

obligation of the County enforceable in accordance with its terms, except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally. The Assignment creates, in favor of the Mortgagees, a prior perfected security interest in and valid first lien upon the rights of the County under the Lease Agreement and upon all moneys due and to become due thereunder, and the rights, title and interest of the County under Triangle Contract each subject to no equal or prior lien, encumbrance or security or other interest whatsoever and the Assignment is effective to vest in the Mortgagees the right to enforce the Lease Agreement and Paragraph 23(b) of the Triangle Contract in accordance with their terms. The Mortgage creates, in favor of the Mortgagees a valid first lien upon and prior perfected security interest in all of the assets purported to be covered thereby, subject to no equal, prior or other lien, charge, encumbrance or security or other interest whatsoever.

(f) The Lessee has conveyed to the County good and marketable fee simple title to the Leased Land free of all liens and encumbrances except for Permitted Encumbrances and covenants that it has and will lawfully acquire and convey to the County good and marketable title to the Leased Equipment free of all liens and encumbrances except Permitted Encumbrances.

(g) All proceeds derived from the sale of the Notes will be used to pay expenses related to the issuance of the Notes and to acquire the Project, which consists entirely of land and property of a character subject to the allowance for depreciation as prescribed in Sections 103(b)(6)(A) and (D) of the Code and no part of the proceeds of the Notes will be used to finance inventory or for working capital.

(h) Neither the Lessee nor "related persons" (within the meaning of Section 103(b)(8) of the Code) are substantial users of facilities in the County or on land contiguous thereto other than the Project.

(i) The Plans and Specifications for the Project will be satisfactory to the Lessee and the Mortgagees and will be approved by all applicable governmental authorities. No violation of any

0.39

4328 RV.2