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determines that any items of Leased Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Tenant may remove such items of Leased Equipment from the Leased Land and (on behalf of the County) sell, trade in, exchange or otherwise dispose of them (as a whole or in part) without consent of either the County or the Trustee therefor, provided that the Tenant shall either:

(a) Substitute (either by direct payment of the costs thereof or by advancing to the County the funds necessary therefor) and install anywhere on the Leased Land other machinery, equipment or related property having equal or greater utility (but not necessarily having the same function) in the operation of the Project for the purpose for which it is intended, all of which substituted machinery, equipment or related property shall be free of all liens and encumbrances (other than Permitted Encumbrances) and shall become a part of the Project; or

(b) Not make any such substitution and installation, provided (i) that in the case of the sale of any such Leased Equipment to anyone other than itself or in the case of the scrapping thereof, the Tenant shall pay to the Trustee, to be deposited in the Bond Fund, the proceeds from such sale or the scrap value thereof, as the case may be, (ii) that in the case of the trade-in of such Leased Equipment for other machinery, equipment or related property not to be installed on the Leased Land, the Tenant shall pay to the Trustee, to be deposited in the Bond Fund the amount of the credit received by it in such trade-in, or (iii) that in the case of the sale of any such Leased Equipment to the Tenant or in the case of any other disposition thereof, the Tenant shall pay to the Trustee, to be deposited in the Bond Fund, an amount equal to the original cost thereof less depreciation at rates calculated in accordance with generally accepted accounting practice.

In the event any removal of machinery, equipment or related property under this section causes damage to existing buildings or structures included in the Project the Tenant shall restore the same or repair such damage at its sole expense.

The removal from the Project of any portion of the Leased Equipment pursuant to the provisions of this section shall not entitle the Tenant to any abatement or diminution of the rents payable under Sections 5.02 and 5.03 hereof.

The Tenant shall promptly report to the Trustee each such removal, substitution, sale and other disposition and shall pay to the Trustee such amounts as are required by the preceding provisions of this section to be paid to the Trustee promptly