

to consolidate with or merge into it; provided, that the Lessee may, without violating the agreement contained in 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, but only on condition (i) that such surviving, successor or transferee corporation is a solvent corporation organized and existing under the laws of the State of South Carolina, or is duly qualified to do business in the State of South Carolina, (ii) that the surviving, resulting or transferee corporation shall expressly assume and agree to perform all of the Lessee's obligations under this Lease Agreement, (iii) that prior to such sale, transfer, consolidation or merger, the Trustee shall be furnished with a certificate from a firm of independent certified public accountants (which is of the size and type commonly referred to as nationally known certified public accountants and which is acceptable to the Trustee), that the covenants contained in Section 8.9 hereof will not be violated as a result of such sale, transfer, consolidation or merger, and (iv) in connection with any such consolidation or merger, there shall be filed with the County, the original purchaser of the Bonds and the Trustee a letter or certificate by a firm of certified public accountants (which is of the size and type commonly referred to as nationally known certified public accountants and which is acceptable to the Trustee), certifying that after the consummation of such consolidation or merger the corporation resulting from or surviving such consolidation or merger will have an excess of assets over liabilities at least as great as the Lessee would have had if such consolidation or merger had not occurred; or (v) in connection with any such sale there shall be filed with the County, the

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