

Section 4.3 shall, at the direction of the Lessee, be used by the Mortgagee towards the payment of the principal and interest on the Note.

SECTION 4.6 Establishment of Completion Date. The Completion Date shall be evidenced to the Mortgagee by a certificate signed by the Authorized Lessee Representative stating that, except for amounts retained by the Mortgagee for Project costs not then due and payable as provided in Section 4.5, (i) construction of the Building has been completed in accordance with the specifications therefor and the costs for all labor, services, materials, and supplies used in such construction have been paid; (ii) all Leased Equipment and other facilities necessary in connection with the Project have been constructed, acquired, and installed in accordance with the specifications therefor and all costs and expenses incurred in connection therewith have been paid; (iii) the Leased Equipment so installed is suitable and sufficient for the efficient operation of the Project for the purposes specified in Section 4.1(c) hereof; and (iv) a certificate of occupancy, if required, and any other approvals or permits required by any governmental authority for the occupancy and use of the Project for its intended purposes have been obtained. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Lessee to cause the certificate to be furnished as soon as the Project shall have been completed.

SECTION 4.7 Lessee Required to Pay Construction Costs in Event Construction Account Insufficient. In the event the moneys in the Construction Account available for payment of the costs of the Project shall not be sufficient to pay the costs thereof in full, the

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