

improvement, and construction of the Building have been completed in accordance with the specifications therefor and all labor, services, materials, and supplies used in such construction and improvement have been paid for, (ii) all other facilities necessary in connection with the Project have been constructed, acquired, and installed in accordance with the specifications therefor and all costs and expenses incurred in connection therewith have been paid, (iii) the Leased Equipment has been installed to its satisfaction, the Leased Equipment so installed is suitable and sufficient for the efficient operation of the Project for the purposes specified in Article II hereof, and the costs and expenses incurred in the acquisition and installation of the Leased Equipment have been paid, and (iv) a certificate of occupancy, if required, and any other approvals or permits required by any governmental authority for the occupancy and use of the Project for its intended purposes have been obtained. Notwithstanding the foregoing, such certificate shall 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. It shall be the duty of the Lessee to cause the certificate contemplated by this Section 4.5 to be furnished as soon as the Project shall have been completed.

SECTION 4.6 Lessee Required to Pay Costs in Event Acquisition and Construction Account Insufficient. In the event the moneys in the Acquisition and Construction Account available for payment of the costs of the Project shall not be sufficient to pay the costs thereof in full, the Lessee agrees to complete, or cause to be completed, the Project and to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor in the Acquisition and Construction Account. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition and Construction Account and which, under the provisions of this Agreement, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Lessee agrees that if, after exhaustion of the moneys in the Acquisition and Construction Account, the Lessee shall pay any portion of the said costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the County or from the Mortgagee or from the holders of the Note, nor shall it be entitled to any diminution of the rents payable under Section 5.3 hereof. The obligation of the Lessee to complete the Project shall survive any termination of this Agreement.

SECTION 4.7 Authorized Lessee and County Representatives and Successors. The Lessee and the County Board shall designate, in the manner prescribed in Section 1.2, the Authorized Lessee Representative and the Authorized County Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make