

as prescribed by Section 103(b)(6)(A) of the Code, and no part of the proceeds of the Note will be used to finance inventory or for working capital.

(i) The plans and specifications for the Project are satisfactory to the Lessee and have been approved by all applicable governmental authorities. No violation of any governmental requirement or regulation exists with respect to the construction of the Project, or the anticipated use thereof.

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

(k) The Lessee, at its own expense, will promptly correct or cause to be corrected any structural defect in the improvements or any departure from the plans and specifications upon notice from the Mortgagee of the existence of such defect or departure.

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

(m) Prior to the delivery of the Note, the Lessee shall deliver to the Mortgagee a payment and performance bond naming the Mortgagee as co-obligee in such penal sum as the Mortgagee shall designate, and the Mortgagee shall be co-obligee under all other bonds, if any, obtained in connection with the construction contract.