

"Project" within the meaning of the Act and that the expenditure of moneys in the Construction Fund to pay for the Cost of the Project described therein will not cause the interest on any Bonds then outstanding to be includable in the gross income of the holders (except any holder who is a substantial user or related person within the meaning of IRC Section 103(b)(7) of such Bonds for Federal income tax purposes.

SECTION 4.04. Completion Date. When the acquisition by construction and purchase of the Project are substantially completed and the Project has been placed in service, the Tenant shall so notify the Trustee by a certificate of an Authorized Tenant Representative certifying the Completion Date and stating that the acquisition of the Project has been completed in accordance with the Plans and Specifications and that payment of the Cost of the Project or provision therefor has been made except for any items of Cost of the Project not then due and payable or the liability for payment of which is being contested or disputed by the Tenant. Upon receipt of such a certificate of completion, the Trustee shall apply any balance remaining in the Construction Fund not required to pay the Cost of the Project in accordance with Section 3.03 of the Indenture. Notwithstanding the foregoing, the certificate of completion may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

SECTION 4.05. Completion of the Project if Bond Proceeds are Insufficient. If the moneys in the Construction Fund available for payment of the Cost of the Project are insufficient to pay the Cost of the Project in full, the Tenant will complete or cause to be completed the Project and pay or cause to be paid all of that portion of the Cost of the Project in excess of the moneys available therefor in the Construction Fund. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund will be sufficient to pay the Cost of the Project. If the Tenant shall pay any portion of the Cost of the Project pursuant to the provision of this Section 4.05, it shall not be entitled to any reimbursement therefor from the County, the Trustee or the holders of any of the Bonds, nor shall it be entitled to any diminution in or postponement of the payments required in Article V of this Lease to be paid by the Tenant.

SECTION 4.06 Additions to Project. The Tenant shall have the right to make additions to, alterations of, and improvements to the Project, structural or otherwise, and to construct and equip additional Facilities (hereinafter collectively in this section