

of any provision hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of the Basic Rent or other rent, in full or in part, during the continuance of such breach, shall constitute a waiver of such breach or of such provision. No waiver of any breach shall affect or alter this Lease or constitute a waiver of a then existing or subsequent breach.

SECTION 8.19. Compliance with Laws. The Tenant, subject to Section 8.13 hereof, will throughout the Term of this Lease and, at no expense to the County, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which may be obligatory upon the Tenant or the County and applicable to the Project, the repair and alteration thereof (including, without limitation, the Facilities and the streets, sidewalks and passageways adjoining the Project) and the use or manner of use of the Project, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof; provided, however, that if no Bonds of the County are outstanding, the Tenant, in lieu of compliance with such laws, orders, rules, regulations and requirements, or the making of such additions, changes or alterations, may elect to terminate this Lease or to purchase the Project in accordance with Section 10.02 hereof, and in either such event, shall have no further liability hereunder. With regard to County, the Tenant accepts the Project in its condition on the date of commencement of the term of this Lease, and assumes all risks, if any, resulting from any present or future, latent or patent defects therein or from the failure of the Project to comply with all legal requirements applicable thereto, reserving however, any and all rights of the Tenant with respect to parties other than the County.

SECTION 8.20. Recording and Filing. The Tenant, at its own expense, shall cause this Lease and every supplement, assignment and modification hereof to be recorded in such public office or offices as may be at the time provided by law as the proper place for the recordation of a deed conveying the Project. This Lease as originally executed shall be so recorded prior to the recordation of the Indenture.

SECTION 8.21. Qualification in State of South Carolina. The Tenant covenants that throughout the Term of this Lease it will continue to be duly qualified to do business in the State of South Carolina.