

are being conducted therein, the operations for which the building was designed or last modified), (iv) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds of title as normally exist with respect to properties similar in character to the Project and as do not, in the opinion of an Independent Counsel acceptable to the Assignee and to the Authorized Lessee Representative materially impair the property affected thereby for the purpose for which it was acquired or is held by the County, and (v) mechanic's and materialmen's liens not filed or perfected in the manner prescribed by Chapter 5, Title 45, Code of Laws of South Carolina, 1962, as in effect on the date hereof, or otherwise.

"PROJECT" means the Leased Land, the Building and the Leased Equipment.

Section 1.3. The words "hereof", "hereunder" and other words of similar import refer to this Lease Agreement as a whole.

Section 1.4. References to Articles, Sections, and other subdivisions of this Lease Agreement, and to the designated Articles, Sections, and other subdivisions of this Lease Agreement as originally executed.

Section 1.5. The headings of this Lease Agreement are for convenience only and shall not define or limit the provisions hereof.

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