

the State of South Carolina, or any political subdivision of either thereof, or any failure of the County to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. However, the Company may, at its own cost and expense and in its own name or in the name of the County, or both, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its rights of occupancy and use hereunder.

3.07. The Company hereby warrants that it is not a party to any contract, indenture or agreement of any nature whatsoever, which in any way limits, restricts or prevents the Company from performing any of its obligations under this Lease, including but without limiting the generality of the foregoing, the payment by it of the rentals payable pursuant to this Article and that the rentals called for in this Lease are an operating charge and the Company covenants that it will not enter into any contract, indenture or agreement of any nature whatsoever which will in any way limit, restrict or prevent the Company from performing any such obligations.

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