

Any proceeds received from any award or awards in respect of the Project or any part thereof made in such condemnation or eminent domain proceedings not expended in restoring the Project, or if no such restoration shall be made, all such proceeds, shall be applied by the Corporation to the prepayment of the amounts due with respect to the Note pursuant to the Agreement.

SECTION 4.08. Recording and Filing. The sole responsibility of the Issuer with respect to the recording and filing of the Agreement, this Indenture and amendments to either thereof, and any Financing Statement or Statements shall be to execute promptly such documents and Financing Statements as are requested of it. On or before the delivery of the Note, the Corporation has agreed in the Agreement that it will provide or cause to be provided an Opinion of Counsel stating that all recordation, registration and filing have been accomplished which is necessary to the creation, perfection, protection or maintenance of the lien of the Agreement or the rights created hereunder to the Revenues and this Indenture. Thereafter, the Lender agrees to refile, rerecord or reregister all documents, instruments and Financing Statements necessary to maintain the aforementioned lien and rights. The Corporation has agreed in the Agreement to execute such documents and Financing Statements as may be required by the Lender in order to maintain the liens and rights mentioned above.

SECTION 4.09. Enforcement of Agreement. The Issuer agrees that the Lender, as assignee of the Agreement, may enforce in its name or in the name of the Issuer all rights of the Issuer and all obligations of the Corporation under and pursuant to the Agreement for and on behalf of itself as Holder of the Note, whether or not the Issuer is in default hereunder.

SECTION 4.10. Covenant Not to Impair Tax Exemption of Interest. The Issuer will not engage in any activity or take any action or omit to take any action the consequences of which action or omission might result in the Revenues being taxable to it or in the loss of the exemption from Federal income taxation provided by IRC Section 103 to the Holder of the Note; provided, however, that a breach of this Section 4.10 shall not result in an event of default under Article VI hereof.

In pursuance and not in limitation of the foregoing, the Issuer covenants that no use shall be made of the proceeds of the Note which will cause the Note to be an "arbitrage bond" as defined in IRC Section 103, and to this end the Issuer shall comply with the regulations proposed or promulgated by the United States Department of the Treasury