

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 or acquisitions by the County shall be approximately equivalent in value to the part of the Project so taken or lost and shall not be subject to any liens or encumbrances prior to or on a parity with the lien of the Mortgage, other than Permitted Encumbrances.

(c) For deposit with the Mortgagee, provided that the Lessee shall furnish to the County and the Mortgagee a certificate of an Independent Engineer acceptable to the County and the Mortgagee 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 subsection (b) of this Section and which give the Project the ratio of value to the outstanding Note not less than that which existed immediately prior to such condemnation proceedings.

Unless the Lessee shall have terminated the Lease Term in accordance with the provisions of Article XI hereof, the Lessee shall direct the County and the Mortgagee in writing within ninety (90) 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.