

Lessee's operations at 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 shall be acquired by the County subject to no liens or encumbrances, other than Permitted Encumbrances.

(c) To the payment of the principal of the Series 1980 Note in inverse order of maturity of installments thereof upon receipt of the written consent of the Mortgagee. If the Mortgagee does not consent to such payment of the principal of the Series 1980 Note, and the Mortgagee has determined either that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings or that improvements have been acquired which are suitable for the Lessee's operations at the Project as contemplated by foregoing subsection (b), the remaining Net Proceeds not used for the purposes set forth in subparagraph (a) or (b) hereof shall be paid to the Lessee.

Unless the Lessee shall have elected to exercise its option to purchase pursuant to the provisions of Section 11.2(b) hereof within ninety days from the date of entry of a final