

not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that 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, provided the surviving, resulting or transferee corporation, as the case may be is a corporation organized under the laws of the United States of America or any state, district or territory thereof, and (unless the surviving corporation following any consolidation or merger is the Lessee) assumes in writing all of the obligations of the Lessee under this Agreement, and is duly qualified to do business in the State of South Carolina.

SECTION 8.3. Qualification in South Carolina. The Lessee warrants that it is and throughout the Lease Term will continue to be duly qualified to do business in South Carolina.

SECTION 8.4. 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 time to time to amend this Agreement for the purpose of effecting the release of and removal from this Agreement and the leasehold estate created hereby (i) of any unimproved part of the Leased Land (on which the Building is not situated) on which the County then proposes to construct improvements for lease to the Lessee or any subsidiary or affiliated corporation thereof under another and different lease agreement or (ii) any part (or interest in such part) of the Leased Land with respect to which the County proposes to grant an easement or convey fee title to a railroad, public utility or public body in order that railroad, utility services or roads may be provided for the Project; provided, that if at the time any such amendment is made any amount is outstanding and