

may become payable during the Construction Period,
or reimbursement thereof if paid by the Lessee.

(h) Payment of expenses incurred with approval of the Lessee in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(i) Payment of any other costs and expenses relating to the Project, including, but not limited to, any payments which the Lessee is required to make in connection with the performance of its obligations and rights under Section 4.6 hereof.

(j) All moneys remaining in the Construction Fund after completion of the Building and acquisition and installation of the Leased Equipment and payment in full of the costs thereof, and after payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section, shall be applied to the payments of principal on the Note in the inverse order in which they become due, except for amounts retained in the Construction Fund with the approval of the Authorized Lessee Representative and Authorized County Representative for payment of Project costs not then due and payable, any balance remaining after payment of such Project costs to be applied to the payments of principal on the Note in the inverse order in which they become due.

IT IS FURTHER AGREED THAT:

(1) On the occasion of each payment from the Construction Fund in accordance with the preceding provisions of this Section, the Authorized Lessee Representative and Authorized County Representative shall file their written certificate with the order number for which payment is made attached, with the County Clerk and Auditor establishing: (i) that none of the items for which the

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