

Each requested advance shall, at the option of the Mortgagee, be subject to a ten (10%) per cent retainage for labor performed or materials furnished in connection with the construction; provided, however, that so long as it appears that the undisbursed balance of the Construction Account shall be sufficient to complete the Project, disbursements for the purchase of the Leased Equipment shall not be subject to retainage.

Upon approval of each requested disbursement, the Mortgagee shall deliver the foregoing items to the Construction Account Trustee, together with its request that the Trustee advance for the account of the Lessee the amount approved. The Construction Account Trustee shall thereupon honor such request. The amount retained by the Construction Account Trustee from each request for disbursement shall be held by such Trustee until the Completion Date unless the Mortgagee shall, from time to time, specifically authorize that such retainage, or a portion thereof, be released to the account of the Lessee.

SECTION 4.4. Mortgagee and Construction Account Trustee May Rely On Orders and Certifications.

In making any such payment from the Construction Account, the Mortgagee and Construction Account Trustee may rely on such orders and certifications, delivered to them pursuant to Section 4.3, and the Mortgagee and Construction Account Trustee shall be relieved of all liability with respect to making such payments in accordance with such orders and certifications.

SECTION 4.5. Application of Excess Funds in Construction Account.

All moneys remaining in the Construction Account after completion of the Construction of the Building and acquisition and installation of the Leased Equipment and payment of all other items provided for in