

however, that this provision shall not be deemed to obligate the Borrower to deposit any moneys in said Construction Account except funds now legally available therefor or which may hereafter become legally available for such purpose.

The moneys in the Construction Account shall be applied to the payment of the cost of the Project in accordance with and subject to the provisions of this Article, and pending such application shall be subject to a lien and charge in favor of the holders of the Bonds issued and outstanding under this Indenture and shall be held for the further security of such holders until paid out as herein provided.

Section 4.02. Project Costs Defined: For the purposes of this Article, the cost of the Project shall include, without intending thereby to limit or restrict any proper definition of such cost under any applicable laws or sound accounting practice, the following:

- (a) Obligations incurred for labor and to contractors, builders and materialmen in connection with the construction of the Project, including obligations for machinery, materials and fixed equipment therefor;
- (b) Land, and interests in land, required specifically for the site of the Project;
- (c) Interest accruing upon the Bonds during the construction of the Project;
- (d) The cost of any indemnity and surety bonds deemed necessary by the Borrower to secure deposits in the Construction Account, the fees and expenses of the Trustee during construction, taxes or other municipal or governmental charges levied or assessed during construction upon the Project or any property acquired therefor, and premiums on insurance, if any, in connection with the Project during construction;
- (e) Fees and expenses of engineers and architects for surveys and estimates and other preliminary investiga-