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filed and recorded and re-recorded all instruments required to be filed and recorded and re-recorded pursuant to the opinion of such counsel and shall continue or cause to be continued the liens of such instruments for so long as the Note shall be outstanding, except as otherwise in this Agreement required.

SECTION 13.6 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County, the Lessee, and their respective successors and assigns, subject, however, to the provisions of Sections 8.3, 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 Mortgagee. It is agreed by the parties hereto that any amounts held by the Mortgagee upon expiration or sooner termination of the Lease Term, as provided in this Agreement, after payment in full of the Note (whether at maturity or by prepayment or otherwise, as provided in the Note) and the fees, charges, and expenses of the Mortgagee, in accordance with this Agreement, shall belong to and be paid to the Lessee by the Mortgagee 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 Mortgagee.

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, diminution, or set-off 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 laws of the State of South Carolina shall govern its construction.

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