayment of the amounts due with respect to the Note pursuant to the Agreement.

If the Corporation determines that restoration is not practical and desirable the Corporation shall notify the Lender and apply all proceeds to the prepayment of the amounts due under Section 4.01 hereof in the manner set forth in Article X of the Agreement.

SECTION 4.08. Recording and Filing. The Corporation covenants and agrees to file, record, register, rerecord, reregister or refile or cause so to be if required by law, the Agreement, this Indenture, and amendments to either thereof, and any Financing Statement or Statements or other documents in the manner and at the places and times necessary to create, perfect, protect and maintain the lien of this Indenture and the rights created hereunder in and to the Revenues, the Agreement, and any rights of the Issuer created under the Agreement. The Lender agrees to record, register, file, rerecord, reregister, or refile or cause so to be such documents and Financing Statements at and before the delivery of the Note.

SECTION 4.09. Enforcement of Agreement. The Issuer agrees that the Lender, as assignee of the Agreement, may enforce in its name or in the name of the Issuer all rights of the Issuer and all obligations of the Corporation under and pursuant to the Agreement for and on behalf of itself as Holder of the Note, whether or not the Issuer is in default hereunder.

SECTION 4.10. Covenant Not to Impair Tax Exemption of Interest. The Issuer will not engage in any activity or take any action or omit to take any action the consequences of which action or omission might result in the Revenues being taxable to it or in the loss of the exemption from Federal income taxation provided by IRC Section 103 to the Holder of the Note.