

until such retainage becomes due in accordance with the terms of such contract.

SECTION 4.4. Depository May Rely on Order of Authorized Lessee Representative. The Depository may honor withdrawals in accordance with Section 4.3 upon the signature of the Authorized Lessee Representative and shall have no further liability with respect to payments made in accordance with such order.

SECTION 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Purchaser and to the County Board by a certificate prepared by the Lessee and signed by the Authorized Lessee Representative stating that, except for amounts retained in the Construction Fund for Project costs not then due and payable as provided in Section 4.3(j), the Building has been completed in accordance with the specifications therefor and all labor, services, materials and supplies used in such construction have been paid for. Notwithstanding the foregoing, such certificate may 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.

SECTION 4.6. Lessee Required to Pay Project Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, the Lessee agrees to complete the Project and to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor in the Construction Fund. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Lessee agrees that if after exhaustion of the moneys in the

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