

ARTICLE 5.

SPECIAL COVENANTS OF THE COUNTY AND THE AUTHORITY

Section 5.1. Records and Accounts.

The Authority and the County shall keep the funds and accounts of the Project separate from all other funds and accounts of the Authority and the County. The Authority and the County shall keep accurate records and accounts of all items of cost and all expenditures relating to the Project, and of the revenues collected and the application thereof. Such records and accounts shall be open to the inspection of the Authority and the Bondholders.

Section 5.2. Ownership of Project.

The Project shall be titled in the name of the Authority and shall immediately become subject to the provisions hereof.

Section 5.3. Maintenance and Operation of the Project.

The Authority shall operate and maintain the Project or cause the Project to be operated and maintained economically, efficiently and in accordance with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the Authority shall be reasonable, and no more persons will be employed to operate the Project than are necessary. The Authority shall at all times maintain the Project or cause the Project to be maintained in good condition and repair and shall promptly repair, replace or restore any damage to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

The Authority agrees to provide economic facilities and service for the citizens of the County through the operation of the Project.

Section 5.4. Operating Expenses.

The Authority shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Project, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Project, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Project in accordance with sound business practice.

Section 5.5. Liens; Easements; Leases; Sale of Assets.

The Authority shall not create or suffer to be created, any lien, security interest or charge on the Project, or any part thereof, and it shall pay, or cause to be discharged, or it shall