

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1      No Warranty of Condition or Suitability by the County.      The County makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Lessee's purposes or needs.

SECTION 8.2      County's and Mortgagee's Right of Access to the Project.      The Lessee agrees that the County, the Mortgagee, and the duly authorized agents of each of them shall have the right at all reasonable times during normal business hours to enter upon the Leased Land and to examine and inspect the Project, including such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project (including such rights of access as may be reasonably necessary in the event of failure by the Lessee to perform its obligations under Section 6.1 hereof).

SECTION 8.3      Lessee to Maintain its Corporate Existence, Conditions under which Exceptions Permitted.      The Lessee agrees that during the Lease Term it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation, except as permitted by the Guaranty Agreement; provided that the surviving corporation assumes in writing all of the obligations of the Lessee under this Agreement and the Guaranty Agreement.

SECTION 8.4      Qualification in South Carolina.      The Lessee warrants that it is, and throughout the Lease Term it will continue to be, duly qualified to do business in South Carolina.

SECTION 8.5      Release of Certain Land.      In addition, the parties hereto reserve the right at any time and from time to time to amend this Agreement, subject to the approval of the Mortgagee, for the purpose of effecting the release of and removal from this Agreement and the leasehold estate created hereby of (i) any unimproved part of the Leased Land (on which neither the Building nor any Leased Equipment is situated, but upon which transportation or utility facilities may be situated) on which the County then proposes to construct, or cause to be constructed, improvements for lease to the Lessee or any subsidiary or affiliated corporation thereof under another and different lease agreement or (ii) any part (or interest in such part) of the Leased Land with respect to which the County proposes to grant an easement or convey fee title to a railroad, public utility, or public body in order that railroad, utility services, or roads may be provided for the Project; provided, that if, at the time any such amendment is made, any amount is outstanding and unpaid on the Note, there shall be deposited with the Mortgagee the following:

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