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SECTION 2.2 Representations by the Lessee. The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessee is a corporation duly incorporated under the laws of the State of its incorporation, is in good standing under its Charter and the laws of the State of its incorporation and of the State of South Carolina, and has power to enter into this Agreement and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of the Lessee's Charter or By-Laws or any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Lessee is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement.

(c) The Lessee intends to operate the Project, from the Completion Date to the expiration or earlier termination of the Lease Term as provided herein as a warehouse and distribution facility.

(d) The intention of the County to acquire the Project through the issuance of the Bonds and the leasing of the Project to the Lessee has induced the Lessee to establish this warehouse and distribution facility in the County.

(e) This Lease Agreement, under which the County acquires the Project, leases and hereafter conveys the Project to the Lessee, is the method employed by the Lessee in financing the construction and equipping of the Project and in effecting the payment of the Bonds.

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