

the Lessee and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.2, 9.1, 9.2 and 9.3 hereof.

SECTION 13.7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 13.8. Amounts Held by the Purchaser. It is agreed by the parties hereto that any amounts held by the Purchaser or Depository, as provided in this Agreement, upon expiration or sooner termination of the Lease Term after payment in full of the Note and the fees, charges and expenses of the County and the Purchaser in accordance with the Note and the provisions of this Agreement shall belong to and be paid to the Lessee by the Purchaser as overpayment of rents.

SECTION 13.9. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Purchaser.

SECTION 13.10. Net Lease. This Agreement shall be deemed and construed to be a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminutions or set-offs other than those herein expressly provided.

SECTION 13.11. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.12. Law Governing Construction of Agreement. This Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.