

SECTION 6.05. Damage and Destruction. Immediately after the occurrence of any damage or loss to the Project in excess of \$100,000, Cincinnati shall notify the Recipient as to the nature and extent of such damage or loss. If Cincinnati shall determine that rebuilding, repairing or restoring is practicable and desirable, Cincinnati shall forthwith proceed with such rebuilding, repairing or restoring and shall notify the Recipient upon the completion thereof. In such case, any property damage insurance proceeds received in respect of such damage or loss shall be used by Cincinnati for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair or restoration, Cincinnati will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said proceeds.

Cincinnati shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Recipient, or any abatement or diminution of the amounts payable under Section 4.01 hereof.

SECTION 6.06. Condemnation. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain by any Person, there shall be no abatement or reduction in the payments required under Section 4.01 hereof to be made by Cincinnati. Cincinnati shall collect and retain the proceeds of any condemnation award. Immediately after the occurrence of any such taking of the Project, Cincinnati shall notify the Recipient as to the nature and extent of such taking and, as soon as practicable thereafter, notify the Recipient whether it is practicable and desirable to restore such taking. If Cincinnati shall determine restoration is practicable and desirable, Cincinnati shall forthwith proceed with such restoration and shall notify the Recipient upon the completion thereof.

SECTION 6.07. Property Not in Project. Cincinnati shall be solely entitled to receive free from the lien of this Agreement any insurance proceeds and each condemnation award or portion thereof or proceeds thereof, made, given or received for damages to or takings of property which does not constitute a part of the Project.

SECTION 6.08. Subordination to Certain Liens. The Recipient acknowledges that the lien of this Agreement is intended to be subordinate to the lien of any other mortgage or security interest in the Project or any portion thereof given to secure obligations incurred to provide for the