

the use to which the Lessee intends to devote such portion of the Leased Land will promote the continued industrial development of South Carolina; and (iv) a statement that the purchase of the land will not materially weaken, diminish, or impair the security intended to be given by or under the Mortgage.

(b) A certificate of an Independent Engineer who is acceptable to the Mortgagee, dated not more than ninety (90) days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of the Leased Land with respect to which the option is exercised is not needed for the operation of the Project for the purposes hereinabove stated, and (ii) the purchase will not impair the usefulness of the Project as a manufacturing facility, and will not destroy the means of ingress thereto and egress therefrom.

(c) An amount of money equal to the purchase price computed as hereinabove provided.

The County agrees that, upon receipt of the notice, certificate, and money required by this Section to be furnished to it by the Lessee, the County will promptly deliver such money to the Mortgagee to be applied towards payment of the Note and will secure from the Mortgagee a release from the lien of the Mortgage of such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it in this Section. In the event the Lessee shall exercise the option granted to it under this Section, the Lessee shall not be entitled to any abatement or diminution of the rents payable under Section 5.3 or the amounts payable under Section 5.4, and if such option relates to Leased Land on which transportation or utility facilities are located, the County shall retain an easement to use such transportation or utility

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