- (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 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 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) To prepayment of rent hereunder, provided that the Lessee shall furnish to the County and the Mortgagee a certificate of an Independent Engineer 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 the foregoing 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 elected to exercise its option to purchase pursuant to Section 11.2(b) 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. Disbursement of Net Proceeds, as contemplated by the foregoing subsections (a) and (b), shall be made by the Mortgagee upon receipt from the Lessee of instructions and other documents, as provided in Section 4.3 hereof as in the case of disbursements from the Acquisition and Construction Account.

In the event the Net proceeds are applied pursuant to subsection (a) or (b) and are not sufficient to pay in full the costs of such restoration or acquisition of improvements, as the case may be, the Lessee shall nonetheless complete said work and shall pay that portion of the costs thereof in excess of the amount of the Net Proceeds. The Lessee shall not, by reason of the payment of any such excess costs, be entitled to any reimbursement from the County, the Mortgagee, or

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