

become payable during the Construction Period or reimbursement thereof if paid by Lessee.

(i) Payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(j) Payment of any other costs and expenses relating to the Project authorized by the Enabling Statute.

(k) All moneys remaining in the Acquisition and Construction Account after completion of the expansion, improvement, and construction of the Building, and acquisition and installation of the Leased Equipment and payment in full of the costs thereof, and after payment of all other items provided for in the preceding subsections (a) to (j), inclusive, of this Section, shall be held by the Mortgagee and applied to the payment of principal and/or interest, as the same shall become due, on the Note, except for amounts remaining in the Acquisition and Construction Account with the approval of the Authorized Lessee Representative for payment of Project costs incurred but not then due and payable.

The payments specified in subsections (a) through (j) of this Section shall be made by the Mortgagee only upon receipt of the following:

(1) A requisition signed by the Authorized Lessee Representative, a copy of which shall be mailed to the Authorized County Representative, stating, with respect to each payment: (i) the amount to be paid; (ii) the nature and purpose of the obligation for which such payment is requested; (iii) the person, firm, or corporation to whom such obligation is owed, or to whom a reimbursable advance has been made; (iv) that such obligation has been properly incurred, is a proper charge against the Acquisition and Construction Account, and has not been the basis of any previous withdrawal; (v) that it has no written notice of any mechanics', materialmen's, or other liens or right to liens, or other obligations (other than those being contested in good faith, as permitted in Section 6.1 hereof) which should be satisfied or discharged before payment of such obligation is made; (vi) that such payment does not include any amount which is then entitled to be retained under any holdbacks or retainages provided for in any agreement; and (vii) such payment, when added to all other payments previously made from the Acquisition and Construction Account, will not result

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