

as the Project becomes operable) to the expiration or earlier termination of the Lease Term as provided herein for the storing and warehousing of products of agriculture and such other uses as the Lessee may deem appropriate.

ARTICLE III

DEMISING CLAUSE, WARRANTY OF TITLE AND TITLE INSURANCE

Section 3.1 Demise of the Leased Land and Building and the Leased Equipment.

The County demises and leases to the Lessee, and the Lessee leases from the County, the Leased Land, the Building and the Leased Equipment described in Exhibits "A" and "B" hereto attached and incorporated into and made a part of this Lease Agreement, at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Agreement.

Section 3.2 Warranty of Title.

The County warrants that it has this day acquired good and marketable fee simple title to the Leased Land to be conveyed as security for the Bonds, free from all encumbrances other than Permitted Encumbrances.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT;
ISSUANCE OF THE BONDS

Section 4.1 Agreement to Construct and Equip the Building on the Leased Land.

The County has acquired the Leased Land. The Lessee agrees that it will exercise the authorizations given to it by the County as set forth in Section 2.1(b) and: