

expended for Qualifying Costs; (vii) that the person signing such requisition has no notice of any vendor's, mechanic's or other liens or rights to liens or conditional sales contracts, or other contracts or obligations, which have not been released or will not be released simultaneously with such payment and which should be satisfied or discharged before such payment is made; (viii) that such requisition contains no item representing payment on account of any retained percentages under any contract which, as of the date of such requisition, is not required to be paid; and (ix) with respect to any such requisition for payment for labor, services, materials, supplies, furnishings, apparatus or equipment, that such labor or services were actually performed or such materials, supplies, furnishings, apparatus or equipment were actually used in or about the construction or installation of the Project or delivered at the site thereof for such purpose, or delivered for storage or fabrication at a place or places approved by the signer or the signers or if not so used or delivered, that an advance payment therefor is required by the supplier thereof.

SECTION 3.04. Cooperation as to Documents. The Corporation and the Issuer agree to cooperate in furnishing to the Depository the documents referred to in Section 3.03 hereof that are required to effect payments out of the Construction Fund and to cause such orders to be directed by the Authorized Corporation Representative to the Depository as may be necessary to effect payments out of the Construction Fund in accordance with Section 3.03 hereof. Such obligation is subject to any provision of the Indenture requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Construction Fund available for payment under the terms of the Indenture.

SECTION 3.05. Completion of Project; Use of Surplus Funds. Upon the completion of the Project, if there shall be any surplus funds remaining in the Construction Fund not required to provide for the payment of the Cost of the Project, such funds shall be applied in the manner set forth in Article X hereof.

SECTION 3.06. Revision of Exhibits. In the event any change renders materially inaccurate the descriptions of the Plant contained in Exhibits A, B-1 and B-2 hereto, there shall first be delivered to the Lender (i) revised Exhibits A, B-1 and B-2 containing a description of the Plant as revised, the accuracy of which shall have been certified by an Authorized Corporation Representative; (ii) an Opinion of Counsel who shall be Bond Counsel that the Project described in the revised Exhibit B-2 is such that the expenditure of substantially all of the proceeds of the Note for the Cost