

equipment or other properties which the Lessee in its sole discretion shall determine to be suitable for the Lessee's operations at the Project (which improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements shall be acquired by the County subject to no liens or encumbrances, other than Permitted Encumbrances.

(c) To payments of the Note in the inverse order in which they become due, provided that the Lessee shall furnish to the County Board and the Assignee a certificate of an Independent Engineer acceptable to the County and the Assignee stating (i) that the property forming a part of the Project that was taken by such condemnation proceedings is not essential to the Lessee's use or occupancy of the Project, or (ii) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings, or (iii) that improvements have been acquired which are suitable for the Lessee's operations at the Project as contemplated by the foregoing subsection (b) of this Section.

Unless the Lessee shall have terminated the Lease Term in accordance with the provisions of Section 11.1 hereof the Lessee shall direct the County and the Assignee in writing within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation as to which of the ways specified in this Section the Lessee elects to have the condemnation award applied.

In the event the net proceeds are applied pursuant to subsection (a) or (b) and are not sufficient to pay in full

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