

Contractor or Separate Contractor as applicable, regarding prevailing wages required in the applicable Construction Contracts, or to any holder of a deed of trust securing money loaned to finance the Project or any portion thereof.

Section 14.3. Failure to Issue. If either Party refuses or fails to execute the Certificate of Completion after an inspection requested by the other Party, such refusing or failing Party shall provide the requesting Party with a written statement specifying the reasons for such refusal or failure to execute the Certificate of Completion and identifying the items that require completion or requirements that must be satisfied in order to issue the Certificate of Completion. The Stadium Authority agrees through the respective Construction Agency Agreement and Make-Ready Work Agency Agreement, to cause the Design-Build Contractor, Separate Contractors and Make-Ready Work Contractor as applicable, to correct, pursuant to the terms of the applicable Construction Contracts, all construction defects or items that fail to comply with the Project Documents or plans and specifications and final construction documents identified by Stadco, and the Stadium Authority shall enforce its rights in connection therewith under such agreements against the Make-Ready Work Contractor, Design-Build Contractor and the Separate Contractors. The immediately preceding sentence shall survive the termination of this Agreement.

Section 14.4. Early Occupancy. Nothing in this Article 14 is intended to limit Stadco's right to early occupancy of the Premises as authorized by the Stadium Lease.

ARTICLE 15.
ACCOUNTING; AUDIT RIGHTS

Section 15.1. Accounting. Pursuant to the terms of this Agreement, the Stadium Authority is responsible for the payment of Development Costs, and Stadco is responsible for the payment of Tenant Improvement Costs. Stadco, as Construction Agent, shall maintain complete and accurate books and records of the Total Development Costs in accordance with generally accepted accounting principles consistently applied, or in another auditable form approved by the Parties in advance and in writing ("Records"), and the Stadium Authority shall cooperate with the Construction Agent to provide documents and information reasonably requested by Construction Agent to comply with the foregoing obligations.

Section 15.2. Audit Rights. Within ninety (90) days after receipt of the Total Development Costs Statement or inspection of other Records, if a Party disputes any matters set forth in such Records, a Party shall have the right to retain an independent certified public accountant to audit such Records and the Party subject to the audit agrees to cooperate with the auditor in its conduct of the audit. The report of the auditor and the auditor's determination of the amount, payment or reimbursement of Total Development Costs shall be final and binding on the Parties except in the case of fraud, corruption or undue influence. The cost of the audit shall be paid by the requesting Party. The provisions of this Article 15 shall survive the termination of this Agreement.