

The Company shall not, by reason of the payment of such excess costs be entitled to any reimbursement from the County, the Trustee or the holders or owners of the bonds or any abatement or diminution of the rents payable under Article III hereof.

Any balance of such proceeds remaining after payment of all the costs of such repair, rebuilding or restoration effected pursuant to the requirements of the second paragraph of this Section 8.01 shall be paid into the Bond Fund. If the bonds have been fully paid (or provision therefor has been made in accordance with the Indenture) all proceeds shall be paid to the Company.

8.02. Unless the Lessee shall elect to exercise its option to purchase pursuant to the provisions of Article XV hereof, in the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company shall be obligated to continue to make the rental payments specified in Article III hereof. The County and the Company hereby irrevocably assign to the Trustee the proceeds received by them or either of them from any award made in such eminent domain proceedings, which shall be paid to and held by the Trustee, together with any proceeds received by the Trustee, in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by the Company:

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