

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT BY
CINCINNATI; LOAN OF GRANT PROCEEDS

SECTION 3.01. Acquisition of Project. Pursuant to the Act, the Recipient authorizes Cincinnati to and Cincinnati agrees to acquire, or cause to be acquired by construction and purchase, the Project. Cincinnati agrees to effect such acquisition in accordance with the Plans and Specifications with all reasonable dispatch; and will use its best efforts to cause such acquisition to be completed as soon as may be practicable, delays incident to strikes, riots, acts of God, the public enemy or any delay beyond the reasonable control of Cincinnati only excepted; but if for any reason such acquisition is delayed or the Project shall not be completed there shall be no resulting liability on the part of the Recipient and no diminution or postponement of the amounts payable under Section 4.01 hereof by Cincinnati. The Project shall belong to and be the property of Cincinnati.

Anything in this Agreement to the contrary notwithstanding, Cincinnati shall not be obligated to complete the acquisition of the Project upon prepayment of all amounts to be paid by it under this Agreement pursuant to the provisions of Section 10.01 hereof and the making of any such payments in the amounts required by, and in accordance with the terms of, this Agreement.

Cincinnati will maintain such records in connection with the acquisition of the Project as to permit ready identification thereof.

SECTION 3.02. Acceptance of Grant. In order to provide funds to defray the payment of the Cost of the Project, the Recipient will accept the Grant and make the proceeds thereof available to Cincinnati.

SECTION 3.03. Disbursements of Grant Proceeds. Prior to disbursing any funds hereunder, the Recipient shall have received from Cincinnati all documents necessary for Recipient to satisfy the requirements of funding the Grant and a certificate from Cincinnati stating that it has incurred Project Costs and has sufficient funds on hand or irrevocably available to it to complete its obligations under the Grant Agreement and has identified the sources of said funds. Thereafter on April 1, 1981, and each calendar quarter thereafter the Recipient agrees to cooperate with Cincinnati in drawing funds under the Grant in an amount equal to one dollar for each fifteen dollars then invested