

Indenture and available for such purpose, to the redemption of Bonds in accordance with the provisions of Article V hereof.

(B) If, while any Bonds remain outstanding, a portion of the Project is taken by condemnation or sold under threat of condemnation and the taking thereof does not in the sole judgment of the Lessee interfere with the operations then being performed on the Project and does not impair the capacity or design of the Project, the Trustee shall be furnished with the following:

(1) A certificate signed by a Vice President of the Lessee stating that the Lessee has elected not to rebuild, reconstruct, restore, replace or repair the Project in accordance with Section 10.03 of the Lease, and that the Lessee has made the necessary adjustments in the Project suitable for its business purposes, or stating that no adjustments were required, as the case may be; and

(2) A certificate signed in the name of the County by the Chairman or Secretary of the County Board of Commissioners of the County stating either that the County has incurred expenses in collecting the award and the amount of such expenses or that no such expenses have been incurred; and

(3) The instruments of further assurance and supplemental indenture, if any, specified in the opinion of counsel referred to in the following clause (4); and

(4) An Opinion of Counsel specifying the instruments of further assurance and supplemental indentures, if any, which 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 Project, 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