

in the acquisition and installation of the Leased Equipment have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to the Lessee's rights under Section 6.1 hereof to modify the Project and without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 4.6. Lessee Required to Pay Project Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, the Lessee agrees to complete 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 Construction Fund. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund 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 Construction Fund the Lessee should 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 Assignee, 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, subject to the force majeure provisions of the concluding paragraph of Section 10.1.

Section 4.7. Authorized Lessee and County Representatives and Successors. The Lessee and the County Board, respectively, will designate, in the manner prescribed in Section 1.2, the Authorized Lessee Representative and the Authorized County

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