

in connection with the authorization, sale and issuance of the Notes, the preparation of this Agreement, the Assignment, the Mortgage, the Guarantee and all other documents in connection therewith and in connection with the acquisition of title to the Project.

(d) Payment for labor, services, materials and supplies used or furnished in site improvement and in the construction of the Building, payment for the cost of the construction, acquisition and installation of utility services or other facilities, and all real and personal property deemed necessary in connection with the acquisition of the Leased Land and Leased Equipment and the construction of the Building and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond.

(e) Payment of the fees, or out-of-pocket expenses, if any, for architectural, engineering and supervisory services with respect to the Project.

(f) To such extent as they shall not be paid by a contractor for construction with respect to any part of the Project, payment of the premium on all insurance required to be taken out and maintained during the Construction Period under this Agreement or the Guarantee, or reimbursement thereof if paid by the Lessee.

(g) Payment of the taxes, assessments and other charges, if any, referred to in Section 6.3 hereof that may become payable during the Construction Period, or reimbursement thereof if paid by the Lessee.

(h) Payment of expenses incurred with approval of the Lessee in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(i) Payment of any other costs and expenses relating to the Project, including interest on the Notes during the Construction Period and payment of the fees and expenses of the Mortgagees and the Construction Fund Trustee.

(j) All moneys remaining in the Construction Fund after completion of the Project and payment in full of the costs thereof, and after payment of

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