

been or is being made, in whole or in part, the basis for any previous or then pending direction for payment under this Section and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in the certificate, and (b) stating that, except for the amount, if any, stated in the certificate pursuant to the immediately preceding subdivision (a) to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, wages, materials, supplies or services in connection with the repairing, rebuilding or restoring which if unpaid might become the basis of vendors', mechanics', laborers' or materialmen's liens (other than those being contested in good faith pursuant to Section 1(c) hereof) upon the Project or any part thereof. The Trustee may conclusively rely upon such directions and shall have no liability or responsibility for payments made pursuant to this Section in reliance thereon. If said Net Proceeds are not sufficient to pay in full the costs of such repairs, rebuilding or restoration, the Company agrees to complete the work thereof and shall pay the portion of the costs thereof in excess of the amount of said Net Proceeds. The Company shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Issuer on the Trustee or any abatement, diminution or postponement of the amounts payable under the Agreement. Any balance of said Net Proceeds of insurance remaining after payment of all the costs of such repairs, rebuilding or restoration shall be paid into the Bond Fund. If the Bonds have been fully paid (or provision for payment thereof made in accordance with the Indenture) all such Net Proceeds will be paid to the Company.

9. Condemnation of Project. If title in and to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company shall be obligated to continue to make the payments specified in the Agreement. All Net Proceeds received by the Company and the Trustee from any award made in such eminent domain proceeding shall be deposited with and held by the Trustee in a separate trust account and shall be disbursed by the Trustee for one or more of the following purposes as shall be directed in writing by the Company:

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