

in any event of condemnation when no Bonds are then outstanding and unpaid there shall be no obligation on the part of Lessee to restore or repair the Project and the Net Proceeds of any such award shall be paid over to Lessee if Lessee is then in good standing with respect to the payment of rent hereunder and shall have paid the County and the Trustee all other sums due and owing hereunder.

Section 7.3 Condemnation of Lessee-Owned Property.

The Lessee shall also be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or takings of its own property not included in the Project (except for damages for the value of its leasehold estate under this agreement which shall be disposed of pursuant to Section 7.2 hereof).

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 No Warranty of Conditions or Suitability by the County.

The County makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Lessee's purposes or needs.

Section 8.2 County's and Trustee's Right of Access to the Project.

The Lessee agrees that the County, the Trustee and the duly authorized agents of each of them shall have the right at all reasonable times to enter upon the Leased Land and to examine and inspect the Project. The Lessee further agrees that