

instructions. The amount retained by the Construction Fund Trustee from each request for payment shall be held by such Trustee until final completion of the Project unless the Agent 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. Construction Fund Trustee Shall Rely on Order of Authorized Representatives. The Construction Fund Trustee shall honor withdrawals upon the certificate of the Authorized Lessee Representative described in Section 4.3 hereof and shall have no 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 Mortgagees 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 costs not then due and payable as provided in Section 4.3(j),

(i) the Building has been completed substantially in accordance with the Plans and Specifications therefor and all labor, services, materials and supplies used in such construction have been paid for, and

(ii) all other facilities necessary in connection with the Project have been constructed, acquired and installed in accordance with the plans and specifications therefor and all costs and expenses incurred in connection therewith have been paid.

Notwithstanding the foregoing, such certificate shall 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. It shall be the duty of the Lessee to cause the certificate contemplated by this Section 4.5 to be furnished as soon as the foregoing has been completed.

SECTION 4.6. Lessee Required to Pay 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 construction of the Building in accordance with Section 4.1 hereof free of all liens and encumbrances (other than Permitted Encumbrances) and to pay on a timely basis all