

(c) The Lessee intends to continue to operate the Project, from the Completion Date to the expiration or earlier termination of the Lease Term as provided herein as a facility for the warehousing and distribution of manufactured products and such other uses as the Lessee may deem appropriate.

(d) The constructing of the Project by the County through the issuance of the Bonds and the leasing of the Project to the Lessee has induced the Lessee to establish this industrial enterprise in the County.

ARTICLE III

DEMISING CLAUSE AND WARRANTY OF TITLE

SECTION 3.1. Demise of the Leased Land, 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 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 acquired a good and marketable fee simple title to the Leased Land and Building, free from all encumbrances other than Permitted Encumbrances, and at the time of the delivery of the Bonds the County will furnish a written opinion of Independent Counsel that the County has a good and marketable fee simple title to the Leased Land and Building, free from all encumbrances other than Permitted Encumbrances.

ARTICLE IV

CONSTRUCTION OF THE PROJECT; ISSUANCE OF THE BONDS; INVESTMENT OF CONSTRUCTION FUND

SECTION 4.1. Agreement to Construct and Equip the Building on the Leased Land. The County has heretofore acquired the Leased Land, and has obtained its release from the lease

(CONTINUED ON NEXT PAGE)