

anticipation of the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall promptly give written notice thereof to the County and the Mortgagee, generally describing the nature and extent of such taking, and shall be obligated to continue to make the rental payments specified in Section 5.3 hereof. The Lessee hereby irrevocably assigns, transfers and sets over to Mortgagee all its rights to any award on account of any taking of the Project or any part thereof. The County, the Lessee and the Mortgagee shall cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings, to be paid to and held by the Mortgagee in an interest bearing trust account, to be applied in one or more of the following ways as shall be directed in writing by the Lessee, subject to obtaining written consent from Mortgagee with respect to the application provided for in subsection (c):

(a) To the restoration by the Lessee of the Project to substantially the same condition thereof as existed prior to the exercise of the said power of eminent domain.

(b) To the acquisition, by construction or otherwise, in the name of the County of improvements consisting of a building or buildings, facilities, machinery, equipment or other properties suitable for the