

ARTICLE II
REPRESENTATIONS

SECTION 2.1. Representations by the County. The County makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate duly organized and validly existing under and pursuant to the Constitution and laws of South Carolina, including the Act. The County has full power, authority and legal right under the Constitution and laws of South Carolina, including the Act, (i) to finance the acquisition and construction of the Project by entering into and performing the transactions contemplated by this Lease Agreement and issuing the Notes in order to evidence such borrowing, (ii) to execute and deliver this Lease Agreement, the Assignment and the Mortgage and to issue the Notes and (iii) to perform and observe all of the terms and provisions of this Lease Agreement, the Notes, the Assignment and the Mortgage. The Leased Land, the Leased Equipment and the Building constitute and will constitute a "project" within the meaning of the Act. By proper action by the County Board and the State Budget and Control Board of South Carolina, the County has been duly authorized to enter into this Agreement.

(b) The County has by proper corporate action duly adopted the Note Ordinance in accordance with the Constitution and laws of South Carolina, including the Act, and has, by the adoption of the Note Ordinance, duly authorized the execution and delivery of this Lease Agreement, the Assignment and the Mortgage and the issuance of the Notes.

(c) This Lease Agreement, the Assignment and the Mortgage have been duly executed and delivered and constitute the legal, valid and binding obligations of the County enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

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