

or easement, such sums to be applied to prepay the Notes in accordance with Article X hereof.

Upon receipt of the foregoing, the Issuer or the Lenders shall promptly execute and deliver any release required to effect such conveyance, grant or agreement and shall apply the consideration, if any, paid therefor in prepayment of the Notes.

No release effected under the provisions of this section of this Agreement shall entitle the Corporation to any abatement or diminution of the amounts payable under Section 4.01 hereof.

SECTION 6.06. Damage, Destruction and Condemnation. In the event (i) the Project or any part thereof is damaged or destroyed, or (ii) title to or temporary use of the Project or any part thereof is taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, the Corporation shall promptly give written notice thereof to the Issuer and the Lenders. As soon as practicable, but not later than 30 days after such damage or condemnation, the Corporation shall elect in writing to the Issuer and the Lenders whether to restore the Project or to prepay the Notes. The Corporation may elect to restore the Project only if the available insurance or condemnation proceeds, together with other funds obtained by the Corporation which, in the opinion of the Lenders are sufficient to complete total restoration of the Project, are deposited into the insurance proceeds account of the Construction Fund. Before any moneys in the Construction Fund may be used to restore the Project, the Lenders must receive a study by an independent consultant satisfactory to the Lenders showing that such restoration is feasible if the cost of such restoration exceeds \$250,000. If the Corporation elects not to restore the Project, the insurance or condemnation proceeds shall be used to prepay the Notes in the manner set forth in Article X hereof.

If the Corporation elects to restore the Project, the Corporation shall proceed to do so with reasonable dispatch and the Depositary will, upon delivery to the Depositary of a Requisition Certificate satisfactory to it, signed by an Authorized Corporation Representative and approved by the Lenders setting forth the costs theretofore incurred or paid, and provided no event of default specified in Section 9.01 hereof has occurred and is continuing, apply so much as may be necessary of the net proceeds of such insurance or condemnation or other funds deposited by the Corporation to payment or reimbursement of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. In the event the moneys deposited into the Construction Fund are not sufficient to