

(e) County agrees to use its best efforts to cooperate in procuring from the appropriate state, county, municipal and other authorities and corporations connections and discharge arrangements for the supply of water, gas, electricity and other utilities and sewage and industrial waste disposal for the operation of the Project throughout the Lease Term.

(f) This Lease Agreement, the Note Purchase Agreement and the Assignment of Lease Agreement constitute valid and binding agreements of the County enforceable in accordance with their respective terms, and the Note when duly executed and delivered by the County to the Assignee in accordance with the Note Purchase Agreement will constitute a valid and binding obligation of the County enforceable in accordance with its terms.

(g) There is no action or proceeding pending, or to the knowledge of the County, threatened by or against the County before any court or administrative agency which might adversely affect the authority or ability of the County to perform its obligations under this Lease Agreement, the Assignment of Lease Agreement, the Note, and the Note Purchase Agreement.

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

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

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