

fulfilled prior to the execution and delivery of this Lease Agreement, the Assignment, and the Mortgage, the adoption of the Note Ordinance and the issuance and delivery of the Notes have been fulfilled.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, by or before any court, public board or body, pending or known to be threatened against or affecting the County, calling into question the creation, organization or existence of the County or its power to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of the Notes, this Lease Agreement, the Assignment, the Mortgage, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Lease Agreement, nor to the best knowledge of the County is there any basis therefor.

(i) The Mortgagees have a prior perfected security interest in and valid first lien upon this Lease Agreement (and all moneys due and to be come due to the County hereunder except payments to be made to or for the benefit of the County under Sections 5.5, 6.3, 8.7 or 10.4 of this Lease Agreement) subject to no equal or prior lien, or security interest, and the effect of the Assignment and Acknowledgment is to vest in the mortgagees the right to enforce this Lease Agreement in accordance with its terms.

(j) The County has acquired by deed of the Lessee recorded simultaneously herewith, the Leased Land, and has authorized, and does hereby authorize, the Lessee to construct thereon the Building, to acquire and install all other things deemed necessary in connection with the Project; and the County hereby leases the Project to the Lessee and proposes to sell the Project to the Lessee at the expiration or earlier termination of the Lease Term, all for the purposes of promoting the industrial development, developing trade, and utilizing and employing the manpower, agricultural products and natural resources of South Carolina.

(k) Heretofore, the County Board and the Lessee did, as of December 12, 1979, agree that the County would finance the cost of acquiring,