

of the Note, a written opinion of Independent Counsel acceptable to the Mortgagee and to the Authorized Lessee Representative that it has good and marketable fee simple title to the Leased Land, subject to Permitted Encumbrances.

SECTION 3.3. TITLE INSURANCE. At the time of the delivery of the Note, the County will provide a Mortgagee Title Insurance Policy (or an appropriate Binder) upon the Leased Land and Building issued by a Company approved by the Mortgagee insuring the lien of the Mortgage upon the Leased Land and Building, when completed, subject to no encumbrances other than Permitted Encumbrances, in the amount of not less than \$1,200,000, which is the estimated value of the Leased Land and Building. Any Net Proceeds therefrom shall be used to remedy the title defect resulting in the payment thereof or paid to the Mortgagee to be applied against the payments as they become due on the Note.

ARTICLE IV

COMPLETION OF THE PROJECT; ISSUANCE
OF THE NOTE; CONSTRUCTION FUND

SECTION 4.1. AGREEMENT TO CONSTRUCT AND EQUIP THE BUILDING ON THE LEASED LAND. The County has acquired the Leased Land, including the partially completed Building by deed of the Lessee. The Lessee agrees that it will exercise the authorizations given to it by the County as set forth in Section 2.1(b) and:

- (a) It will cause the Building to be completed on the Leased Land wholly within the boundary line thereof which will be utilized as a warehouse and distribution facility and all of which will be constructed in accordance with a general description heretofore furnished to the County by the Lessee.

(Continued on next page)