

the County, the Trustee and their or either of their duly authorized agents shall have such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by the Lessee to perform its obligations under Section 6.1 hereof.

Section 8.3 Lessee to Maintain 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 or permit one or more other corporations to consolidate with or merge into it; provided, that the Lessee may, without violating this Section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee corporation, as the case may be, assumes in writing all of the obligations under this Agreement of the Lessee.

Section 8.4 Qualifications 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 to the rights granted by Section 11.3 hereof, the parties hereto reserve the right at any time and from