

will be sufficient to subject to the direct lien of this Indenture (so far as permitted by law) all of the County's right, title and interest in and to the real property included in the rebuilt, reconstructed, restored, replaced or repaired Project and stating that the instruments and supplemental indenture, if any, have been recorded or filed in such manner so as to constitute this 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 real property as against all creditors and subsequent purchasers, subject to the rights of the Lessee under the Lease 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 Project.

After the payments above required by this Section 6.01(A) have been made, the Trustee shall apply the balance, if any, of such insurance proceeds or condemnation award to the redemption of Bonds in accordance with the provisions of Article V hereof.

If, while any Bonds are outstanding, the entire Project or any part thereof which is sufficient to render the remaining portion unsatisfactory for the Lessee's business purposes shall be damaged or destroyed or taken by condemnation or sold under threat of condemnation and if, in any such event, the Lessee delivers to the Trustee a certificate signed by a Vice President of the Lessee stating that the Lessee elects to exercise its option to terminate the Lease or purchase the Project as provided in Section 10.04 of the Lease, the Trustee shall, after payment of collection expenses, apply any insurance proceeds or condemnation award received and held by it on account of such damage, destruction or taking, together with such other sums as shall then be on deposit with the Trustee in accounts created in this