

Lessee agrees to proceed with due diligence 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 Construction Account. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Account and which, under the provisions of this Lease, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred. The Lessee agrees that if, after exhaustion of the moneys in the Construction Account, the Lessee shall pay any portion of the 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 Lease, except as provided in Section 7.1(f) herein.

SECTION 4.8      Authorized Lessee and County Representatives and Successors.      The Lessee and the County Council, respectively, 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 any certificate provided for or required in this Lease, a successor shall be appointed in the same manner.

SECTION 4.9      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

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