

any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

SECTION 4.8 Enforcement of Remedies Against Contractors and Subcontractors and Their Sureties. The Lessee covenants that it will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including, without limitation, the correcting of any defective work, with all expenses incurred by Lessee in connection with the performance of its obligations under this Section 4.8 to be considered part of the Project costs referred to in Section 4.3(j), and the County agrees that the Lessee may, from time to time, in its own name, or in the name of the County, take such action as may be necessary or advisable, as determined by Lessee, to insure the construction of the Project in accordance with the terms of such construction contracts, and the installation of machinery and equipment in accordance with any applicable contract pertaining thereto, to insure the peaceable and quiet enjoyment of the Project for the Lease Term, and to insure the performance by the County of all covenants and obligations of the County under this Agreement, with all costs and expenses incurred by the Lessee in connection therewith to be considered as part of the Project costs referred to in Section 4.3(j). Any amounts recovered by way of damage, refunds, adjustments, or otherwise in connection with the foregoing, less any unreimbursed legal expenses incurred in order to collect the same, shall be paid into the Acquisition and Construction Account and after the Completion Date shall be held by the Mortgagee and applied to the payment of rent as prescribed in Section 5.3 hereof.

SECTION 4.9 Investment of Acquisition and Construction Account Moneys and Other Funds Permitted - Limitation on Investments. Any moneys held as part of the Acquisition and Construction Account or any special trust account or collateral account established pursuant to this Agreement shall, at the written request of the Authorized Lessee Representative, be invested or reinvested by the Mortgagee for the account of the Lessee to the extent permitted by law in the manner set forth below but with maturities consonant with anticipated expenditures to be made from the Acquisition and Construction Account or such other accounts:

- (i) obligations issued or guaranteed by the United States of America, or to the payment of which the full faith and credit of the United States of America is pledged;
- (ii) general obligations of the State of South Carolina;
- (iii) interest bearing deposits in Savings and Loan Associations to the extent that the same are insured by the Federal Savings and Loan Insurance Corporation; or