

representations as set forth in this Section 3.01 are true and correct.

(iv) The request for reimbursement must be accompanied by a signed draw request substantially in a form attached as Exhibit C (the "Reimbursement Request") hereto and acceptable to the City-County, accompanied by the invoices from the contractors or subcontractors performing the work to be reimbursed.

(v) The City-County will cause reimbursement for all properly submitted and allowable expenses to be paid within 30 days of satisfaction of the requirements of this Section 3.01, subject to compliance with City-County accounts payable procedures.

3.02. Sidewalks. If and when NAHN undertakes the repair of the vaulted/double vaulted sidewalks, to the extent damaged by construction of the Parking Garage, on the south (West Galena Street), west (South Dakota Street) and north (West Park Street) sides of the Phoenix Building, NAHN shall do so in accordance with sidewalk repair program established by the City-County. NAHN shall provide estimates for review by URA staff prior to commencement of the work and will be reimbursed for 100% of the costs associated with repairs in accordance with the URA program...

(a) The City-County will not be responsible for the Improvements or any structural, engineering or building code deficiencies with respect to the Phoenix Building or the Phoenix Parking Deck, whether known or unknown to the City-County or its contractors or any other party engaged by the City-County with respect to work on the Parking Garage, and NAHN and its successors and assigns hereby waive, release and agree not to bring any claim, demand, cause of action or proceeding against the City-County with respect thereto. The City-County will not be responsible for obtaining any structural, engineering or building code permits or approvals with respect to the Phoenix Building or the Phoenix Parking Deck.

3.03. Cooperation by NAHN. NAHN will cooperate with the City-County in the performance of this Agreement, including participation in meetings from time to time with the City-County, its contractors or any other party engaged by the City-County with respect to work on the Parking Garage. NAHN hereby grants to the City-County, its contractor and any other party engaged by the City-County with respect to work on the Parking Garage, rights of access, ingress, and egress to and from the Phoenix Parking Deck and adjoining properties, at no cost, as reasonably necessary or convenient for the purpose of constructing the Parking Garage. NAHN covenants and agrees that it will not interfere with the construction of the Parking Garage. It is understood and agreed that NAHN will have no authority to direct the work of the City-County or its contractors or any other party engaged by the City-County with respect to work on the Parking Garage. NAHN agrees to relocate all of the contents of its Habitat for Humanity store and warehouse from the basement and under-side of the Phoenix Parking Deck to another location in the City-County in order to accommodate the City-County's construction schedule.

3.04. Moving Costs. The City-County agrees to pay for or reimburse NAHN for the actual costs (up to a maximum of \$64,000) associated with the relocation of the contents of its Habitat for Humanity store and warehouse from the basement of the Phoenix Parking Deck to another location within the City-County. The City-County may, in its sole discretion, advance