

necessary to cause and require all contractors and material suppliers to complete their contracts diligently in accordance with the terms of said 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 or Section 2.2 hereof to be considered part of the Project costs referred to in Section 4.3(i), 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, 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 Lease, 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(i). Any amounts recovered by way of damages, 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 Construction Account and after the Completion Date shall be paid to the Mortgagee for payment on the Note.

SECTION 4.10. Investment of Construction Account Moneys Permitted; Covenant of Lessee With Respect to Investments.

Any moneys held as a part of the Construction Account shall at the written request of the Authorized Lessee Representative be invested or reinvested by the Mortgagee, to the extent such investments are not prohibited by law for investment of bond proceeds by the County, in (i) obligations of the United States and agencies thereof; (ii) general