

(a) Cincinnati is a corporation duly incorporated under the laws of the State of Ohio and qualified to do business and is in good standing in the State, has corporate power to enter into this Agreement and by proper corporate action has duly authorized the execution and delivery of this Agreement;

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement is not prevented or limited by, does not conflict with, does not result in a breach or contravention of and does not constitute a default under Cincinnati's Articles of Incorporation or Code of Regulations or any of the terms, conditions or provisions of any restriction or any agreement or instrument to which Cincinnati is now a party or by which it is bound, or any existing law, rule, regulation, judgment, order or decree binding upon it, and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Cincinnati prohibited under the terms of any such instrument or agreement; and

(c) Cincinnati intends to operate the Project as a facility for the manufacture of industrial machinery and for such other purposes permitted under the Act as Cincinnati deems appropriate.

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