

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Restrictions on Actions Affecting Exemption of Interest on Bonds: The County and the Tenant each covenant with the other and with the Trustee and the holders from time to time of the Bonds and the interest coupons appertaining thereto that no use will be made of the proceeds from the issue and sale of the Bonds which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of IRC Section 103(c), and regulations promulgated thereunder as in effect at the time of such use and applicable to obligations issued on the date of issuance of the Bonds. Pursuant to such covenant the County and the Tenant jointly and severally obligate themselves, so long as any of the Bonds are outstanding, to comply with the requirements of IRC Section 103(c) and of all regulations and proposed regulations of the United States Department of the Treasury promulgated thereunder, to the extent such requirements are, at the time, applicable to the Bonds. The Tenant further covenants that it will not take any other action or omit to take any action which would cause the loss of the exemption of interest on the Bonds (including the Series 1978 Bonds) from Federal income taxes. All references to the IRC mean the IRC as it applies to any particular Series of Bonds.

SECTION 8.02. No Covenant of Quiet Possession. The County does not make any representation or covenant that the Tenant shall have quiet and peaceful possession of the Project provided, however, the County agrees that it will not take any action to interfere with the Tenant's peaceful and quiet enjoyment of the Project and the County agrees that in the event the peaceful and quiet enjoyment of the Project shall be denied to the Tenant or contested by anyone, the County shall upon request of the Tenant join where necessary in any proceeding to protect and defend the quiet enjoyment of the Tenant, provided that the Tenant shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless the County from any cost or liability whatsoever. The provisions of this section shall be subject and subordinate to the obligations of the Tenant set forth in Article V hereof.

SECTION 8.03. Condition and Title of Project. The Tenant acknowledges that it has examined the premises described in Exhibit A attached hereto and the state of the County's title thereto prior to the making of this Lease and knows the condition and state thereof as of the day of execution hereof, and accepts the same in said condition and state; that no representations as