

the Construction Fund, to be applied in one or more of the following ways as shall be directed in writing by the Lessee, subject to obtaining written consent from the Agent with respect to the application provided for in subsection (c):

(a) To the restoration by the Lessee of the Project to substantially the same condition thereof as existed prior to the exercise of the said power of eminent domain.

(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 shall be acquired by the County subject to no liens or encumbrances, other than Permitted Encumbrances.

(c) To the prepayment of the Notes pursuant to the terms of the Notes and the Note Ordinance.

The Lessee shall direct the County and the Construction Fund Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the condemnation award applied. Disbursement of Net Proceeds under this Section shall be effected in the manner provided in Section 4.3 hereof. The Construction Fund Trustee shall have no liability with respect to payments made in accordance with such order.

Any balance of the Net Proceeds of the award in such eminent domain proceedings or proceedings in lieu of or in anticipation of such eminent domain proceedings, shall, at the election of the Agent, be applied to the prepayment of the Notes pursuant to the terms of the Notes and the Note Ordinance. If the Notes have been fully paid, all Net Proceeds shall be paid to the Lessee.

The County shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and shall, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and behalf of the County. In no event shall the County