

governmental requirement exists with respect to the Project, or the anticipated use thereof.

(j) All utility services necessary for the construction and operation of the Project are available, including water, storm and sanitary sewer, gas, electric and telephone facilities.

(k) The Lessee will construct the Project with diligence and continuity and will complete the same substantially in accordance with the Plans and Specifications on or before the Completion Date free and clear of all liens or claims for liens for materials supplied or for labor performed in connection with the construction. The Lessee will correct any structural defect in the improvements or any departure from the Plans and Specifications upon notice from the Agent of the existence of such defect or departure.

(l) If requested by the Agent, each construction contract entered into by the Lessee shall contain a provision subordinating any right to a lien against the premises by reason of materials supplied or services rendered and, if so requested, such liens shall be subordinated by instruments in form and substance satisfactory to the Agent.

(m) The Lessee shall deliver to the Agent a payment and performance bond executed by Lessee's principal construction contractor as principal naming the Mortgagees as co-obligees in such sum as the Agent shall designate and the Mortgagees shall be co-obligees under all other bonds, if any, obtained by Lessee in connection with any construction contract.

(n) No work shall be commenced with respect to any particular segment of construction until the Plans and Specifications for such segment shall have been submitted to and approved by the Agent.

(o) All items and documents to be delivered or obtained pursuant to this Agreement, including, but not limited to, surveys, requests for payment, security documents, contracts, policies of insurance and Plans and Specifications, shall be in form and substance satisfactory to the Agent.

(p) Lessee will not execute any contract or become a party to any arrangement for the

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