

If all or any part of the Facility shall be destroyed, or damaged and the Corporation repairs, rebuilds, replaces, restores or reconstructs the damaged Facility pursuant to the provisions of Section 12.01 of the Lease, the Trustee shall pay to the Corporation from time to time during the course of such repairs, rebuilding, replacing and restoring, the proceeds received and held by it on account of such damage or destruction up to the full amount of such insurance proceeds, and the balance if any, shall be deposited in the Bond Redemption Account to be used for the redemption of Bonds. Such payments shall be made upon receipt of an Officers' Certificate of the Corporation accompanied by an approving certificate of an engineer or architect employed by the Corporation or the Grantor stating that the Corporation has repaired, rebuilt, replaced, restored or reconstructed the damaged Facility in such manner as to restore the Facility, or portion thereof, to at least the value thereof prior to such damage or destruction, that such repair, rebuilding, replacement, restoration and reconstruction has been completed, or a portion thereof has been completed, that the cost thereof was the amount stated in such certificate and the Officers' Certificate of the Corporation shall state that the Corporation is not in default under the Lease.

Upon completion of such repairs, rebuilding, replacement, restoration or reconstruction, the Corporation shall furnish to the Trustee (i) 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 repaired, rebuilt, replaced, restored or reconstructed Facility and stating that the instruments and supplemental indenture, if any, have been recorded or filed in such a manner so as to constitute this Indenture as supplemented and amended a valid first mortgage lien upon all of the Grantor's right, title and interest in and to all such property as against all creditors and subsequent purchasers, subject to the rights of the Corporation under the Lease, 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 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 Facility 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 Facility and delivers and pays to the Trustee the certifi-