

The Lessee agrees that it will obtain all governmental permits, approvals, or certifications required in connection with the acquisition, expansion, improvement, construction, and operation of the Project.

SECTION 4.2 Agreement to Issue Note; Application of Note Proceeds. In order to provide funds for payment of the costs of the Project, the County agrees that it will, on or before the 30th day of November, 1979, sell and cause to be delivered to the initial purchaser the Note, in the principal amount of \$3,000,000 and will thereupon deposit in the Acquisition and Construction Account hereinafter established the proceeds received from said sale.

SECTION 4.3 Establishment of the Acquisition and Construction Account; Disbursements from the Acquisition and Construction Account.

Not later than the occasion of the delivery of the Note, the County will establish the Acquisition and Construction Account at the principal office of American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois. Withdrawals from the Acquisition and Construction Account shall be made only upon written certificate of the Authorized Lessee Representative, a copy of which shall be mailed to the Authorized County Representative. The County and the Lessee hereby authorize the Mortgagee to disburse the moneys in the Acquisition and Construction Account and to pay out the same to the persons entitled thereto in accordance with instructions of the Lessee in the form referred to below, and the Lessee is hereby authorized to instruct the Mortgagee to disburse funds from the Acquisition and Construction Account only for the following purposes (but, subject to the provisions of Section 4.9 hereof, for no other purposes):

(a) Payment of the initial or acceptance fee, if any, of the Mortgagee; the fees for recording the deed whereby the Leased Land has been conveyed to the County, this Agreement, the Mortgage, financing statements, and any title curative documents that either the Mortgagee, the Lessee, or Independent Counsel may deem desirable to file for record in order to perfect or protect the lien or security interest of the Mortgage on the Project; and the fees and expenses in connection with any actions or proceedings that either the Mortgagee, the Lessee, or Independent Counsel may deem desirable to bring in order to perfect or protect the title of the County to the Project or to perfect or protect the lien or security interest of the Mortgage on the Project.

(b) Payment of such amounts, if any, as shall be necessary to make reimbursement in full for all advances and payments made prior to or after the delivery of the Note for expenditures in connection with (i) the acquisition by the County of title to the Leased Land and Building, and the

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