

event the Net Proceeds of any award or compensation for the damages recovered on account of such taking or condemnation shall be paid over to Lessee, at Lessee's election, either upon completion of repairs, restoration, reconstruction, or re-equipping of the Project or periodically as same progresses (but limited to the then cost thereof) to reimburse or pay Lessee for expenditures made for the purpose of rebuilding, reconstructing, restoring, replacing and repairing the Project; provided, however, that the sums so paid by the Trustee shall in no event exceed the total cost of such repair, restoration, reconstruction, re-equipping, construction or replacements, nor shall they exceed the aggregate amount received by the Trustee as Net Proceeds of any condemnation award. Before any such disbursements are made, the Lessee shall provide the Trustee with an Opinion of Independent Counsel that there are and will be no liens or encumbrances on the Project as a result of such repair, restoration, reconstruction, re-equipping, construction or replacements after such payments shall have been received by Lessee prior to or on a parity with the lien of the Indenture.

(b) In lieu of the obligation of Lessee to restore the Leased Premises, Lessee may elect to receive credit for the entire Net Proceeds in condemnation paid to the County and the Trustee by having the same applied as