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to the condition or state thereof have been made by representatives of the County; and that the Tenant in entering into this Lease is relying solely upon its own examination thereof. The County shall not be liable to the Tenant for any damages resulting from failure of or any defect in the Tenant's title which interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by the Tenant with any of the terms of this Lease, or from any cause whatsoever, and no such failure of or defect in the County's title or delay shall terminate this Lease or entitle the Tenant to any abatement, in whole or in part, of any of the rentals or any other sums provided to be paid by the Tenant pursuant to any of the terms of this Lease.

The County makes no warranty, either express or implied, that the Project will be suitable for the Tenant's purposes or needs.

**SECTION 8.04. No Conveyance of Title by the County.** The County covenants and agrees that, during the Term of this Lease, it will not convey, or suffer or permit the conveyance of, by any voluntary act or omission on its part, its title to the Project to any person, firm or corporation whatsoever irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease, provided, however, that nothing herein shall restrict the conveyance or transfer of the Project in accordance with any terms or requirements of this Lease or of the Indenture.

**SECTION 8.05. Primary Use.** The Tenant is granted and shall have the right during the Term of this Lease to occupy and use the Project for any lawful purpose authorized pursuant to the Act. It is contemplated that under conditions existing at the inception of this Lease, the Project will be used primarily for manufacturing parts to be installed on diesel engines.

**SECTION 8.06. Right to Inspect.** The Tenant agrees that the County, the Trustee and their, or either of their, duly authorized agents shall have the right to enter the Project at all reasonable times (i) to examine and inspect the same, or (ii) to make any necessary repairs to the Facilities and to perform any work therein that may be necessary by reason of the Tenant's default under the terms of this Lease.

**SECTION 8.07. Release of Certain Land.** Notwithstanding any other provisions of this Lease, the parties hereto reserve the right, at any time and from time to time, to amend this Lease for the purpose of effecting the release of and removal from this Lease of any part of the Leased Land on which no part