

1.03. The Company agrees that if the proceeds received by the County from the sale of the bonds are not sufficient to pay all of the costs of acquiring the Project, the Company shall pay all such excess costs. Any such payments made by the Company shall in no wise affect or reduce the rental payments provided for in Article III hereof. Any amount remaining from the bond proceeds after the fully completed Project has been acquired by the County and paid for, free of all liens and security interests, shall be transferred to the Bond Fund upon the terms and conditions set out in the Indenture.

1.04. The County represents that it holds fee simple title as owner of the Project and the same is set forth and delineated by a plat of a survey thereof prepared by Piedmont Engineers and Architects dated October 10, 1967.

1.05. The Company intends during the term of this Lease to use and occupy the Project primarily in the warehousing and distribution of various products, as determined from time to time solely and exclusively by the Company. The Company does not now know of any reason why the Project will not be so used and occupied by it for such period and anticipates that it will be so used and occupied in the absence of supervening circumstances not now anticipated by it or beyond its control. The failure to use and occupy the Project as aforesaid, however, shall in no way abate or reduce the rent payable by the Company to the County under this Lease, and shall not otherwise change or enlarge the obligations of the Company to the County.

s

(CONTINUED ON NEXT PAGE)